

**Interlocal Agreement Between  
Public Hospital District No. 1 of Mason County  
And  
Central Mason Fire & EMS**

THIS AGREEMENT is dated this 5 day of May 2023, by and between Public Hospital District No. 1 of Mason County, a municipal corporation, hereinafter referred to as the "Mason Health" and Mason County Fire District No. 5, a municipal corporation doing business as Central Mason Fire-EMS, hereinafter referred to as the "CMFE".

**RECITALS**

- A. The Mason Health was formed pursuant to Chapter 70.44 RCW as a Public Hospital District to own and operate hospitals and other health care facilities and to provide hospital services and other health care services for the residents of such districts and other persons.
- B. CMFE is a Washington Fire Protection District organized under authorized under Title 52 RCW.
- C. The Mason Health has the authority under RCW 70.44.060 to contract with other communities, corporations, or individuals for the healthcare service including ambulance services (EMS Services).
- D. CMFE has authority under RCW 52.12.031 to contract with any governmental entity under chapter 39.34 RCW to provide emergency medical services (EMS Services).
- E. The Parties desire to enter an interlocal agreement for CMFE to be the primary provider of Inter Facility Transport for Mason Health.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided agree as follows:

- 1. Mason Health hereby agrees that CMFE is to be the primary provider of Inter Facility Transport (IFT's) originating from their facility. Mason Health agrees to contact CMFE for all Basic Life Support (BLS) and Advanced Life Support (ALS) transport services, prior to contacting any other EMS agency, giving CMFE the first opportunity to provide the service. An exception to this would be services that CMFE cannot provide, air ambulance, specialized pediatric unit, etc.
- 2. CMFE agrees to provide Mason Health Basic Life Support (BLS) and Advanced Life Support (ALS) Inter Facility Transport (IFT) services 24 hours a day, 365 days a year. CMFE agrees to provide Mason Health with local (in-county) transport, and out-of-

county transport services. In the event CMFE cannot provide the appropriate unit, in the time frame needed, CMFE will make every effort to assist Mason Health in finding an available unit to provide the service. This would include recommending other agencies for Mason Health to contact, Olympic Ambulance, AMR etc. If needed CMFE will contact other local agencies on behalf of MGH and attempt to locate an appropriate unit to provide the transport in the time frame needed.

3. When providing Inter Facility Transports for Mason Health, Mason Health agrees to provide CMFE's transporting crew with all required paperwork to facilitate the transport, to provide appropriate patient care, and to bill the patient and or the patient's insurance. CMFE will not bill Mason Health for any transport services except for the following:
  - a. Wait and return transport of patients needing services normally provided by Mason Health.
  - b. Voluntary psychiatric transport arranged by Mason Health.
  - c. Any requested, special circumstance transport that does not qualify for patient or insurance provider billing.
4. Mason Health agrees to pay CMFE for transport types listed. In 3(a)-(c) as CMFE cannot bill the patient or the patient's insurance for these services. These services will be paid by Mason Health at the Medicare/Medicaid billable rates in place at the time of service.
5. **Term:** The term of this Primary Provider Agreement shall begin on June 1, 2023 (the "Commencement Date") and will automatically renew annually unless CMFE or Mason Health wishes to cancel this agreement. In the event either of the parties wishes to cancel, 30 days' notice will be given in writing to the other Party, indicating their wish to terminate this Agreement.
6. **Independent Contractor:** Nothing in this Agreement shall be considered to create the relationship of employer and employee, agency, or joint venture between the Parties. Neither CMFE nor any employee of CMFE shall be entitled to any benefits accorded Mason Health's employees by virtue of the services provided under this Agreement. Mason Health shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to CMFE nor any employee of CMFE.
7. **Notices:** Any notice required or permitted under this Agreement shall be sufficient if in writing and delivered personally to the other Party or sent by registered or certified mail, return receipt requested, postage prepaid, to the other Party at the following addresses:

If to Mason Health: Public Hospital District No. 1 of Mason County  
901 Mt. View Drive, Building 1

Shelton, Washington 98584  
Attention: Eric Moll

If to CMFE: Central Mason Fire-EMS  
122 W. Franklin Street  
Shelton, Washington 98584  
Attention: \_\_\_\_\_

Notice shall be deemed effective upon the earlier of actual delivery to the recipient or three (3) days after the date on which such notice was registered or certified. Either Party may change its address for purposes of this section by giving notice to the other Party of the new address in the manner described herein.

8. **Indemnification:** Each Party ("Indemnitor") shall indemnify and hold harmless the other Party, its members, managers, officers, agents, or employees, from and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including reasonable attorneys' costs and fees) (collectively, "Claims"), resulting in any manner, directly or indirectly, from any acts or omissions of indemnitor, its directors, officers, employees, or agents. Notwithstanding the foregoing, the Indemnitor shall not be liable under this section to the extent that a Claim is covered as a peril or loss insured against in its liability insurance policy then in force and effect, provided further, however, that this section shall not have any force or effect if the implementation of this section will in any manner negate, cancel or cause the loss of the insurance coverage otherwise available to any Party under a liability insurance policy.
9. **Dispute Resolution:** In the event a dispute shall arise between the Parties to this Agreement, the Parties agree to participate in at least four hours of mediation with a mutually agreeable attorney. The Parties agree to share equally in the costs of the mediation. The mediation shall be held in Mason County or such other place as mutually agreed by the parties. Any controversy or claim arising out of or relating to this Agreement, or its breach, not settled by mediation, shall be settled by binding arbitration in accordance with Chapter 7.06 RCW and the Rules of Mandatory Arbitration for the Superior Court of the State of Washington. The Parties agree to jointly select an arbitrator or failing such agreement an arbitrator shall be appointed by the Mason County Superior Court Judge. The Parties specifically agree that the arbitrator shall have injunctive powers and that the arbitrator's decision shall be final. The Parties hereby waive the right to request trial de novo and waive the monetary jurisdictional limit for MARs. Each Party shall bear their own costs and attorney fees.
10. **Waiver of Breach:** The waiver by either Party of the other's breach of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either CMFE
11. **Governing Law and Venue:** This Agreement shall be governed for all purposes by the law of the State of Washington. The venue for any action arising under this Agreement

shall be in Mason County, Washington, unless otherwise mutually agreed in writing by the parties.

12. **Entire Agreement.** This Agreement sets forth the entire agreement, and supersedes any and all prior agreements (including, without limitation, any informal discussions, letter agreements or other agreements) of the Parties.
13. **Amendments:** No amendments or variations of the terms and conditions of this Agreement shall be valid unless they are in writing and signed by all of the Parties thereto.
14. **Agreement to Perform Any Acts Necessary:** Each Party agrees to perform any further acts and to execute and deliver any further documents as may be reasonably necessary to fully effectuate the provisions of this Agreement.
15. **Force Majeure:** Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, terrorism, bomb threats, computer virus, epidemic, power outage, acts of war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery, or supplies, vandalism, strikes or other work interruptions by the employees of any Party, or any other cause beyond the reasonable control of the Party affected thereby. However, each Party shall utilize its best good faith efforts to perform under this Agreement in the event of any such occurrence or circumstance.
16. **Severability:** This Agreement will be enforced to the fullest extent permitted by applicable law. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or other governmental authority of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement, which shall remain in full force and effect.
17. **Section Headings:** Section headings are included herein for the convenience of the parties and do not form a substantive part of this agreement.
18. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement effective the date first above written.

Public Hospital District No. 1

  
by: Eric Moll, Chief Executive Officer

Mason County Fire District No. 5

  
by: Jeff Snyder, Fire Chief