



## City Contract Routing Form

City Contract #: 10076

## Section 1 – Attach Contract Documents



(multiple files can be uploaded)

Is an insurance certificate attached?

☐ Yes☒ No/Not applicable

Comments: \_\_\_\_\_

## Section 2 – Fill Out Contract Details

Date: 11/03/2022 Department: Fire Division: ALS Mail Stop: FDADMProject Administrator Name: Dawn DeLoach Extension: 2244Project Manager Name (if different than above): Jim Whitney Extension: 2208Contract Type: Other (please specify) If other, please indicate: Service Level AgreementContract Title: Service Level Agreement for Case Management Services with MIHContractor/Consultant Business Name: People of Color Against AIDS Network (POCAAN)Contract Description: Case management services to assist with Redmond Mobile Integrated Health programProject ID #: \_\_\_\_\_ Budget/Account #: 122.61100.00410.52271

Council Approval Date: \_\_\_\_\_ Council Agenda Memo #: \_\_\_\_\_ RFP/IFB/RFQ #: \_\_\_\_\_ NIGP #: \_\_\_\_\_

☒ New ContractTotal Amount: NTE \$48,000Start Date: 11/15/2022 End Date: 04/30/2023Renewal Option (Y/N): N If yes, how many? N/A☐ Amendment/Renewal/Change Order #: \_\_\_\_\_ Original CC #: \_\_\_\_\_

New Start Date: \_\_\_\_\_ New End Date: \_\_\_\_\_

Current Contract Amount (including all previous amendments/change orders): \_\_\_\_\_

Amount of this Amendment/Change Order (proposed increase/decrease): \_\_\_\_\_

New/Cumulative Contract Amount: \_\_\_\_\_

## Section 3 – Route Contract for Signatures and Approvals

☒ Department Director: Adrian Shppard Date: 11/3/2022 Comments: \_\_\_\_\_

☐ TIS Director: \_\_\_\_\_ Date: \_\_\_\_\_ Comments: \_\_\_\_\_

☒ City Attorney: James E. Haney Date: 11/6/2022 Comments: \_\_\_\_\_

☒ Risk Manager: Charles Corder Date: 11/9/2022 Comments: \_\_\_\_\_

☒ Mayor or Designee: Charles Corder (Mayor Designee) Date: 11/9/2022 Comments: \_\_\_\_\_

☒ City Clerk's Office: Cheryl Xanthos Date: 11/9/2022 Comments: Electronic Original - in Hummingbird
☒ Purchasing: no signature required – for copy only

## Agreement Between People Of Color Against AIDS Network (POCAAN) And The City Of Redmond For Case Management Services

**Date:**

October 4, 2022

**Services Performed By:**

POCAAN  
901 Rainier Ave, North  
Renton WA 98057

**Services Performed For:**

City of Redmond Fire  
Department  
P. O, Box 97010  
Mail Stop FDADM  
Redmond, WA 98073 -9710

This Service Level Agreement Contract (hereinafter referred to as ("Agreement")) is entered into between the POCAAN, and the City of Redmond ("Redmond"), a Washington municipal corporation, for the purposes hereafter mentioned.

### RECITALS

- I. The Redmond Fire Department currently manages the **Mobile Integrated Health (MIH) program** for NE King County ("the NE King County MIH"). The program is funded by the King County Emergency Medical Services Levy. The goal of the program is to help patients referred by EMS personnel navigate through the system and obtain the additional assistance they need.
- II. POCAAN Senior Mobile Medical Outreach Program (SMMO) provides such navigation services for patients. The POCAAN uses trained Case Managers to conduct assessments and provide patient assistance.
- III. Redmond desires to establish contractual services with POCAAN SMMO Case Managers to assist Redmond in the Mobile Integrated Health program.
- IV. POCAAN has agreed to provide the requested services under the terms and conditions set forth in this Agreement and Redmond has agreed to the terms.

**IN CONSIDERATION OF** and subject to the terms and conditions set forth below, the parties agree as follows:

## Period of Performance

This Agreement shall commence on the date of signature by both parties on or around November 15, 2022 and shall continue through April 30, 2023.

## Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:

- A. SERVICES TO BE PROVIDED.** POCAAN agrees to make a designated SMMO Case Manager available to work with Redmond's NE King County MIH team on cases related to Redmond and Duvall (the NE King County MIH region). The Case Manager will work with the MIH team approximately *three (3) days per week* with the actual days and hours to be agreed upon by Redmond and POCAAN. The Case Manager will review and respond to reports from the NE King County MIH team, will conduct patient assessments as appropriate, will coordinate referrals to services to support the health, safety, and well-being of patients, and work with the NE King County MIH team to improve support to vulnerable adults accessing emergency services through the NE King County MIH program and will participate in administrative functions. The POCAAN SMMO Case Manager and Administrative team will complete follow-up reporting forms in a form agreed upon by POCAAN and Redmond for all referrals from the MIH team in which the Case Manager is involved and will provide the reporting forms to Redmond. POCAAN SMMO Program Manager and Administration will also provide monthly reports to Redmond in a form agreed to by POCAAN and Redmond providing details on the number of referrals worked by the Case Manager and the services provided.

