

INTERLOCAL AGREEMENT FOR MOBILE INTEGRATED HEALTHCARE SERVICES

This Interlocal Agreement (“Agreement”) is entered into between the City of Redmond, a Washington municipal corporation (“Redmond”), and King County Fire District 45, a Washington municipal corporation (“Agency”), who may hereinafter be collectively referred to as the “Parties,” for the purposes described below.

RECITALS

A. WHEREAS, Mobile Integrated Healthcare (“MIH”) is the provision of healthcare using patient-centered, mobile resources in an out-of-hospital environment. It may include, but is not limited to, such services as providing telephone advice to 9-1-1 callers instead of resource dispatch; providing community paramedicine care, chronic disease management, preventive care or post-discharge follow-up visits; or transport or referral to a broad spectrum of appropriate care, not limited to hospital emergency departments.

B. WHEREAS, The purpose of MIH is to provide high quality and cost-effective medical care by coordinating resources among emergency medical care (EMS) providers, hospitals, in-home care, and insurance companies. MIH can also reduce risk and injury to vulnerable populations and reduce the number of 9-1-1 calls, keeping resources available for the greater community.

C. WHEREAS, The King County Emergency Medical Services (EMS) Levy for 2020-2025 provides for the distribution of \$4 million annually for MIH services across all EMS providers in King County, using an allocation methodology developed for Basic Life Support (BLS) funding. The EMS providers in King County are encouraged to support a regional approach to MIH in which data collection methods, performance measures, and program reporting are standardized.

D. WHEREAS, Redmond is an EMS provider and the provider of Medic One services in Northeast King County. Redmond has developed an MIH Program that fulfills the purposes of the MIH funding in the EMS Levy and is willing to provide MIH services to other agencies in furtherance of a regional approach to MIH. The Agency is a municipal corporation in King County that desires to obtain MIH services from Redmond. Redmond and the Agency have agreed to the terms set forth in this Agreement regarding the provision of MIH services.

AGREEMENT

NOW, THEREFORE, in exchange for the mutual promises enumerated herein, and for other good and valuable consideration, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the extension of Redmond’s MIH Program to the residents of the Agency, to specify the manner in which the MIH services will be requested by the Agency and provided by Redmond, and to provide for

payment to Redmond from the Agency for MIH services as contemplated by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. Responsibilities of Redmond.

A. Redmond agrees to provide MIH Program services to the residents of the Agency. The Redmond Fire Department will receive referrals of Agency residents from the Agency and from Redmond fire personnel and act to connect individuals referred to the most appropriate healthcare resources, including but not limited to:

- Manager;
- i. The City of Redmond's Aging and Disability Services (ADS) Case
 - ii. The City of Redmond's Paramedic Navigator;
 - iii. King County Falls Coordinator;
 - iv. Hospice patient assistance;
 - v. King County Public Health;
 - vi. Adult Protective Services;
 - vii. In-home care services (physical therapy/occupational therapy);
 - viii. Transportation Resources;
 - ix. Julota technical services;
 - x. Other resources appropriate to the specific needs of the clients as they present, in order to provide the best and most appropriate healthcare (such as mental health professionals, energy assistance, DSHS, etc.)

B. Redmond agrees to provide appropriate staff with appropriate qualifications and experience to evaluate clients, provide triage assessment of client needs, and provide referral services to referred clients. Redmond will be responsible for conducting appropriate background checks and appropriate training for its personnel to provide the services.

C. Redmond personnel will work in collaboration with Agency personnel to identify client needs, options for necessary services or treatment, overcome obstacles to client obtaining services, and facilitate communication between EMS personnel, medical service providers, service agencies, and other appropriate persons.

D. Redmond agrees to provide and utilize the Julota software program or an equivalent program of Redmond's choosing to track services, manage consents, and share

sensitive information between software systems for healthcare, EMS, social services agencies, and other organizations. Redmond will provide the Agency access to Julota (or similar) software to track client status and services provided.

E. Redmond personnel providing services to Agency residents under this Agreement shall at all times remain employees of Redmond and nothing in this Agreement shall make any such personnel employees of the Agency. All rights, duties, and obligations of the employer shall remain with Redmond. Redmond shall be solely responsible for the wages, salaries, benefits, working conditions, and supervision of its employees.

F. Redmond shall provide a quarterly report to the Agency providing statistical information concerning the number of Agency residents served and the nature of the services to which such residents were connected, e.g., medical services, energy assistance, transportation resources, etc.

3. Responsibilities of Agency.

A. Redmond will not bill the Agency for MIH services beyond the total allotment given to the Agency by King County EMS in a single calendar year without prior approval by the Agency. If approval is denied, Redmond will not be obligated to provide MIH services to Agency for the remainder of the calendar year. Nothing in this Agreement shall require Redmond to provide MIH services that are not paid for by Agency.

