

## **AGREEMENT BETWEEN CITY OF SEATTLE AND CITY OF REDMOND FOR ADS CASE MANAGEMENT SERVICES**

THIS AGREEMENT (“Agreement”) is entered into between the City of Seattle (“Seattle”), a Washington municipal corporation, and the City of Redmond (“Redmond”), a Washington municipal corporation, for the purposes hereafter mentioned.

### **RECITALS**

A. The Redmond Fire Department currently manages the Mobile Integrated Health (MIH) pilot 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.

B. The Seattle Human Services Department’s Aging and Disability Services (ADS) Division provides such navigation services for patients referred by the Seattle Fire Department. The ADS Division uses trained case managers to conduct assessments and provide patient assistance.

C. Redmond desires to continue the services of an ADS Division case manager to assist Redmond in the Mobile Integrated Health program.

D. Seattle 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:

1. **Services to be Provided.** Seattle agrees to make a designated ADS 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 Seattle. 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, work with the NE King County MIH team to improve support to vulnerable adults accessing emergency services through the NE King County MIH pilot program, and will participate in administrative functions. The Seattle Human Services Department will complete follow-up reporting forms in a form agreed upon by Seattle and Redmond for all referrals from the MIH team in which the case manager is involved and will provide the reporting forms to Redmond. The Seattle Human Services Department will also provide monthly reports to Redmond in a form agreed to by Seattle and Redmond providing details on the number of referrals worked by the case manager and the services provided.

2. **Payment.** Redmond agrees to pay Seattle for the services of the case manager 30 hours per week in monthly installments of \$8,120.00, not to exceed \$99,000 with the option for Redmond to expand services to 40 hours per week with monthly installments of \$10,835.00 not to exceed \$130,000. Seattle shall submit monthly invoices to Redmond detailing the number of days worked by the case manager 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 resolution of the dispute. Seattle will submit quarterly status reports, detailing service months, days and summary of consultation services.

3. **Duration.** This Agreement shall commence on the date of signature by both parties and, unless mutually agreed upon, shall terminate December 31, 2020. If mutually agreed upon, this agreement shall continue for the period from January 1, 2021 through December 31, 2021. Any additional time spent will be in kind.

4. **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, or taxes 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 manager will operate under the direction of Teresa Tanoury, Aging and Disability Services Supervisor for Seattle, or such other supervisory personnel as Seattle, in its sole discretion, shall assign.

5. **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, as respects 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.

6. **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.

7. **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.

8. **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:

Chief Tommy Smith  
Redmond Fire Department  
P.O. Box 97010  
Mail Stop FDADM  
Redmond, WA 98073-9710

To Seattle:

Jason Johnson, Director (Acting)  
City of Seattle, Human Services Department  
P.O. Box 34215  
Seattle, WA 98124-4215

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.

9. **Governing Law.** This Agreement shall be governed by the laws of the State of Washington.

10. **Attorney's Fees.** If either party brings litigation against the other party to compel 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.

11. **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.

CITY OF REDMOND

CITY OF SEATTLE

\_\_\_\_\_  
John Marchione, Mayor

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

**City of Seattle - ADS Case Management MIH Project  
Quarterly Report  
2018**

<b>Service Months</b>	<b># of Days</b>	<b>Summary of Consultations</b>
		Example: face to face, phone, email consultations
January	0	
February	0	
March	0	
April	0	
May	0	
June	0	
July	0	
August	0	
September	0	
October	0	
November	0	
December	0	
<b>Total</b>	<b>0</b>	

