

## **INTERLOCAL AGREEMENT TO PROVIDE A COMMUNITY PARAMEDIC PROGRAM**

This Agreement is made between Public Hospital District No. 2, Snohomish County, Washington and South Snohomish County Fire & Rescue Regional Fire Authority to provide a Community Paramedic program.

### **1. PARTIES**

1.1 Public Hospital District No. 2, Snohomish County, Washington ("PHD2"), a public hospital district formed under Chapter 70.44 RCW; and

1.2 South Snohomish County Fire & Rescue Regional Fire Authority ("SCF"), a fire protection district formed under Chapter 52 RCW.

### **2. PURPOSE AND PROGRAM**

2.1 The purpose of this Agreement is to enable SCF to provide the Community Paramedic program for the benefit of PHD2 residents.

2.2 The Community Paramedic program is a prevention and intervention program that will serve area residents who call 911 or go to the hospital with a recurring and/or non-emergency need. The program will seek to reduce hospital visits and 911 calls by proactively reaching out to at-risk community members and/or frequent 911 callers.

### **3. AUTHORITY**

3.1 PHD2 is authorized under RCW 70.44.240 to "contract" with any "legal entity" to "provide any hospital or other health care facilities or other health care services to be used by individuals, districts, hospitals, or others, including providing health care maintenance services."

3.2 SCF provides fire suppression and emergency medical services. The District serves the residents in unincorporated Southwest Snohomish County, the cities of Brier, Edmonds, Lynnwood, Mountlake Terrace.

### **4. TERM AND TERMINATION**

4.1 The Agreement will begin on the date of the second signature on this Agreement.

4.2 The period for providing the Community Paramedic program at SCF is scheduled to begin on January 1, 2019 and will continue through December 31, 2021.

4.3 The Agreement will end when the final reporting by SCF is accepted and approved by PHD2.

## 5. OBLIGATIONS OF PHD2

5.1 PHD2 will fund the Community Paramedic program provided by SCF based on the following two-year budget. Variances of more than 10% on a budget line item must be approved by PHD2 in writing.

	2019	2020	2021
Salaries & benefits	\$334,000	\$215,000	\$135,000
Other program costs including training, mileage, maintenance, and other direct program costs to include travel and training for medical services officer and SCF medical director connected to the Program.	\$10,000	\$10,000	\$10,000
<b>Total</b>	<b>\$344,000</b>	<b>\$225,000</b>	<b>145,000</b>

5.2 In 2019, Program costs will be paid on a monthly basis to SCF beginning with monthly payments of twenty-eight thousand six hundred sixty-six dollars and sixty-seven cents (\$28,666.67) due on January 15, 2019 and continuing through December 15, 2019.

5.3 In 2020, Program costs will be paid on a monthly basis to SCF beginning with monthly payments of eighteen thousand seven hundred fifty dollars and no cents (\$18,750.00) due on January 15, 2020 and continuing through December 15, 2020.

5.4 In 2021, Program costs will be paid on a monthly basis to SCF beginning with monthly payments of twelve thousand eighty-three dollars and thirty-three cents (\$12,083.33) due on January 15, 2021 and continuing through December 15, 2021.

5.5 Continuing monthly payments by PHD2 are contingent, however, on the ability of SCF to continue to meet its obligations under this Agreement. PHD2 reserves the right to suspend or terminate these payments at any time for performance or other reasons solely at the discretion of PHD2.

## 6. OBLIGATIONS OF SCF

6.1 SCF will staff the Community Paramedic Program with at least two full-time paramedics to respond to residents in need during the term of the agreement. The community paramedics funded by PHD2 will be completely dedicated to the Community Paramedic Program. There may be rare exceptions where the community paramedics responds to give aid in an emergency situation, but the community paramedics would be expected to be relieved quickly by regularly responding SCF crews. SCF will provide the Community Paramedic Program throughout the PHD2 district in both unincorporated areas and the cities

described in section 3.2 of this agreement. During the term of this agreement, SCF may seek additional funding from philanthropic, corporate, healthcare or other grant resources, but SCF will not bill contract municipalities for services provided through the Program.

6.2 SCF will establish a Community Paramedic Program covering South Snohomish County and will develop protocols and procedures designed to meet the needs of residents who call 911 or go to the hospital with a recurring and/or non-emergency need. The community paramedic will support residents by evaluating: the patient's living situation, fall and frailty risks, meal and nutrition issues, the patient's connection to primary care and health insurance, transportation needs, and compliance with medication management.

6.3 SCF will participate in community planning and coordination collaboratives (ex. CHART) that include Fire/EMS, hospital, healthcare, and other social service personnel to help high need individuals to access health and other community resources.

