

**INTERLOCAL AGREEMENT BETWEEN KITSAP COUNTY HUMAN SERVICES
DIVISION AND CENTRAL KITSAP FIRE AND RESCUE FOR SUBSTANCE USE
DISORDER PROFESSIONAL (SUDP) SERVICES AVAILABLE TO CENTRAL KITSAP
FIRE & RESCUE COMMUNITY ASSISTANCE, REFERRALS, AND EDUCATION
SERVICES ("CARES") PROGRAMS.**

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

RECITALS

WHEREAS, the County maintains a Department of Human Services with responsibility for matters related to the health and well-being of Kitsap residents, which includes public health and behavioral health related issues; and

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, the County has successfully operated Kitsap Recovery Center (KRC) and has experience employing Substance Use Disorder Professionals (SUDP) has a desire to expand those services to citizens identified by 911 use as candidates for substance abuse related treatment; and

WHEREAS, Central Kitsap was awarded a grant ("OCH grant") to contract for an SUDP to be embedded into all Kitsap Fire CARES programs in partnership with Kitsap Recovery Center; and

WHEREAS, the CARES program will help to identify 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, substance use disorder treatment, low-cost medication programs, and other social services; and

WHEREAS, Kitsap Recovery Center is well positioned to partner with Kitsap Fire CARES programs and employ an SUDP to work directly with and receive SUD referrals from Kitsap CARES teams; 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 parties desire to enter into an agreement pursuant to the terms and conditions set forth here in order to develop a Fire CARES SUDP program.

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. Responsibilities.

- 1.1. The County will maintain, hire, and be responsible for primary supervision of a Substance Use Disorder Professional. The SUDP will be required to work within the policies and procedures of each Fire Department and respond to requests for SUDP services from Kitsap Fire CARES teams. The requirements included in the attached Scope of Work (Attachment A) will be used as guidance for daily supervision.
- 1.2. Total cost of this ILA will not exceed \$134,000 and provide a SUDP 40 hours a week to Kitsap Fire CARES for no less than 12 months, exception provided for one month of "onboarding training" at KRC.
- 1.3. All persons employed or otherwise engaged by the County in connection with the County's obligations under Sections (the "Substance Use Disorder Professional") shall be members of Central Kitsap Fire'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 Central Kitsap Fire's workforce for purposes of HIPAA compliance, the County shall ensure that the SUDP comply with Central Kitsap Fire's policies and procedures governing the privacy and security of protected health information ("PHI"), including but not limited to Central Kitsap Fire's HIPAA training requirements. If any change of law or regulation occurs which prohibits the SUDP from being designated as a member of Central Kitsap Fire'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 Central Kitsap Fire to share PHI with the County SUDP as necessary for such personnel to perform their responsibilities for the CARES Program.
- 1.4. All Kitsap Fire teams medical records will be compliant with 42 CFR. Kitsap County will obtain written consent from SUDP clients prior to disclosing any protected information to any entity covered under 42 CFR. If a client changes the status of their disclosure agreement, Kitsap County will notify the referring Kitsap CARES teams as soon as practicable.
- 1.5. The SUDP will be required to sign a confidentiality agreement confirming they will not share any protected health information.

- 1.6. The County will own and maintain an electronic records management system for HIPAA protected patient information for individuals referred by the Fire CARES SUDP program.
- 1.7. The County will provide statistics and analytics as requested by Central Kitsap consistent with Fire Grant requirements.
- 1.8. The County shall submit invoices within 10 days after the close of each month.
- 1.9. The County will include two members of Kitsap Fire CARES in the hiring process of the SUDP.
- 1.10. Central Kitsap will be allowed to complete a driving and criminal background check on candidates prior to prior to final hiring of the SUDP.
- 1.11. Central Kitsap will have the right to refuse hiring a candidate based on information disclosed in the background check.

2.

