Kittitas County
Review Form
Grants & Contract Agreement

Today's Date 09/22/2014		Agenda Date
Fund/Department 116-Public Health		

Contract/Grant Information

Contract /Grant Agency: AmeriCares		
Period Begin Date: Upon signature		Period End Date: 1 Year from date signed
Total Grant/Contract Amount: None		
Grant/Contract Number:		
Contract/Grant Summary: The purpose of this agreement between AmeriCares Foundation, Inc. referred to as "AmeriCares: and Kittitas County Public Health is to establish terms and guidelines for receiving, distributing and/or dispensing gift-in-kind donations from AmeriCares.		

Recommendation for Board of Health and Board of Health Review on _____

Department Head Signature: _____, Administrator Date:_____

Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:
APPROVED AS TO FORM:

_____

Signature of Prosecutor's Office Date

_____

Signature of Auditor's Office Date

_____

Signature of Board of Health member Date

Financial Information

Total Amount $	State Funds $	Federal Funds $
Percentage County Funds	Matching Funds $	CFDA#
	In-Kind $ Explain	

Is Equipment being purchased?	Who owns equipment?
New Personnel being hired?	Contact HR hiring – reporting requirements
Future impacts or liability to Kittitas County:	

Budget Information

Budget Amendment Needed?	Yes ☐ attach budget form	No ☐ Why not
New Division Created?		
Revenue Code		

Pass Through Information

Agency to Pass Through	
Amount to Pass Through	$
Sub-Contract Approved	Date:

Prosecutor Review

Has the Prosecutor reviewed this agreement?	Yes ☐ No ☐

County Departments Impacted

	Auditor		Facilities Maintenance
	Information Services		Human Resource
	Prosecutor		Treasurer

Submitted

Signature:	Date:
Department:	

Assignment of Tracking Information

Auditor's Office	
Human Resource	
Prosecutor's Office	
Who Signed the grant application	

Reviewer	Date

AmeriCares

88 Hamilton Avenue, Stamford, CT 06902
203-658-9690
1-800-486-HELP
Fax: 203-658-9604
www.americares.org

UNITED STATES AFFILIATE PARTNERSHIP AGREEMENT

I. Purpose

The purpose of this agreement between AmeriCares Foundation, Inc. referred to as "AmeriCares" and (referred to as "Affiliate") is to establish terms and guidelines for receiving, distributing and/or dispensing gift-in-kind donations from AmeriCares. AmeriCares aims to deliver high quality medical products—free of charge—to organizations and health care institutions serving vulnerable and underserved populations around the globe.

II. Agreement Period

Upon signature, this Affiliate Agreement will cover the year following agreement date (365 days). Thereafter, this Agreement may be extended upon mutual agreement. It will be reviewed by both parties periodically to ensure fulfillment of its purpose and to make any necessary additions and revisions.

III. Roles & Responsibilities

AmeriCares

1. AmeriCares only accepts items from reliable sources, such as manufacturers and licensed wholesale distributors. Prior to receipt by AmeriCares, all offers of medical items are reviewed by the AmeriCares Medical Director and/or Pharmacist to ensure compliance with organizational standards and objectives.
2. AmeriCares warehouses are fully licensed and equipped to meet storage requirements for medical items.
3. AmeriCares will notify the Affiliate of any unusual characteristics relating to an offer of gift-in-kind donations, including but not limited to: bulk packaging, cold chain requirements, special usage considerations, donor restrictions, etc.
4. AmeriCares will only ship items that have been reviewed and formally accepted by the Affiliate through the Web-based US Access system. Upon Affiliate's submittal of a shopping cart, AmeriCares will make every attempt to provide the items requested in the shopping cart. AmeriCares will notify Affiliate of any items that cannot be provided or shipped.
5. AmeriCares will investigate instances of missing, damaged and/or tampered-with products, based on Affiliate notification to AmeriCares at the time of receipt by completing the *Detailed Confirmation of Receipt* form.
6. AmeriCares reserves the right to inspect all locations where the Affiliate stores and/or administers AmeriCares donations.
7. AmeriCares reserves the right to be involved in all phases of this program, including on-site visits to program activities, periodic implementation meetings and other measures necessary to monitor activities under this Agreement. AmeriCares will provide a minimum of two weeks prior notification, whenever possible, prior to any site visit.
8. AmeriCares reserves the right to audit (either directly or through a third party audit firm) the Affiliate's activities related to the implementation of these agreement activities, to ensure compliance with this agreement.

