INTERLOCAL AGREEMENT

COLLABORATIVE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the NORTH MASON REGIONAL FIRE AUTHORITY ("NMRFA"),a municipal corporation of the state of Washington, and MASON COUNTY PUBLIC HOSPITAL DISTRICT NO. 2 ("MCPHD2"), a municipal corporation of the State of Washington. This Agreement is to be made effective as of January 1, 2026. NMRFA and MCPHD2 are sometimes collectively referred to as the Parties or Individually as a Party.

RECITALS

1. NMRFA and the MCPHD2 serve the same general geographical area identified herein as the North Mason Community.

2. NMRFA maintains and provides fire protection and emergency medical services for the North Mason Community, and currently employs a Qualified Medical Provider to provide urgent and medical care within the North Mason community as a means to foster effective and efficient operations and improve patient care (Mobile Integrated Health Program).

3. MCPHD2 possess the power, legal authority, and responsibility to provide hospital and other health care services for the residents of its district.

4. NMRFA has the authority pursuant to RCW 35.21.930 to provide community outreach and assistance to residents of its jurisdiction and contract with any governmental entity pursuant to RCW 52.12.031 for emergency medical services.

5. MCPHD2, pursuant to RCW 70.44.240, desires to contract with NMRFA to extend the Mobile Integrated Health Program to serve residents of its district to reduce the demand on hospital service requirements and to provide better patient care in the North Mason Community.

6. NMRFA and MCPHD2 may enter into an agreement for joint or cooperative action to serve and benefit their constituents through the Washington State Interlocal Cooperation Act as promulgated in RCW 39.34.

7. The Parties believe that collaboration would provide the highest level of service with the least duplication and cost and allow for the completion of functions not possible within current funding and so desire to memorialize their agreement regarding the Mobile Integrated Health Program.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and benefits contained herein, it is agreed between the Parties as follows:

1. Definitions

1.1. Qualified Medical Provider means an individual licensed under RCW Chapter 70.245.010 (10).

2. NMRFA Responsibilities

2.1. Services. NMRFA will employ or contract with one or more Qualified Medical Provider(s) to provide the following services to the North Mason Community and its residents:

(a). Medical services that include but are not limited to the interview and examination of patients to determine a medical diagnosis; execution of routine medical procedures; the ordering of tests to ascertain the nature and extent of illnesses and injuries; interpreting lab values; prescribing medications and suggesting lifestyle changes to remedy medical problems; providing therapeutic treatments; making medical referrals; disinfecting/stitching wounds and setting bones, administering immunizations, assisting with emergency medical care, making house calls to treat and follow-up with patients; and cultivating a climate of trust and compassion for patients.

(b). NMRFA may modify the specific services under this agreement, provided that such modifications be subject to the final approval of MCPHD2. MCPHD2 reserves the right to terminate the agreement following modifications by NMRFA as provided under Section 5.2. Similarly, NMRFA may terminate the agreement under Section 5.2 if MCPHD2 fails to approve a NMRFA proposed service modification.

2.2. Annual Reports. NMRFA will provide MCPHD2 with annual data reports. Such reports shall include, but not be limited to, the following, subject to availability:

(a). the number of patients appropriately navigated away from emergency departments;

(b). the number of incidents appropriately navigated away from emergency system;

(c). data related to safe emergency department admission avoidance;

(d). data points specific to safe emergency department avoidance including, but not limited to, the number of patients left at home, the number of patients navigated, and the numbers and locations of where patients were navigated;

(e). data points related to changes in response times and cost effectiveness of response times attributable to the program;

(f). data points related to changes to the unnecessarily repetitive use of 911 by navigated patients;

(g). Other measurable data points that the Parties collectively determine will be mutually beneficial to the parties;

(h). An annual accounting report of all Mobile Integrated Health Program expenditures along with documentation demonstrating the use and allocation of the MCPHD2 provided funds.

3. MCPHD2 Responsibilities.

3.1. MCPHD2 shall directly compensate NMRFA in an annual amount of $150,000.00 to be paid in one installment no later than December ~~1st~~ 15th of each year of the Term.

4. Term. This Agreement shall be effective as of January 1, 2026, and shall continue until December 31, 2028, unless otherwise terminated as set forth herein.

5. Termination.

5.1. By Notice. Either Party may terminate this Agreement at the end of a calendar year without cause upon one hundred eighty (180) days' prior written notice to the other Party.

5.2. Upon Modification. Either Party may terminate this Agreement upon sixty (60) days' prior written notice to the other Party following a disagreement regarding a modification of the services as described in Section 2.1(b).

5.3. Material Breach. Either Party may terminate this Agreement in the event of a material breach of this Agreement by the other Party pursuant to the following process:

(a). The non-breaching party shall provide the breaching Party with written notice which sets forth the alleged material breach(es).

(b). The breaching party shall have thirty (30) days following receipt of the notice from the non-breaching party (the "Cure Period") to cure such alleged Material Breach(es).