B. The Agency agrees to pay Redmond for the MIH Program services rendered by Redmond personnel at the hourly rates set forth in Exhibit A attached to this Agreement and incorporated herein by this reference. In the event the number of hours to be provided by Redmond personnel for services to Agency residents causes Redmond to incur overtime charges, Redmond shall bill such hours to Agency at the overtime rates.

C. The Agency also agrees to reimburse Redmond for out-of-pocket expenses incurred by Redmond in providing services to Agency residents. Redmond currently contracts with the City of Seattle for the ADS Case Manager. In the event that the number of hours provided by the ADS Case Manager on services to Agency residents causes Redmond to incur overtime charges under Redmond's contract with Seattle, Redmond shall be reimbursed for the overtime rates. The types of reimbursable expenses to be paid include, but are not limited to, those listed on Exhibit A.

D. If Redmond provides MIH Program services to more than one public agency, Redmond shall pro-rate any hours of work and reimbursable expenses incurred on behalf of such agencies jointly.

E. The hourly rates and reimbursable expenses amounts described on Exhibit A may be increased by Redmond no more frequently than once per year in order to reflect Redmond's increased cost of providing the services, e.g., wage, increases, benefit increases, changes in personnel, increased prices from vendors, etc. Redmond shall notify Agency in writing at least sixty (60) days in advance of any increase in hourly rates or expense amounts.

F. Redmond shall bill the Agency at a minimum of quarterly, with invoices due within 30 days of the end of the billed service interval. Redmond may not submit invoices more than 90 days after service interval without approval by the Agency. The Agency shall pay all invoices within thirty (30) days of the date of the invoice.

G. The Agency agrees to cooperate with Redmond to facilitate the provision of MIH Program services, including but not limited to making Agency personnel available for consultation and providing reports and other documentation regarding individuals referred to Redmond. All such consultation and reports shall be provided at the sole cost of Agency, without any deduction from amounts owed by Redmond. The Agency shall be solely responsible for the wages, salaries, benefits, and working conditions, and supervision of its employees.

4. Collective Responsibilities Respecting Patient Care and Medical Records. The services provided under this Agreement by emergency medical technicians, advanced emergency medical technicians, and paramedics must be under the responsible supervision and direction of the King County Medical Program Director. Nothing in this Agreement authorizes an emergency medical technician, advanced emergency medical technician, or paramedic to perform medical procedures they are not trained and certified to perform.

5. Term – Termination and Extension.

A. This Agreement shall take effect on the date provided in Section 21 and shall continue in effect until the expiration of the current King County EMS Levy on December 31, 2025 unless sooner terminated or extended as provided herein.

B. Without termination notice (described in Section C of this Article), this Agreement shall be automatically extended annually if the King County EMS Levy is extended beyond December 31, 2025 and if MIH continues to be funded by the Levy. The extension shall be co-extensive with the period for which the King County EMS Levy is extended, unless either party gives notice at least sixty (60) days prior to December 31, 2025.

C. This Agreement may be terminated by either party by giving sixty (60) days advance written notice prior to December 31 of any calendar year during the initial term of this Agreement or during the term of any extension.

6. Security of Information. Redmond and the Agency shall each be responsible for the security of information maintained by them for the purposes of providing services to Agency residents. To the extent such information is shared between Redmond and Agency, each party shall be responsible for the security of such information within their own organization. Each party shall be independently responsible for HIPAA compliance, if applicable, for any information held by that party.

7. Indemnification.

A. Redmond shall indemnify, defend, and hold harmless the Agency and its officers, agents, and employees, from and against any and all third party claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, caused by or arising out of the negligent acts, errors, or omissions of Redmond, its officers, agents, or employees in providing services under this Agreement.

B. The Agency shall indemnify, defend, and hold harmless Redmond and its officers, agents, and employees, from and against any and all third party claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, caused by or arising out of the negligent acts, errors, or omissions of the Agency, its officers, agents, or employees in performing services under this Agreement.

C. A party's obligation to hold harmless, indemnify, and defend the other party and its officers, agents and employees shall apply only to the extent of the indemnifying party's negligence.

D. Each party waives its immunity under the Industrial Insurance Act, Title 51 RCW, to the extent, but only to the extent, necessary to provide the other party with indemnification under this Section 7, for injuries to the indemnifying party's employees. This waiver has been mutually negotiated.

E. The indemnity obligations of this Section 6 shall survive expiration or termination of this Agreement for any injury or damage occurring prior to such expiration or termination.

8. Insurance. Each party shall maintain appropriate liability insurance or self-insurance to cover potential liabilities arising from this Agreement.

9. Property. The parties do not anticipate acquiring any joint property for the purposes of providing the services described in this Agreement. Any property acquired by either party to provide services or perform any provision of this Agreement shall remain the property of the acquiring party.