Affiliate

1. Affiliate agrees that it will be fully informed of and abide by all applicable Federal, State and local laws and regulations, including the receiving and dispensing of pharmaceutical products.
2. Affiliate certifies that it will distribute and dispense AmeriCares donations free of charge only to:
    a. Uninsured people whose income is ≤ 200% of the federal poverty level.
    b. People who are underinsured, which includes those with Medicaid or Medicare coverage, whose income is ≤ 200% of the federal poverty level AND have no prescription drug coverage OR cannot afford the prescription co-pay.
3. Affiliate will have adequate facilities, organizational capacity, and legal authorization to properly store, distribute and dispense all items in the volumes requested and agrees to segregate AmeriCares donated products from other products in Affiliate's inventory to ensure AmeriCares donations go only to eligible individuals (see 2 a and b in this section of the Agreement for eligibility criteria).
4. Affiliate will have inventory management procedures that maintain supply chain integrity and track the distribution and usage of products by lot number, including procedures for: receiving products; dispatching products; periodic physical inventory counts; handling discrepancies between product records and inventory; destruction of expired or unusable products; record keeping, controls and reporting. Affiliate should be prepared to provide detailed reporting on distribution quantities versus receipts (without patient identifiers) to ensure that they match up and also be prepared to provide names of individuals who have access to the medications. AmeriCares and the Affiliate may discuss throughout the agreement period ways to strengthen controls or improve inventory management practices.
5. Affiliate certifies that it will not require or solicit payment from institutions or individuals in association with the distribution of products donated by AmeriCares. This excludes administrative fees charged for the visit and/or medical services provided.
6. Affiliate agrees and acknowledges that AmeriCares donations will neither be sold nor billed for, traded, nor returned to the original manufacturer for credit.
7. Affiliate will not sub-distribute AmeriCares donated product without prior written approval from AmeriCares and will not export products donated by AmeriCares.
8. Affiliate agrees to make every effort to utilize AmeriCares donations prior to date of expiry. Affiliate will not distribute or dispense expired products or any products deemed substandard or of questionable quality.
9. Affiliate agrees to destroy expired AmeriCares donations in accordance with local regulations, laws and manufacturer guidelines and also implement systems and procedures to segregate donated product and prevent returns for credit.
10. If affiliate does not have procedures and systems in place to distinguish products donated by AmeriCares from other products that are not subject to segregation, distribution, and disposal requirements, Affiliate agrees to adhere stickers provided by AmeriCares to every prescription and over-the-counter medication container to ensure proper segregation.
11. If the Affiliate is not able to utilize an AmeriCares donation(s) prior to their expiration date, product destruction costs will be the responsibility of the Affiliate. In the event that the Affiliate has been informed of an *AmeriCares Product Recall,* or if AmeriCares shipped more than an Affiliate approved, AmeriCares will reimburse Affiliate for the cost of destruction, if necessary.
12. Affiliate confirms that it has not provided, and will take all reasonable steps to ensure that it does not and will not provide material support or otherwise engage in dealings with any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist or other acts contrary to the national security of the United States.
13. Affiliate will provide AmeriCares with proof of its status as a U.S. not-for-profit, charitable, public or government organization or other not-for-profit entity. Upon request by AmeriCares, the Affiliate agrees to provide AmeriCares with additional information on the Affiliate's organization, including but not limited to: annual audited financial statements; copies of licenses and permits pertinent to the implementation of these partnership activities; names of Board of Directors members and key staff; and activity reports.
14. Affiliate will designate one person to serve as a primary contact for AmeriCares.

