

**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 obtain the services of an ADS Division case manager to assist Redmond during the pilot program, which is currently funded with \$25,000 for case management services in 2018. If the pilot program continues through 2019, an additional \$25,000 will be allocated for that year. ADS will continue to provide the part time case management services in 2019 at the agreed upon level, with the remainder of service provided in kind.

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, Kirkland, and Duvall (the NE King County MIH region). The case manager will work with the MIH team approximately 1 – 2 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, will conduct patient assessments as appropriate, will coordinate referrals to services to support the health, safety, and well-being of patients, and will 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. 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 3 days per week in monthly installments of \$6,048, not to exceed \$25,000 in 2018. 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 shall terminate December 31, 2018. If funding is approved for 2019, this Agreement shall automatically renew for the period from January 1, 2019 through December 31, 2019. Seattle will provide services at a minimum of 1 day per week and bill in monthly installments of \$2,083, not to exceed \$25,000 in 2019. 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 Karen Heeney, 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. In addition, this Agreement shall automatically terminate on December 31, 2018 if funding is not appropriated for the NE King County MIH pilot program for 2019. If funding is approved for 2019, this Agreement shall automatically renew for the period from January 1, 2019 through December 31, 2019.

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, Interim Director
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.

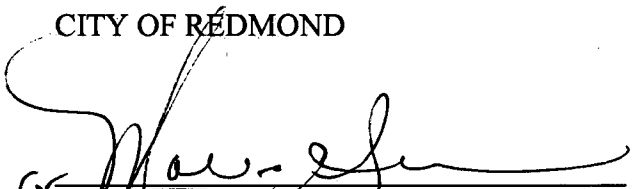
9. **Governing Law.** This Agreement shall be governed by the laws of the State of Washington.

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.

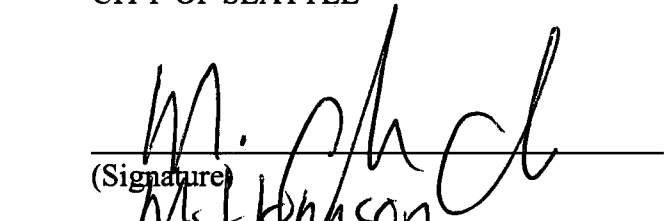
EXECUTED by the parties on the dates set forth below.

CITY OF REDMOND



for John Marchione, Mayor
Dated: 10/17/18

CITY OF SEATTLE



(Signature)
M. Johnson

(Print or Type Name)
Seattle SD Interim Director

(Title)
Date: 11/2/2018

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

Service Months	# of Days	Summary of Consultations
		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	
Total	0	

City Agreement Routing Form

The Project Administrator should complete the top section of this form, once Department Head/Designee signature has been obtained, attach the specified number of agreement originals to this form (have the contractor/supplier sign all original copies before routing) and forward the documents to the City Clerk for internal city routing. The City Clerk will route the agreement to the Risk Manager for approval of insurance and indemnification requirements, to the City Attorney for approval as to legal form and to the Mayor for signature. The City Clerk will then attest/authenticate the Mayor's signature and will forward this form and remaining agreement(s) to Project Administrator.

Project Title: Agreement Between City of Seattle and City of Redmond for ADS Case Management Services

Type of Service: Case management for Mobile Integrated Health (MIH) Program

Supplier/Contractor Name: City of Seattle, Human Services Department

Contract/Agreement Amount, Original: \$25,000 Amended Amount: N/A

Council Approval Date: N/A Nature of Funding: EMS Levy

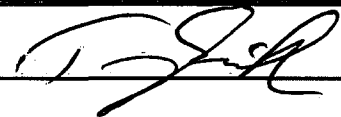
Project Administrator: Eric Timm MailStop: FDADM Phone: x2201

Anticipated Agreement Start Date: October 1, 2018 Estimated Completion Date: December 31, 2019

Does this contract contain the purchase of technology related items/services? YES NO
 If Yes, route to: I.S. Manager (3SFN).

I.S. Signature: _____ Date: _____



Will federal funds be used to pay for all or part of contract? YES NO
 If Yes, check for debarment at www.sam.gov
 (print results and keep a copy in project file)

Department Head/ Designee Signature:  Date: 10/14/18

Comments:

Account Numbers/
Distribution

ROUTING PROCESS: (3 copies)

To: City Clerk	<u>CX</u> <i>(for routing and tracking)</i>	Date	<u>10/15/18</u>
Risk Manager	<u></u> <i>(Signature or initials)</i>	Date	<u>10/16/18</u>
City Attorney	<u></u> <i>(Signature or initials)</i>	Date	<u>10/16/18</u> <u>10/17/18</u>
<i>(Note: If contract exceeds Mayor's authorized signing limits, route to City Clerk (3NEM) for council approval)</i>			
Mayor	_____ <i>(Signature or initials)</i>	Date	_____
City Clerk	<u>CX</u> <i>(Signature or initials)</i>	Date	<u>10/18/18</u>

NOTE: The agreement becomes fully executable once the Mayor has signed it. The Project Administrator may then forward one set of originals to the Contractor/Consultant and work may begin. The City's original will be retained by the City Clerk. Once all signatures have been obtained, forward a copy of this form to Accounts Payable, with payment instructions.

Finance use ONLY	Supplier Id <input style="width: 80%;" type="text"/>	Date Received <input style="width: 80%;" type="text"/>	Agreement # <u>8802</u>
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