10. Records. Each party shall be responsible for keeping its own records related to this Agreement and the performance of that party's obligations. Each party shall have control over responses to requests under the Public Records Act ("PRA"), Chapter 42.56 RCW, that are directed to the party. The party to whom the request is directed is termed the "primary party," and the other party is termed the "secondary party" for purposes of this section. The primary party shall provide the secondary party notice and an opportunity to informally comment on requests for records that affect the secondary party, unless such notice would slow the primary party's response time or otherwise impede the primary party's ability to provide the fullest assistance to requestors, as required by the PRA. Where there is a disagreement between the parties as to whether records are disclosable, the primary party shall offer third-party notice under RCW 42.56.540 to the secondary party to the extent allowed by law before disclosing records. The parties shall cooperate in supplying records to each other to facilitate responses to public records requests.

11. Independent Contractors. Each party to this Agreement is an independent contractor. Neither party is an agent of the other and neither party shall have the authority to bind the other party or to control the employees, agents, or contractors or the other party. All rights, duties and obligations of a party shall remain with that party at all times. Each party shall be responsible for compliance with all applicable laws, collective bargaining agreements, and civil service rules and regulations with respect to its own employees. Each party agrees that it will not represent itself as the agent or legal representative of the other party for any purpose whatsoever.

12. Administration. This Agreement shall be jointly administered by the Fire Chief of the Agency and the Fire Chief of Redmond.

13. Nondiscrimination. Neither party shall discriminate against any person receiving services under this Agreement on the basis of race, color, creed, religion, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law.

14. Notices. All notices required to be given by either party under this Agreement shall be given to the Fire Chief of the party receiving notice at the business address of the Fire Chief listed on the party's website. Notices shall be deemed received upon personal delivery or, if delivered by U.S. Mail, three days after deposit in the mail, postage prepaid, addressed to the receiving Fire Chief.

15. Compliance with Laws. Each party will comply with all applicable laws, rules, and regulations pertaining to them and to the services provided by this Agreement.

16. No Third-Party Rights. This Agreement is intended to be solely between the parties. No part of this Agreement shall be construed to add, supplement, or amend any rights, benefits, or privileges or any third party, including, without limitation, employees of either party. Nor shall this Agreement be construed as establishing a promise of specific treatment by Redmond or the Agency to a particular person.

17. Assignment. Neither party may assign its rights or obligations under this Agreement without the express written consent of the other party.

18. Severability. The provisions of this Agreement are severable. Any term or condition of this Agreement or application thereof deemed illegal, invalid or unenforceable, in whole or in part, shall be severable from the other provisions, and shall not affect the legality, validity, or enforceability of any other provision.

19. Waiver. A failure by either party to insist on strict performance of this Agreement by the other party shall not preclude the first party from subsequent exercise of its right to performance and shall not constitute a waiver of any other right under this Agreement unless expressly so stated.

20. Entire Agreement. This Agreement, together with Exhibit A, constitutes the entire understanding between the parties as to its subject matter and supersedes all prior agreements and understandings regarding that subject matter.

21. Amendments. This Agreement may be amended only by written instrument executed by both parties, provided that Redmond may increase rates and charges as provided in Section 3(C) above without a formal, signed amendment, and such rates and charges shall be amended and in full force sixty (60) days after Redmond provides notice as set forth in said subsection.

22. Counterparts and Authority. This Agreement may be executed in counterparts, i.e. at separate times and in separate places, and an electronic copy of this Agreement shall be deemed as valid as any original. The signatories hereto covenant that they are possessed of sufficient authority to execute this Agreement.

23. Venue and Governing Law. The venue for any dispute arising out of this Agreement shall be King County Superior Court. This Agreement is governed by the laws of the State of Washington.

24. Effective Date/Filing. This Agreement shall become effective upon signature by both parties. Prior to its entry into force, this Agreement be filed with the King County Department of Records and Elections or, alternatively, shall be listed by subject on each party's website or other electronically retrievable public source in compliance with RCW 39.34.040.

EXECUTED by the parties on the dates hereafter specified.

CITY OF REDMOND

CITY OF _____

Mayor Angela Birney
Date: _____

(Signature)

(Type or Print Name)
Title: _____
Date: _____

EXHIBIT A

INITIAL HOURLY RATES AND REIMBURSABLE EXPENSE CHARGES

Labor Rate	Typical Hourly Rate	Typical Hourly Range (varies with Firefighter/ Paramedic Seniority)
Firefighter Rate	\$76.24	\$72-78/hour
Paramedic Rate	\$87.31	\$83-89/hour
Case Worker Rate	\$62.50	\$62.50/hour

As provided in Section 3.A of the Agreement, overtime rates will apply if any of the above personnel are required to work overtime to provide the services.

As provided in Section 3.B of the Agreement, out-of-pocket expenses will be reimbursed in addition to the above-described hourly rates.

The hourly rates set forth above are subject to increase under Section 3.D of the Agreement.