## Fee Schedule

**PAYMENT.** Redmond agrees to pay POCAAN for the services of the Case Manager, 30 hours per week in monthly installments of \$7,000.00, not to exceed \$48,000.



Bill To Address	Client Project Manager	Client Cost Center
P. O, Box 97010 Mail Stop FDADM, Attn. MSA Redmond, WA 98073 -9710		

## INVOICE

POCAAN shall submit monthly invoices and reports in arrears, referencing this client's scope of work. Invoices shall be submitted by the 5<sup>th</sup> of each month for the following month to Redmond detailing the days worked by the case manager/s on referrals from the MIH team. Redmond agrees to pay the invoice within 30 days of receipt unless Redmond disputes the invoice. If only a portion of the invoice is disputed, Redmond shall pay the undisputed portion of the invoice within 30 days. Disputed invoices shall be paid within 30 days of the resolution of the dispute. POCAAN will submit monthly status reports, detailing service months, days, and a summary of consultation services. Upon completion of this Performance Period, the contractor and client will have the option to renew this as an annual agreement.

## INDEPENDENT CONTRACTOR

Each party is an independent contractor of the other for purposes of this Agreement. Nothing in this Agreement shall make any employee of one party an employee of the other party. Neither party assumes any responsibility for the payment of any compensation, fees, wages, benefits, taxes, electronic equipment, office space, vehicles to or on behalf of the other party's employees. No employee of one party shall be deemed, or represent themselves to be, an employee of the other party. The case managers will operate under the direction of POCAAN's Program Manager for this program and our Programs Director, in their sole discretion, shall assign them.

## INDEMNITY

Each party shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the services associated with this Agreement caused by or resulting from each party's own negligent acts or omissions. Each party agrees that it is fully responsible for the acts and omissions of its own contractors, subcontractors, their employees, and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this provision extend to any claim,

demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, with respect to the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

## **CHANGE OF ORDERS**

Any changes to the scope of the services must be made in writing and signed by both parties ("Change Order"), or the receiving party will have five business days to reject the Change Order if made via email to the other party's designated contact person. If the rejection is not made within 5 business days, the Change Order is considered mutually accepted. Each accepted Change Order will be incorporated by reference into this Agreement and will be subject to its terms and conditions.

## **CONFIDENTIALITY**

Redmond will obtain a signed consent form from patients referred by Redmond to POCAAN and POCAAN shall not access medical/mental health information received from patients unless a consent form has been obtained. The parties understand that Redmond, in its role as a EMS health care provider, will be providing health care information to POCAAN in accordance with the Washington State Uniform Health Care Information Act (RCW 70.02.050(1)(b)). POCAAN shall use the information solely for the purpose of providing the patient navigation services required by this Agreement and for no other purpose. POCAAN shall keep all patient information confidential and shall take all reasonable steps to secure access to such information so that such information is disclosed only to personnel with a need to know. POCAAN shall not use or disclose such information to third parties, including private individuals, organizations, or public agencies without the patient's consent and only for the purposes provided in this Agreement.

## **NO THIRD-PARTY BENEFICIARIES**

This Agreement is solely for the benefit of the parties and gives no right or remedy to any other person or entity.

## **TERMINATION**

Either party may terminate this Agreement, with or without cause, upon the giving of sixty (60) days advance written notice to the other party.

**Notices:** Any notice required to be given under this Agreement shall be in writing and shall be deemed given three (3) days after the same is deposited in the U.S. Mail, postage prepaid, addressed to the parties as follows:

**To Redmond:**

Battalion Chief Medical  
Services Jim Whitney  
Redmond Fire Department  
P.O. Box 97010  
Mail Stop FDADM  
Redmond, WA 98073-9710

**To POCAAN:**

Steven R. Sawyer,  
Executive Director  
901 Rainier Ave North  
Renton, WA 98057

The parties may designate others to receive notice from time to time and shall do so by providing written notice as described in this section.

## GOVERNING LAW

This Agreement shall be governed by the laws of the State of Washington.

*Attorney's Fees:* If either party brings litigation against the other party to compel the performance of this Agreement or to redress any breach thereof, the prevailing party in any such litigation shall be entitled to recover its costs and reasonable attorney's fees.

## ENTIRE AGREEMENT


This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior understandings, written or oral.

**EXECUTED** by the parties on the dates set forth below.

**IN WITNESS WHEREOF**, the parties hereto have caused this SOW to be effective as of the day, month, and year first written above.

**City of Redmond Fire  
Department**

**People of Color Against AIDS  
Network (POCAAN)**

By:   
DocuSigned by:  
5D9FC672714C4E4...  
Name: Angela Birney, Charles Corder (Mayor Designee)

Title: Mayor City of Redmond

Date: 11/9/2022

By:   
DocuSigned by:  
7D4C5F61E1564AB...  
Name: Steven R. Sawyer,

Title: Executive Director  
People of Color Against AIDS  
Network

Date: 11/3/2022





## POCAAN Case Management MIH Project Monthly Report

Service Months	Dates	Summary of Consultations
Example:	1/5, 1/12, 1/21, 1/29	24 Face to face encounters, 3 Phone encounters, 10 email encounters, and 2 Referrals, Total hours
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

