

INTERLOCAL AGREEMENT TO PROVIDE A VETERANS IN PREVENTION PROGRAM

This Agreement is made between Public Hospital District No. 2, Snohomish County, Washington and South County Fire to provide a Veterans in Prevention 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 County Fire (“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 a Veterans in Prevention Program (“The Program”) for the benefit of PHD2 residents.

2.2 The Program will train and coordinate veterans to support the SCF Community Paramedic Program, which is a prevention and intervention program that serves veterans and other area residents who call 911 or go to the hospital with a recurring and/or non-emergency need.

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 approximately 195,000 residents in unincorporated south Snohomish County, the cities of Brier, Edmonds, Lynnwood, and Mountlake Terrace and the town of Woodway.

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 Program at SCF is scheduled to begin on January 1, 2020 and continue through December 31, 2022.

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 Program provided by SCF based on the following three-year budget. Variances of more than 10% on a budget line item must be approved by PHD2 in writing.

	2020 Budget	2021 Budget	2022 Budget
Salaries & benefits for veterans	62,000.00	63,860.00	65,775.00
Public engagement, PSAs, video, other forms of media production, and support of Operation Military Families	\$15,000.00	\$10,000.00	\$5,000.00
Other program costs including supplies, printing, postage, publication, and other direct program costs	20,500.00	18,399.96	18,400.00
Total	\$97,500.00	\$92,259.96	\$89,175.00

5.2 Program costs will be paid on a monthly basis to SCF beginning with monthly payments of eight thousand one hundred twenty-five dollars and no cents (\$8,125.00) due on January 15, 2020 and continuing through December 15, 2020.

5.3 Program costs will be paid on a monthly basis to SCF beginning with monthly payments of seven thousand six hundred eighty-eight dollars and thirty-three cents (\$7,688.33) due on January 15, 2021 and continuing through December 15, 2021.

5.4 Program costs will be paid on a monthly basis to SCF beginning with monthly payments of seven thousand four hundred thirty-one dollars and twenty-five cents (\$7,431.25) due on January 15, 2022 and continuing through December 15, 2022.

5.5 Continuing monthly payments by PHD2 are contingent, however, on the ability of FD1 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 SOUTH COUNTY FIRE

6.1 SCF will establish a Veterans in Prevention Program in South Snohomish County. SCF will hire and train veterans to support its Community Paramedic Program, which will engage with South Snohomish County residents who call 911 or go to the hospital with a recurring and/or non-emergency need. The Program will have a particular focus on engaging vulnerable adult residents who are at high risk of falls with the goal of preventing falls.

6.2 SCF will use its best efforts to provide the Program outlined in section 6.1 to at least 500 unduplicated individuals each year.

6.3 The Program will also work to increase the number of South Snohomish County veterans registered for and accessing health benefits and services through the Veterans Administration. SCF will develop and implement an outreach strategy utilizing video and other forms of Public Service Announcements to promote these benefits and services to veterans of all ages, using the budget outlined in section 5.1.

6.4 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's falls prevention and education; 2.) the number of military veterans that have registered with the Veterans Administration for health services, and 3.) the number of military veterans and eligible family members who received services and benefits from the Veterans Administration.

Date due to PHD2	Type of report
February 15, 2021	First annual report
February 15, 2022	Second annual report
February 15, 2023	Final annual report

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

6.6 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 Program on or before delivery of the final annual report due February 15, 2023.

6.7 SCF recognizes that PHD2 is a public agency subject to audit by the Washington State Auditor. FD1 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.

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

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

6.10 SCF will give credit (logo or language) to PHD2 in its publicity vehicles about this program, including, but not limited to, letters mailed to potential program participants, 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. SCF will indemnify, defend and hold PHD2 harmless from any claims, lawsuits or other actions, and judgments arising in any way from the 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:
Jennifer Piplic, Superintendent
Public Hospital District No. 2, Snohomish County
4710 196th Street SW
Lynnwood, WA 98036

To FD1:
Shaughn Maxwell, Deputy Chief
South County Fire
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

DocuSigned by:
By: Jennifer Piplic Date: 1/9/2020
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Jennifer Piplic, Superintendent

SOUTH COUNTY FIRE

DocuSigned by:
By: Shaughn Maxwell Date: 1/9/2020
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Shaughn Maxwell, Deputy Chief