- 2.1. Upon execution of both parties Central Kitsap shall be responsible for the funding of the Kitsap Fire CARES SUDP program, total cost for this program will not exceed \$134,000 and terminate on February 28th, 2025. This program can be extended if mutually agreed upon by both parties and additional funds are identified.
- 2.2. Central Kitsap will designate the County SUDP as members of Central Kitsap's workforce for purposes of HIPAA compliance and will ensure that such personnel are subject to all of Central Kitsap's policies and procedures governing the privacy and security of PHI, including but not limited to all HIPAA training requirements.
- 2.3. Central Kitsap will provide office space and a vehicle. This vehicle's legal ownership will be transferred to Kitsap County. At the termination of this ILA, Central Kitsap may elect to have the vehicles legal ownership returned to Central Kitsap.
- 2.4. Central Kitsap will, within thirty days of receipt of an invoice, reimburse the County for properly submitted and documented invoices that are eligible for reimbursement.
- 2.5. If Central Kitsap receives reimbursement by any federal, state, or other source for work described in Section I herein, and that funding is withdrawn, reduced or limited in any way, or the project is cancelled or substantially reduced after the execution date of this Agreement and prior to the completion of the work, CKFR may summarily terminate this Agreement.

3.

- 3.1 Central Kitsap will provide a vehicle to Kitsap County to be used within the scope of this program. Central Kitsap will transfer legal ownership to Kitsap County. Kitsap County will retain ownership of the vehicle for the duration this ILA.
- 3.2 Upon termination of this ILA Kitsap County will transfer legal ownership of the vehicle back to Central Kitsap Fire.

3.3 Kitsap County may alter the vehicle to meet Kitsap County Vehicle maintenance, safety and badging standards.

- 4. 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.**
- 5. 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 the such party, its agents, representatives, or employees.**
 - a. 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.**
 - b. Minimum Scope of Insurance: Each party shall obtain insurance of the types and coverage described below:**
 - i. 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.**
 - ii. 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 City shall be named as an additional insured under the Central Kitsap's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.**
 - iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.**

- c. **Minimum Amounts of Insurance:** Each party shall maintain the following insurance limits:
 - i. **Automobile Liability insurance** with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.
 - ii. **Commercial General Liability insurance** shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate
 - iii. **Professional Liability insurance** shall be written with limits no less than \$5,000,000 per claim and \$5,000,000 policy aggregate limit.
- d. **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 a party shall be excess of the other party's insurance and shall not contribute with it.
- e. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. **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.
- g. **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.
- h. 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.
- i. **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 day's 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

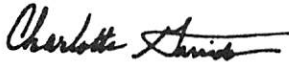
expended to be repaid to the non-breaching party on demand, or at the sole discretion of the non-breaching party, offset against funds due to the other party.

- j. **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.
- 6. **Property.** Any property acquired by the County pursuant to this agreement shall remain property of the County, and any property acquired by Central Kitsap pursuant to this agreement shall remain property of Central Kitsap.
 - 7. **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.
 - 8. **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 City or Central Kitsap incur a special duty to the other party, other agencies, or to any citizen receiving services through the CARES program
 - 9. **Term/Termination.** Upon execution of both parties this agreement shall remain in effect until February 28th, 2025. This agreement may be terminated by either party upon the giving of sixty (60) days' written notice to the other party.
 - 10. **Notices.** All notices, requests, demands, and other communications required by this agreement shall be in writing. Notices to the County shall be directed to the Department of Human Services Deputy Director. Notices to Central Kitsap shall be directed to the Fire Chief.
 - 11. **Administration.** This agreement shall be jointly administered by Kitsap County and the Chief of Central Kitsap Fire & Rescue.
 - 12. **Spirit of Cooperation.** The County and Central Kitsap's 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.

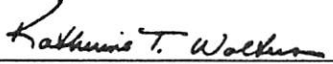
13. Filing with the County Auditor. Pursuant to R.C.W. 39.34.040, this agreement shall be recorded by the County with the Kitsap County Auditor as soon as reasonably possible after its execution by both parties.

