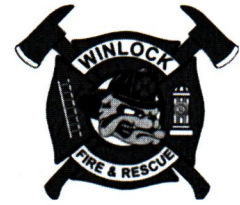


Lewis County Fire District 15



Commissioners: Ray Shipman • Grant Kistler • Randy Pennington
Fire Chief: Richard Underdahl • Secretary: Amy Archer

PARAMEDIC SERVICES AGREEMENT

This agreement is entered into between Lewis County Fire District #15, a municipal corporation, hereafter referred to as "District 15" and Lewis County Fire District #2, a municipal corporation, hereafter referred to as "District 2". This Interlocal Agreement is made pursuant to RCW Chapter 39.34.

RECITALS

1. District 15 maintains and operates Emergency Medical Service (EMS) with an ALS (Advanced Life Support) license issued by the State of Washington under license number AMBV.ES.00000396. District 15 emergency medical service vehicles operate in accordance with Chapter 18.71 and 18.73 RCW and Chapter 246-976 WAC. Such vehicles are staffed with trained and qualified personnel as required by such statutory provisions and in accordance with RCW Chapter 18.71 and 18.73, and Chapter 246-976 WAC.
2. District #2 requires Paramedic services to supplement the services that it provides within its jurisdiction when ALS service is needed.
3. District 15 will provide Paramedic services to District 2 under the terms of this agreement.
4. Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes the parties to agree to the joint provision of emergency medical services.

AGREEMENT

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **Term:** This agreement shall be deemed effective as of April 1, 2023, and shall continue until either party shall give the other party 90 days written notice of termination. This agreement shall be reevaluated annually.
2. **Services:** District 15 agrees to provide a total of THREE (3) Firefighter-Paramedics (ONE (1) per shift), 24 hours per day, seven (7) days per week and 365 days per year to District 2. The Firefighter-Paramedic will be housed at Station 2-1 on a 48/96 shift schedule to correspond with the existing schedule at District #15. On-duty Firefighter-Paramedics will

be fully equipped with the necessary equipment to perform their ALS duties without additional cost to District #2 with the following exceptions:

- (a) District 2 agrees to equip and maintain two (2) LifePak 15 monitors that were previously owned by District 2 on board the assigned apparatus for use in the field.
 - (b) District 15 will be responsible for providing any controlled substances with the understanding that District 2 will purchase and maintain a like medication safe as currently in service at District 15 on board the assigned apparatus.
3. **Service Limitation:** All services supplied by District 15 and the personnel used to supply the Service shall meet the statutory and regulatory requirements set for the by the Department of Health through the applicable EMS council and Lewis County Medical Program Director (MPD).
4. **Payment for Services:** District 2 will pay to District 15 the yearly costs for TWO (2) Firefighter-Paramedics. District 15 shall invoice District 2 on a monthly basis for the amount listed on the payment appendix (Exhibit #1) at the first of each month to be received by District 2 prior to their monthly commissioners meeting for processing. District 2 shall pay the monthly invoice within 30 days of receipt. *Cowlitz County-Lewis County Fire District #20 (District 20) agrees to pay for ONE (1) Firefighter-Paramedic at the same rate as District 2 but that Firefighter-Paramedic will be housed at Station 2-1 during a normal shift. See Exhibit #1.
5. **ALS Mutual Aid:** District 2 agrees to provide service to Cowlitz County-Lewis County Fire District #20 in the event of an ALS call in that District. District 20 agrees to pay for one (1) Firefighter-Paramedic to offset the overall cost between the two districts for ALS service. ALS response to District 20 will be an operational decision based on call volume and ALS unit availability.
6. **Transport Payments:** District 2 shall be solely responsible for patient billing and collection from patients for Services rendered by District 15 pursuant to this agreement. In the event that District 2 is unable to transport due to lack of personnel or apparatus, the next responding ambulance/District will assume patient billing and collection from the patient.
7. **Conditions of Performance:** In the event, for any reason, District 15 shall lose its required state certification and therefore becomes unable to fully perform the services required of it under this agreement, District 15 shall immediately provide written notice to District 2.
8. **Liability:** District 15 shall, at all times, be solely responsible and liable for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this contract by its personnel only and to save and hold District 2 and its personnel and officials harmless from all cost, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of District 15's personnel relating to the performance of this contract.

9. **Insurance:** District 15 agrees to provide full insurance coverage for the personnel agreed to under this contract. All ALS Paramedics are employees of District 15 and fall under the district's jurisdiction.
10. **Notices:** All notices, requests, demands and other communications required by this Agreement shall be in writing.
11. **Provisions For Termination of The Agreement:** Conditions and circumstances, which constitute Default of the Agreement, shall include the following:
 - I. Failure to operate the EMS system in a manner which enables the participating districts to remain in compliance with federal or state laws, rules, or regulations, medical control policies.
 - II. Excessive and unauthorized scaling down of operations.
 - III. Failure to maintain equipment or supplies in accordance with recommended practices.
12. **Modification:** This instrument constitutes the entire agreement between the parties stipulated. No modification or amendment shall be valid unless evidenced in writing, properly agreed to, and signed by all parties.
13. **No Separate Entity Created:** This agreement does not establish a separate legal entity.
14. **Governance:** District 15 Board of Commissioners will be the governing body of this Agreement.
15. **Department of Health Licenses:** District 15 shall be responsible for reviewing, renewing, and updating the Department of Health licenses of District 15.
16. **Patient Information:** District 15 and District 2 shall be responsible for ensuring that patient records created or received by each district shall be managed, retained, and used solely for the purpose of providing emergency medical services in compliance with HIPAA and chapter 70.02 RCW.
17. **Administration:** District 15 will be the lead agency responsible for the administration of this Agreement. This Agreement shall be administered by the Fire Chief of District #15.
18. **Benefits:** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons. Specifically, and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.
19. **Governing Law:** This agreement shall be governed and controlled as to its validity, enforcement, interpretation, and construction in accordance with the laws of the State of Washington.

20. **Filing/Web Site:** This Agreement shall either be filed with the Lewis County Auditor or by listing on either party's websites in accordance with RCW 39.34.040.

Dated: April 11, 2023

Lewis County Fire Protection
District #15

BY: [Signature]
Randy Pennington, Fire Commissioner

BY: [Signature]
Grant Kistler, Fire Commissioner

BY: [Signature]
Ray Shipman, Fire Commissioner

Attest: [Signature]
Amy Archer, District Secretary

Dated: MARCH 29, 2023

Lewis County Fire Protection
District #2

BY: [Signature]
Bill Moore, Fire Commissioner

BY: [Signature]
Jacqui Spahr, Fire Commissioner

BY: [Signature]
John Borte, Fire Commissioner

Attest: [Signature]
Jacqueline Ibarra, District Secretary

EXHIBIT #1
PAYMENT SCHEDULE

District 2 will pay to District 15 the sum of \$280,000.00 (2023 calendar year, commencing on April 1st, 2023) for TWO (2) Firefighter-Paramedics. District 15 shall invoice District 2 on a monthly basis for the amount of \$23,333.33 at the first of each month to be received by District 2 prior to their monthly commissioners meeting for processing. District 2 shall pay the monthly invoice prior to the end of the billing month.

*Cowlitz County-Lewis County Fire District #20 (District 20) agrees to pay for ONE (1) Firefighter-Paramedic at the same rate as District 2 (\$140,000.00 each), but that Firefighter-Paramedic will be housed at Station 2-1 during a normal shift.

The above listed amounts are for the calendar year of 2023. Future billing amounts are reevaluated each year and the next years agreed amount will be available to each district prior to the budget deadline.