15. Affiliate will have a licensed medical professional (physician, pharmacist, nurse or other qualified medical practitioner) on staff, on the board of directors or as a consultant (paid or volunteer) who is authorized to receive and distribute prescription medications on behalf of the organization. This medical professional will review each product order before it is submitted, determine the appropriateness and usability of the items in the volumes requested, and assume responsibility for the appropriate storage and dispensing of all prescription medications and products donated by AmeriCares. This medical professional will be duly licensed in the U.S. State where the Affiliate is located and will sign the Medical Professional Agreement of Responsibility. Affiliate will notify AmeriCares within 10 business days if the medical professional ceases operating in their role, and Affiliate will appoint a newly designated medical professional who will execute a Medical Professional Agreement of Responsibility in a timely manner.
16. Affiliate agrees to complete and submit to AmeriCares a *Detailed Confirmation of Receipt* form within **10 business days** of receiving a shipment.
17. The relationship between AmeriCares and Affiliate is that of independent entities. No partnership, joint venture or other legal entity is created. Neither party shall have the authority to bind the other in any manner and shall not represent itself as an agent of the other party or as otherwise authorized to act for or on behalf of the other party.
18. Affiliate agrees to notify AmeriCares immediately of any occurrence that has the potential to negatively impact this partnership's stakeholders, including Affiliate's beneficiaries and/or recipient organizations, AmeriCares and/or AmeriCares donors. Examples of such occurrences may include: an "adverse event" in patients who have received AmeriCares donated products; product quality concerns; or legal claims made against the Affiliate in relation to the activities of this partnership. In the case of an "adverse event," which is defined as "any undesirable experience associated with the use of a medical product in a patient," Affiliate will **immediately (within 24 hours)** notify AmeriCares by calling the AmeriCares Emergency Hotline at 203-658-9658 and complete an "AmeriCares Incident Report Form." The AmeriCares Incident Report Form includes full contact information for the persons providing the report, date of the adverse event, description of the product in question, explanation of the adverse event, and general identification of the subject thereof.

IV. Indemnity

1. Each of the parties shall defend, indemnify and hold the Indemnified Parties harmless from and against any and all Covered Liabilities arising out of or relating to any claims or demands brought by third parties and/or any governmental authority, arising out of or in connection with this Agreement, the medical items donated by AmeriCares and/or the medical services provided by Affiliate.
2. Neither party shall be liable to the other party for any punitive, special, incidental, indirect, consequential or other similar damages arising directly or indirectly out of the transactions contemplated by this Agreement, even if the party has been advised of the possibility of such damages.
3. The indemnities contained in this Agreement shall survive the termination of this Agreement for any reason.
4. For purposes of this Section IV, "Indemnified Parties" shall mean the other party and such other party's employees, directors, shareholders, subcontractors, agents, officers, successors and permitted assigns. "Covered Liabilities" shall mean any and all liabilities, obligations, damages and deficiencies, costs and expenses, including reasonable attorneys fees and the costs incurred to enforce this indemnification provision.

V. Suspension/Termination of Agreement

1. AmeriCares may suspend Affiliate shipments and agreement activities in the event that the Affiliate fails to comply with the principles and/or terms set out in this agreement.
2. Either organization may terminate this Agreement upon at least thirty (30) days written notice. Before termination, Affiliate agrees to submit a detailed listing in writing of any AmeriCares donations remaining in its possession as well as products remaining at any recipient institutions, if applicable. Affiliate agrees to work with AmeriCares on a plan for usage, distribution, return of donated products to AmeriCares, or

destruction of remaining inventory prior to agreement termination.

VI. Dispute Resolution

1. Any claim, dispute and other unresolved matter in question arising out of or related to this Agreement shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be 1) administered by the American Arbitration Association and 2) conducted in the City of Stamford, Connecticut.
2. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
3. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

By signing this document, I certify that I am authorized to commit my organization to uphold and abide by the partnership terms and guidelines detailed above.

For AmeriCares Foundation, Inc.:

_____
Signature

_____
Print Name

_____
Title

_____
Date

Affiliate Name: _____

_____
Signature

_____
Print Name

_____
CEO/Executive Director

_____
Date