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

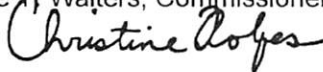
BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON



Charlotte Garrido, Chair



Katherine T. Walters, Commissioner



Christine Rolfes, Commissioner

Date: 11/27/23

ATTEST:



Dana Daniels, Clerk of the Board

CENTRAL KITSAP FIRE AND RESCUE

By: 

Printed: J. Christian

Title: Fire Chief

Date: 12.12.23

ATTACHMENT A SCOPE OF WORK

Purpose: This ILA will fund full time Substance Use Disorder Professional (SUDP) employed by Kitsap Recovery Center to work with the Poulsbo Fire CARES, Central Kitsap Fire CARES and South Kitsap Fire CARES programs. The SUDP will receive referrals from the CARES Programs. SUDP will work in the field with firefighters and other Fire CARES staff members, in Fire Departments, independently and KRC staff.

Objective

The objective of this contract is to increase access to Substance Use Disorder (SUD) services for Kitsap citizens' using 911 for issues related to SUD. Kitsap Fire CARES represents Poulsbo Fire, Central Kitsap Fire and South Kitsap Fire Department's Fire CARES programs. Fire CARES programs partner a social worker and firefighter who assist citizens with unmet non-emergent behavioral health needs. SUD services are a frequent need for CARES clients.

Scope

The SUDP will receive referrals from Kitsap Fire CARES teams and assist with the planning and coordination of associated counseling and educational programming services within an outpatient and/or inpatient setting, or in the community; implements and delivers prescribed services; coordinates on-going follow-up care services which include therapy, group and individual counseling; monitors and documents progress in treatment; makes referrals to voluntary treatment when indicated transport clients to regional treatment facilities.

Compensation

Total Cost of this ILA will not exceed \$134,000 and monthly invoices should not exceed \$11,166.

Requirements

Essential Job Duties:

- Cultivate positive, effective, collaborative working relationships with Fire Department personnel, behavioral health providers, other healthcare providers, social service agencies, homeless shelters, and other community support providers to assist individuals with mental illness, substance use disorders, and other behavioral health issues.
- Transport clients from locations within Kitsap County to regional SUD treatment facilities.
- Respond to SUD referrals from Kitsap Fire CARES by evaluating the individual's needs and creating a bridge to support and resources based on identified SUD need.
- Provide SUD assessments, and referrals to treatment providers, and case management services including motivational interviewing and goal setting as a part of the response to identified SUD needs.
- Follow-up and coordinate individuals' use of needed services and community resources.
- Maintain a Trauma Informed, Empowerment Model, and motivational interviewing approach to reestablish baseline functioning and improve overall well-being.
- Establish and maintain rapport with the populations served, promote best practices in engagement approaches, support systems and interventions.
- Provide resource information and referral suggestions to individuals, caregivers and Fire CARES team members.
- Respond to requests for information from first responders and the public about available services.
- Engage in education and outreach activities, particularly to agencies and organizations serving vulnerable populations.

- Meet with and interview contacts, families and other care providers to assess needs and eligibility for SUD services.
- Advocate needs of individuals within and outside the system; liaise between individuals in need of assistance, caregivers and service providers. Provide client-level and system-wide troubleshooting and advocacy.
- Consult with other agency professionals on difficult cases.
- Collect and report out on data related to outreach activities.
- Provide training for fire personnel in behavioral health related areas.

Technical Considerations Schedule/Deliverables Compliance/Acceptance Warranties Support/Maintenance

TECHNICAL

The SUDP provided by KRC must be a certified Substance Use Disorder Professional in Washington State authorized under WAC 246-811-030.

The SUDP provided by KRC should be available 40 hours a week Monday-Friday, daily work hours are flexible to meet the needs of clients.

CONSIDERATIONS SCHEDULE

This project is grant funded, and all funds must be expended by February 2025.



Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name: Principal: From: To:
WA UBI Number: RCW: Penalty Due: Wage Due:
License Number:

[Download all debarment data](#)

Show	25	per page	Showing 0 records						First	Previous	Next	Last							
Company Name	▲	UBI	◆	License	◆	Principals	◆	Status	◆	RCW	◆	Debar Begins	◆	Debar Ends	◆	Penalty Due	◆	Wages Due	◆
There are no records that match your search criteria.																			
Show	25	per page	Showing 0 records						First	Previous	Next	Last							