(c). In the event that the breaching party fails to cure such Material Breaches during the Cure Period, the non-breaching party may terminate this Agreement upon the expiration of the Cure Period by providing the breaching party with written notice of termination of this Agreement.

(d). The right to terminate this Agreement set forth in this paragraph shall be in addition to the other rights and remedies available to the parties under applicable law, including, but not limited to, such remedies as set forth in Chapter 39.34 RCW

5.4. Payment. Except in the case of a material breach, payment due for an early termination under this Section shall be a pro rata amount based upon the portion of the Term for which services were provided.

5.5. Revenue. If the annual accounting report submitted by NMRFA to MCPHD2 documents program's annual operating revenues exceeded program operating expenses for the previous year, the Boards of each party will jointly meet withing 30 days of report submission. The purpose of the meeting will be to discuss and jointly agree in writing to a revised compensation amount as identified in Section 3.1. If the parties cannot agree to a revised compensation amount, MCPHD2 may terminate the Agreement by providing NMRFA with 30 days written notice.

6. **Employment Status of NMRFA Personnel.** NMRFA personnel who provide services under this Agreement including those hired using the funding from MCPHD2 shall remain personnel of the NMRFA and shall not be considered personnel of MCPHD2. The NMRFA shall, at all times, be solely responsible for the conduct of its personnel in performing the services called for in this Agreement and shall be solely responsible for all compensation, benefits, employment taxes and insurance for its personnel. NMRFA personnel shall not be entitled to any benefit provided to personnel of MCPHD2.

7. **Independent Contractor.** No relationship of employer and employee is created by this Agreement, and NMRFA is an independent contractor. Further, the parties acknowledge that no common law agency relationship exists. There are no intended third party beneficiaries under this Agreement.

8. **Health Care Information.** NMRFA and MCPHD2 are covered entities within the meaning of and subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Both Parties shall comply with all state and federal requirements regarding patient health information while performing services under this Agreement.

9. **Administration of the Agreement**. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered by the Chief executive officers of each Party.

10. **Indemnification**

10.1. To the extent permitted by law, NMRFA shall indemnify and hold harmless MCPHD2, its agents, employees, commissioners and/or officers, from and against any liability and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the other party arising out of, in connection with the NMRFA's performance or failure to perform any aspect of this Agreement. Notwithstanding this section, if such claims are caused by or result from the concurrent negligence of: the Parties; or that of the parties, and/or their agents, employees, or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of NMRFA and its agents, employees, commissioners and/or officers; and provided further, that nothing herein shall require one Party to hold harmless or defend the other Party, its agents, employees and/or officers from any claims arising from the sole negligence of the other party, its agents, employees, and/or officers. No liability shall attach to either party by reason of entering into this Agreement except as expressly provided herein.

Each party to this Agreement shall indemnify and hold the other party harmless with respect to all costs, liability, damages and expenses, including reasonable attorneys' fees, and costs which are related to or arise out of the negligent or willful conduct or misconduct

of that party, or that party's agents, officers, directors, employees or independent contractors, under this Agreement.

Washington Industrial Insurance Act. The foregoing indemnity is specifically and expressly intended to constitute a waiver of NMRFA's immunity under Washington's Industrial Insurance Act, RCW Title 51, with respect to MCPHD2. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

11. Miscellaneous

11.1. Non-Exclusive Agreement. The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations.

11.2. No Duty Created. The Services provided under this Agreement represent an extension and expansion of services the NMRFA owes to the public in general. Neither Party intends to create a special relationship or duty to the other Party or to the public served by either Party.

11.3. Non-Waiver of Breach. The failure of either Party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

11.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

11.5. Assignment. Any assignment of this Agreement by either Party without the prior written consent of the non-assigning Party shall be void. If the non-assigning Party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties and is not intended to confer rights or benefits upon any third parties.

11.6. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party and subject to ratification by the legislative body of each Party.

11.7. Compliance with Laws. Each Party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.

11.8. Entire Agreement. The written terms and provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior communications, negotiations, representations, or agreements, either verbal or written of any officer or other representative of each Party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement.

11.9. Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

11.10. Interpretation. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

11.11. Notice. All communications regarding this Agreement shall be sent to the Parties at the addresses listed on the signature page of this Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

11.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

NORTH MASON REGIONAL FIRE AUTHORITY

By: _____

Print Name: Beau Bakken
Its: Fire Chief

DATE: 10-29-25

NOTICES TO BE SENT TO:

P. O. Box 277 (address)
Belfair, WA 98528
360-275-6711 (telephone)
360-275-6224 (facsimile)

MASON COUNTY PUBLIC HOSPITAL DISTRICT No. 2

By: Sandra Robertson

Print Name: Sandra Robertson
Its: Superintendent

DATE: 10-29-2025

NOTICES TO BE SENT TO:

P. O. Box 1626 (address)
Belfair, WA 98528
360-275-2517 (telephone)
N/A (facsimile)