

INTERLOCAL AGREEMENT BETWEEN POULSBO FIRE DEPARTMENT, CENTRAL KITSAP FIRE AND RESCUE AND SOUTH KITSAP FIRE AND RESCUE FOR THE FIRE DEPARTMENT BASED COMMUNITY ASSISTANCE, REFERRALS, AND EDUCATION SERVICES (“CARES”) PROGRAM.

This Interlocal Agreement (“Agreement”) is entered into by Poulsbo Fire Department (“Poulsbo”) and Central Kitsap Fire and Rescue, (“Central Kitsap”) and South Kitsap Fire and Rescue (“South Kitsap”) under the authority of the Interlocal Cooperation Act, R.C.W. Chapter 39.34. The Poulsbo, South Kitsap and Central Kitsap are individually a "party" and collectively the “parties”.

RECITALS

WHEREAS, Kitsap County Fire Departments are uniquely positioned to identify citizens in need of behavioral health support through activation of the 911 system, Kitsap Fire Departments have deployed CARES teams to better meet the need of citizens with behavioral health needs.

WHEREAS, connecting residents in need of services with the most appropriate resource improves their lives and health, reduces unnecessary utilization of more expensive and unnecessary services and therefore ultimately saves tax dollars; and

WHEREAS, RCW 52.02.020 authorizes fire departments to utilize EMTs, paramedics and other healthcare professionals to provide community outreach and assistance to residents in order to improve population health and advance illness and injury prevention; and

WHEREAS, The City of Poulsbo has partnered with Poulsbo Fire and Central Kitsap Fire and Rescue to implement fire CARES program, which have proven effective in preventing repetitive and low acuity use of emergency medical services.

WHEREAS, the CARES program has proven effective in identifying members of the community who use the 911 system or emergency department for non-urgent or non-emergency purposes and connect them to their primary care providers, other health care professionals, low-cost medication programs, and other social services; and substance use disorder services to prevent future medical emergencies, and

WHEREAS, Poulsbo was awarded a grant (‘County Grant’) from Kitsap County to provide social service professionals for Poulsbo Fire, Central Kitsap Fire &” Rescue, and South Kitsap Fire & Rescue, and an additional grant (‘Salish Grant’) for additional social worker staffing.

WHEREAS, the Central Kitsap was awarded a Olympic Community of Health grant (“OCH Grant”) to imbed a Substance Use Disorder Professional (SUDP) employed by Kitsap Recovery Center into all Kitsap CARES teams; and

WHEREAS, Saint Michael Medical Center has committed to pilot program to dedicate healthcare providers to work collaboratively with the fire CARES program in providing mobile integrated healthcare in the community

WHEREAS, the parties desire to enter into an agreement pursuant to the terms and conditions set forth here in order to develop coordinated Fire CARES teams within each jurisdiction.

AGREEMENT

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. Purpose. The purpose of this agreement is for the parties to establish their roles and responsibilities in the implementation and coordination of fire CARES program. Each Agency shall retain full authority for and jurisdiction over their fire CARES program, as provided for by RCW 52.02.020, and will be responsible the direction and supervision of their CARES team. This agreement will be in effect from January 1st, 2025 to December 31, 2026.
 - 1.1. The Fire Chiefs shall designate one department to be responsible for the financial management of Grant funds related to the CARES program;
 - The Fire Chiefs of each agency shall jointly establish the service level objectives of the fire CARES program and be responsible for approving multi-jurisdictional agreements, grants, and programs
 - 1.2. The Fire Chiefs shall designate one employee as the fire CARES program coordinator. The fire CARES program coordinator will be responsible for:
 - 1.2.1. developing and recommending standard operating, for individual agency adoption, and providing quality assurance.
 - 1.2.2. Managing the scheduling of SMMC healthcare providers and SUDP providers,
 - 1.2.3. Developing CARES reporting standards, and creating reports on community needs and program impacts,
 - 1.2.4. facilitating the development of relationships with partner agencies,
 - 1.2.5. recommending CARES related community awareness programs,
 - 1.2.6. identifying and pursuing funding sources, and submits grant requests
 - 1.2.7. Developing and managing an operating budget for the Fire CARES program, as approved by the Fire Chiefs.