6.4 SCF will use its best efforts to provide the Community Paramedic Program outlined in section 6.2 to at least 500 individuals each year.

6.5 Using templates provided by PHD2, SCF will track and report program participants' progress against the following outcomes: 1.) the number of individuals served by the program and their underlying needs; 2.) the number and percent of individuals that have their needs met, and 3.) the number and percent of individuals who no longer contact 911 or require Emergency Department visits.

<b>Date due to PHD2</b>	<b>Type of report</b>
February 15, 2020	First annual report
February 15, 2021	Second annual report
February 15, 2022	Third annual report

6.6 SCF will maintain records of receipts and expenditures and make its books available to PHD2 at any time during regular business hours.

6.7 SCF will use the funds provided by PHD2 only for the Program and will return any portion of the payments that are not used for the Community Paramedic program on or before delivery of the final annual report due February 15, 2022.

6.8 SCF recognizes that PHD2 is a public agency subject to audit by the Washington State Auditor. SCF will provide PHD2 with any accessible information that PHD2 is requested to provide to the Washington State Auditor or otherwise required to provide to the State of Washington or to the Federal Government or pursuant to the Washington Public Records Act.

6.9 SCF will comply with all local, state and federal laws including, if applicable, the federal Health Insurance Portability and Accountability Act ("HIPAA").

6.10 During the term of this Agreement, SCF will give every consideration to suggestions by PHD2 for modifications to the Community Paramedic program to obtain more favorable health outcomes of the participants.

6.11 SCF will give credit (logo or language) to PHD2 in its publicity vehicles about this program, including, but not limited to, press releases, annual reports, newsletters, websites, brochures and fliers. Credit should also be given in newspaper interviews about the program. Electronic communications/websites should also include a link to PHD2's website. The use of PHD2's logo, when appropriate, is encouraged. PHD2 can provide black-and-white or color versions in digital format.

## 7. MISCELLANEOUS PROVISIONS

7.1 Relationship of the Parties. The relationship created between PHD2 and SCF in this Agreement is strictly that of independent contractors. The Agreement creates no partnership or joint venture between the parties, nor may any officer or employee of one party be considered to be an employee or agent of the other. Further, the Agreement provides no rights to any third parties and may not be relied on by any other person or entity.

7.2 Applicable Law. The Agreement is entered under the laws of the State of Washington. Any litigation arising from this Agreement must be filed in Snohomish County Superior Court.

7.3 Liability and Insurance. To the extent permitted by law, SCF will indemnify, defend and hold PHD2 harmless from any claims, lawsuits or other actions, and judgments arising in any way from the Community Paramedic program provided under this Agreement. SCF will maintain a liability insurance policy of at least \$1,000,000 per occurrence during the term of the Agreement.

7.4 Entire Agreement; Amendments. This Agreement is complete and integrates all understandings between the parties. No amendment or other change to the Agreement will be binding on either party unless agreed to in writing and signed by each party.

7.5 Severability. If a court of competent jurisdiction rules any part of this Agreement to be invalid, the remainder of the Agreement will still be in full force and effect.

7.6 Force Majeure. Neither party will be in default or liable for failure to perform its obligations under this Agreement if that failure is due to causes beyond its reasonable control including, but not limited to, acts of God, acts of terrorism, fires, floods, windstorms, earthquakes, labor disputes or governmental acts.

7.7 Notices and Reporting. Any notice or reporting required or otherwise given under this Agreement will be considered delivered or given when actually delivered or 48 hours after being deposited in the U.S. Mail as certified mail addressed to the following:

To PHD2:

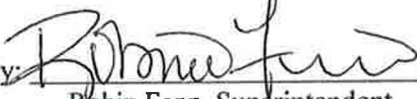
Robin Fenn, Superintendent  
Public Hospital District No. 2, Snohomish County  
4710 196<sup>th</sup> Street SW  
Lynnwood, WA 98036

To SCF:  
Shaughn Maxwell  
South Snohomish County Fire & Rescue  
12425 Meridian Ave  
Everett, WA 98290

7.8 Assignment. This Agreement may not be assigned without the written consent of the other party. Each party may consent to or decline a request for assignment by the other party at the sole discretion of the party from which consent is requested.

AGREED TO:

PUBLIC HOSPITAL DISTRICT NO. 2  
SNOHOMISH COUNTY, WASHINGTON

By:   
Robin Fenn, Superintendent

Date: 11 JAN 2019

SOUTH SNOHOMISH COUNTY FIRE & RESCUE

By: 

Date: 1-8-19

Name: Bruce A. Stedman

Title: Fire Chief, SCF