

**INTERLOCAL AGREEMENT
BETWEEN THE
CITY OF PORT ANGELES and CLALLAM COUNTY
RELATING TO
THE BILLING OF COUNTY INMATES**

(2e)
5/5/09

This Agreement is made and entered into between the City of Port Angeles, a municipal corporation of the State of Washington (hereinafter "City"), and the County of Clallam, a political subdivision of the State of Washington (hereinafter "County").

Pursuant to Chapter 39.34 RCW, which authorizes intergovernmental agreements, and in part on RCW 70.48.130 as now of hereafter amended or pursuant to any successor legislation, which delineates financial responsibility for emergency and necessary medical services provided to County Jail inmates, the City and the County agree as follows:

1. Services

The City shall provide emergency pre-hospital treatment and ambulance transport to inmates who have been booked into and are in the custody of the Clallam County Jail.

2. Terms

A. This Agreement shall be effective May 1, 2009, and will continue until terminated as provided below.

B. This Agreement may be terminated without just cause by either party upon ninety (90) days prior written notice.

3. Payment

A. In consideration of the services provided by the City, and except as provided in Paragraph B below, the County shall pay the City one hundred percent (100%) of the Medicaid rate for the service provided. The City and its ambulance billing contractor will use its best efforts to submit bills within forty-five (45) days of provision of the service. The bill will be mailed to:

Clallam County Correctional Facility
Attention: Jail Medical
223 East 4th Street, Suite 12
Port Angeles, WA 98362

B. The County shall not be responsible for payment on account of services provided to an inmate who is a City resident, or an inmate that is covered by a private, state, or federal health insurance, which includes coverage for emergency and ambulance services that meets or exceeds the Medicaid rate as outlined in "A". If applicable, the inmate's insurance will be billed, and any co-payments and deductibles shall be deemed to be satisfied by payment of their monthly Medic 1 utility charges. This section applies only if the inmate: provides the City with all requested information and documentation including, but not limited to, insurance information and medical records relative to billing for the ambulance service; and assigns to the City the patient's right to receive payment from all applicable third-party payers.

For the purpose of Paragraph B above, a City resident refers only to someone who maintains a dwelling unit inside the City as a fixed abode, and is assessed and is current with a monthly Medic 1 utility charge.

4. Confidentiality

- A. Confidential medical information will be available only to authorized personnel employed by the County.
- B. County agrees to adhere to state and federal regulations on confidentiality of medical information collected by the City and transmitted to the County. The City and the County have the responsibility to apply their own disciplinary actions for any of their own employees who violate confidentiality protocols.

5. Compensation

The County has budgeted funds to reimburse the City for the costs outlined in this agreement. The County agrees to make payment to the City within thirty (30) days of receipt of bill from the City.

6. Contact Persons

The City and the County will each appoint a representative who will be responsible for the administration of this Agreement. Unless otherwise designated in writing, the City contact person will be the Port Angeles Fire Chief. The County contact person will be the Sheriff's Office Jail Superintendent.

7. Dispute Resolution

Disputes shall be referred to the Sheriff and the City Council's designee for resolution. If disputes are not resolved by the parties within thirty (30) days of the referral, unless the parties agree to an extension of time, the dispute shall be referred to an arbitrator who has been mutually agreed upon by the City and County. Or if they cannot agree to an arbitrator, the parties will apply to the presiding judge of the Clallam County Superior Court for appointment of an arbitrator. The arbitrator's decision shall be final and binding on both parties. Each party shall pay one-half of the arbitrator's fee.

8. Entire Agreement

No other understanding, oral or written, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

9. Indemnification

The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

The City shall indemnify and hold harmless the County and its elected officials, officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final

judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility, which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the city, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

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The terms of Section 9 "Indemnification" shall survive the termination or expiration of this Agreement.

10. Severability

If any provision of this contract shall be held invalid, the remainder of this contract shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

DATED this fifth day of May, 2009.

City of Port Angeles

By: Gary Braun
Gary Braun, Mayor

Attest:

By: Becky J. Upton
Becky J. Upton, City Clerk, CMC

Approved as to Form:

By: William E. Bloor
William E. Bloor, City Attorney

Board of Clallam County Commissioners

By: Howard V. Doherty, Jr.
Howard V. Doherty, Jr., Chair

Attest:

By: Trish Holden
Trish Holden, Clerk of the Board, CMC

Approved as to Form:

By: Mark Nichols
Mark Nichols,
Deputy Prosecuting Attorney