Grant Management.

2. The Fire CARES program coordinator shall manage the County Grant budget and shall conduct the reporting and record keeping as required by Grantors and will ensure that the requirements of the Grant(s) are fulfilled.
 - 2.1. The Department providing financial management will perform the financial management of the County Grant funds and be responsible for reimbursing the other agencies per the adopted budget. Grant funding will be distributed to provide for the Fire CARES program coordinator and an equal distribution between the participating agencies for their Fire CARES program staffing, and then other grant dependent projects and benchmarks as required by the grantor(s).
 - 2.2. The Department providing Financing Management will, within thirty days of receipt of an invoice, reimburse the other agencies from the County Grant funds for properly submitted and documented invoices that are eligible for reimbursement.
3. Financing. Each party shall be responsible for any costs incurred in the implementation of this program that are not allowed for in the program budget.

CARES Team Personnel.

4. Poulsbo, Central Kitsap, and South Kitsap will determine the appropriate level of staffing for their individual Fire CARES team, with intent that each agency provide maintain a bachelor level social service professional.
5. Each agency will identify Chief Officer to be responsible for the operational supervision of their respective CARES programs and the assigned personnel.
 - 5.1. Clinical supervision of a Fire CARES social worker may be provided by another agency's licensed social worker as necessary for licensure and training requirements, when mutually agreed upon by the agencies.
 - 5.2. Each agency will be responsible for providing the tools and equipment necessary to support the CARES program, including; office space, vehicles, and personal protective equipment.

Reporting and Information Sharing.

6. Poulsbo, South Kitsap and Central Kitsap will own and maintain an electronic records management system for HIPAA protected patient information for individuals assisted by the CARES Program.
7. All Fire CARES teams shall be members of Poulsbo, Central Kitsap and South Kitsap's "workforce" as such term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Such designation is for purposes of HIPAA compliance only and shall not be construed as altering the independent contractor relationship of the parties. As members of Fire CARES teams workforce for purposes of HIPAA compliance, the Medical Officer of Poulsbo, Central Kitsap and South Kitsap shall ensure that Fire CARES teams comply with shared policies and procedures governing the privacy and security of protected health information ("PHI), including but not limited to 42 CFR. If any change of law or regulation occurs which prohibits Fire CARES teams from being designated as a member of Poulsbo, Central Kitsap and South Kitsap's workforce for purposes of HIPAA compliance, the parties agree to negotiate in good faith to reform or modify this agreement or enter into a separate agreement as necessary to permit Fire CARES teams as necessary for such personnel to perform their responsibilities for the CARES Program.
8. Poulsbo, South Kitsap and Central Kitsap will provide response statistics consistent with the Grantor(s), or as requested by the Fire CARES coordinator

Service Areas.

9. Poulsbo, South Kitsap and Central Kitsap will allow the CARES teams to operate in a 'dropped borders' model.
10. Poulsbo, South Kitsap and Central Kitsap will maintain automatic aid agreements with North Kitsap Fire and Rescue and Bainbridge Island Fire Department to allow the services of the CARES program to be provided within their jurisdictions.

Insurance and Liability.

11. Indemnification: Each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. Each party shall be responsible for its own legal costs and attorneys' fees. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.
12. Insurance Term: Each party shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by such party, its agents, representatives, or employees.
13. No Limitation: The maintenance of insurance as required by the Agreement shall not be construed to limit the liability of either party to the coverage provided by such insurance, or otherwise limit the other party's recourse to any remedy available at law or in equity.
14. Minimum Scope of Insurance: Each party shall obtain insurance of the types and coverage described below:
 - 14.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 - 14.2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Poulsbo shall be named as an additional insured under South Kitsap and Central Kitsap's Commercial General Liability insurance policy with respect to the work performed for Poulsbo using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
 - 14.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
15. Minimum Amounts of Insurance: Each party shall maintain the following insurance limits:
 - 15.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.
 - 15.2. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate
 - 15.3. Professional Liability insurance shall be written with limits no less than \$5,000,000 per claim and \$5,000,000 policy aggregate limit.
16. Other Insurance Provision: Each party's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as

respect the other party. Any insurance, self- insurance, or self-insured pool coverage maintained by the a party shall be excess of the other party's insurance and shall not contribute with it.

17. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII
18. Verification of Coverage: Each party shall furnish the other party with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
19. Notice of Cancellation: Each party shall provide the other party with written notice of any policy cancellation within two business days of its receipt of such notice.
20. In the alternative, either party to this agreement may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program authorized by RCW 48.62. In this regard, the parties understand that the party to this agreement who is a member of such a program is not able to name the other party as an "additional insured" under the liability coverage provided by the joint self-insurance program.
21. Failure to Maintain Insurance: Failure on the part of either party to maintain the insurance as required shall constitute a material breach of contract, upon which the other party may, after giving five business days notice to the breaching party to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the non-breaching party on demand, or at the sole discretion of the non-breaching party, offset against funds due to the other party.
22. Full Availability of Limits: If a party maintains higher insurance limits than the minimums shown above, the other party shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by such party, irrespective of whether such limits maintained by that party are greater than those required by this Agreement or whether any certificate of insurance furnished to a party evidences limits of liability lower than those maintained by the other party

Miscellaneous.

23. Property. Any property acquired by the Poulsbo, South Kitsap or Central Kitsap pursuant to this agreement shall remain property of Poulsbo, and any property acquired by Central Kitsap pursuant to this agreement shall remain property of Central Kitsap, and any property acquired by South Kitsap pursuant to this agreement shall remain property of South Kitsap.
24. Public Duty. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons. The duties of both parties under this agreement are duties owed to the public generally and by entering into this agreement, neither the

Poulsbo, South Kitsap or Central Kitsap incur a special duty to the other party, other agencies, or to any citizen receiving services through the CARES program.

- 25. Term/Termination. This agreement shall remain in effect until December 31st, 2024. This agreement may be terminated by either party upon the giving of sixty (60) days' written notice to the other party.
- 26. Notices. All notices, requests, demands, and other communications required by this agreement shall be in writing. Notices to the City shall be directed to the Poulsbo Fire Chief, Notices to Central Kitsap shall be directed to the Fire Chief, Notices to South Kitsap shall be directed to the South Kitsap Fire Chief.
- 27. Administration. This agreement shall be jointly administered by the Poulsbo Fire Chief, South Kitsap Fire Chief and Central Kitsap Fire Chief.
- 28. Spirit of Cooperation. Poulsbo, South Kitsap and Central Kitsap joint goal is to work with one another at all times in an open, reasonable, and fair manner, and in a spirit of mutual cooperation, so any disagreements, or potential disagreements, that arise between them regarding any aspect of the subject matter of this Agreement may be settled as quickly and fairly as possible.
- 29. Pursuant to R.C.W. 39.34.040, this agreement shall be recorded and posted on each department's websites.

IN WITNESS WHEREOF, the parties have signed as of the date set forth below.

POULSBO FIRE DEPARTMENT



James Gillard, Fire Chief Date

CENTRAL KITSAP FIRE AND RESCUE


Jason Christian 1/28/25 (Jan 29, 2025 10:13 PST)

Jason Christian, Fire Chief Date

SOUTH KITSAP FIRE AND RESCUE


Jeff Faucett (Jan 28, 2025 13:49 PST)

Jeff Faucett, Fire Chief Date

Kitsap County Grant CARES ILA 2025-2027 Clean

Final Audit Report

2025-01-29

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|-----------------|--|
| Created: | 2025-01-28 |
| By: | Serena Prince (sprince@ckfr.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAk_RIz5wnsGCBIAan88YknWGzURvEjdjV |

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-  Document created by Serena Prince (sprince@ckfr.org)
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-  Document emailed to Jim Gillard (jgillard@poulsbofire.org) for signature
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-  Document emailed to Jeff Faucett (jfaucett@skfr.org) for signature
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 Document e-signed by Jason Christian 1/28/25 (jchristian@ckfr.org)

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 Agreement completed.

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