

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

**RESOLUTION TO AUTHORIZE THE EXECUTION OF AN AGREEMENT
BETWEEN THE AMERICARES FOUNDATION AND
THE KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT**

RESOLUTION No. 2015 - 182

WHEREAS, Kittitas County, through the Kittitas County Public Health Department, is charged with the preservation, promotion, and improvement of health in the county; and

WHEREAS, the AmeriCares Foundation is a non-profit disaster relief and humanitarian aid organization that donates medicines, vaccines, and medical supplies to partner organizations located in the United States and countries around the world; and

WHEREAS, the Director of the Kittitas County Public Health Department is requesting authorization for the Kittitas County Public Health Department to partner with the AmeriCares Foundation to allow for the receipt of donated vaccines and other medical products at no cost to Kittitas County; and

WHEREAS, All parties have agreed to enter into such a partnership under the terms and conditions of the Affiliate Partnership Agreement (hereinafter, the "agreement") attached hereto; and

WHEREAS, the Board of County Commissioners authorized the execution of said agreement with the AmeriCares Foundation by action taken at a regular meeting; and

NOW THEREFORE, BE IT HEREBY RESOLVED that the Board of County Commissioners of Kittitas County, Washington authorizes the Director of the Kittitas County Public Health Department to execute the agreement with the AmeriCares Foundation that is attached hereto, and incorporated herein by this reference.

ADOPTED this 15th day of December 2015.



**BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON**



Gary Berndt, Chairman

ABSENT

Obie O'Brien, Vice Chairman



Paul Jewell, Commissioner

AmeriCares

U.S. MEDICAL ASSISTANCE PROGRAM

88 Hamilton Avenue, Stamford, CT 06902
 203-658-9690
 1-800-486-HELP
 Fax: 203-406-4429
www.americares.org

UNITED STATES AFFILIATE PARTNERSHIP AGREEMENT

I. Purpose

The purpose of this agreement between AmeriCares Foundation, Inc., 88 Hamilton Avenue, Stamford CT 06820, (referred to as "AmeriCares") and KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT, of ELLENSBURG, WA, (referred to as "Affiliate") is to establish terms and guidelines for receiving, distributing and/or dispensing gift-in-kind donations from AmeriCares.

I. Affiliate Responsibilities

- 1) Affiliate will be a U.S. not-for-profit, charitable, public or government organization with the legal authority to receive and dispense prescription drugs. Affiliate will notify AmeriCares of any change in the licensure status of the Affiliate (including change in non-profit status, change in clinic or health center licenses, pharmacy license, dispensary license, or medical director license), in writing, within 10 business days.
- 2) Affiliate agrees that it will be fully informed of and abide by all applicable Federal, State and local laws and regulations, including the Drug Supply Chain Security Act (DSCSA) which is Title II of the Drug Quality and Security Act of 2013.
- 3) Affiliate will distribute and/or dispense AmeriCares donations free of charge only to "Eligible Individuals." "Eligible Individuals" are defined as:
 - a. Uninsured people whose income is = 300% of the federal poverty level.
 - b. People who are underinsured, which includes those with Medicaid, Medicare or private insurance coverage, whose income is = 300% of the federal poverty level AND have no prescription drug coverage OR cannot afford the prescription co-pay.

Affiliate 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. No one may be denied access to AmeriCares donations solely based on the person's race, creed, color, religion, age, national origin, gender, disability, sexual orientation, or inability to pay.

- 4) If Affiliate also serves patients that do not meet the Eligible Individuals criteria, Affiliate will apply stickers to AmeriCares donations (prescription and/or over-the-counter) in order to ensure donated products go only to Eligible Individuals.
- 5) Affiliate will distribute and/or dispense AmeriCares donations for the intended program purposes and at the Affiliate's site. Affiliate will not sub-distribute or dispense AmeriCares donated product without prior written approval. Affiliate will not export AmeriCares donations, including but not limited to the use of donated products on medical mission trips.
- 6) Affiliate will have inventory management procedures that track the distribution and usage of products to the patient level by including procedures for: receiving products; dispatching products; monitoring expiration dates and temperature changes; destruction of expired or unusable products; record keeping, controls and reporting.
- 7) Affiliate should only order products from AmeriCares in quantities that it can utilize prior to their expiration date. All expired product must be destroyed in accordance with applicable regulations and Manufacturer guidelines, at the cost of the Affiliate. Affiliate must have procedures in place to prevent returns for credit, including adhering AmeriCares stickers to prevent return for credit, if warranted. In no event will affiliate distribute or dispense expired products or any products deemed substandard or of questionable quality. AmeriCares donations may never be sold, billed for, traded, or returned to the original manufacturer for credit.

II. Operational Guidelines

- 1) Before medical items are offered to an Affiliate, they are reviewed by the AmeriCares Medical Director and/or Pharmacist to ensure compliance with organizational standards and objectives. **Affiliate acknowledges that AmeriCares has made no warranties whatsoever and, further, has disclaimed all warranties as to the suitability or safety of any of the products, for any purpose, donated to Affiliate.**
- 2) Affiliate will appoint a licensed medical professional who has the legal authority to receive and dispense prescription medications on its behalf, the "Designated Medical Professional." The Designated Medical Professional will be responsible for: reviewing the products available through the Web-based US Access System; determining the appropriateness and usability of the items in the volumes requested; and placing the order with AmeriCares. Upon the Designated Medical Professional'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. Affiliate will ensure the Designated Medical Professional signs the Medical Professional Agreement of Responsibility on an annual basis and will notify AmeriCares within 10 business days if the Designated Medical Professional ceases operating in their role.

- 3) 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, product quality concerns, or legal claims made against the Affiliate in relation to the activities of this partnership. An "adverse event" is defined as "any undesirable experience associated with the use of a medical product in a patient." In the case of an adverse event, Affiliate will (within 24 hours) notify AmeriCares and will follow AmeriCares Adverse Event Procedures by calling the AmeriCares Emergency Hotline at 203-658-9658 and by completing an "AmeriCares Incident Report Form."
- 4) Affiliate agrees to allow AmeriCares to publicize the existence of the partnership between the two Parties as well as shipments made to Affiliate, including through use of social media.
- 5) 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.
- 6) 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.

III. Monitoring and Evaluation

- 1) Affiliate agrees to complete and submit AmeriCares *Detailed Confirmation of Receipt* form within 10 business days of receiving a shipment.
- 2) AmeriCares reserves the right to be involved in all phases of this partnership, including on-site visits to program activities, audits (either directly or through a third party audit firm to be paid for by AmeriCares) 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.
- 3) AmeriCares will investigate instances of missing, damaged or tampered with products. In the case of a possible diversion, Affiliate agrees to fully cooperate with AmeriCares and any outside investigators and/or law enforcement officials.

IV. Liability and 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 items donated by AmeriCares and/or the services provided by Affiliate. AmeriCares assumes no liability whatsoever for products liability.
- 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. Term/Suspension/Termination of Agreement

- 1) Upon signature, this Affiliate Agreement will cover the 2 years following the Agreement date (730 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.
- 2) 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.
- 3) 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

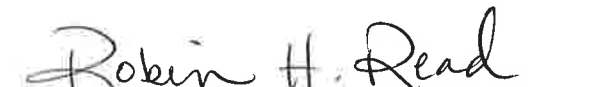
- 1) Any claim, dispute and other unresolved matter in question arising out of or related to this Agreement shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be 1) administered by the American Arbitration Association and 2) conducted in the City of Stamford, Connecticut.
- 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.

Signature of Medical Professional:

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.

Affiliate Name: KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT


Signature


Print Name

CEO/Executive Director


Date

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