

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT AND KITTITAS
VALLEY COMMUNITY HOSPITAL FOR A COORDINATED
CHRONIC DISEASE SELF MANAGEMENT TRAINING PROGRAM**

THIS AGREEMENT is made and entered into by and between Kittitas County, through the Kittitas County Public Health Department ("KCPHD"), and Kittitas County Hospital District No. 1, through Kittitas Valley Community Hospital ("KVCH") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

**ARTICLE I
PURPOSE**

- 1.01 **PURPOSE.** The purpose of this agreement is to promote a coordinated Chronic Disease Self Management Training Program by KVCH providing funding to KCPHD in order to conduct chronic disease self management courses.

**ARTICLE II
SERVICES BY KCPHD**

- 2.01 Under the terms of this agreement, KCPHD agrees to provide the following services:
- A. A qualified health educator to attend the five day chronic disease self management training.
 - B. The qualified health educator will conduct up to three chronic self disease management courses of six (6) weeks in length with a 2.5 hour class per week before March 1, 2012.
 - C. The qualified health educator will recruit people for the course from existing community referral sources, such as Aging and Long Term Care, Senior Centers, and various social or civic groups.

**ARTICLE III
SERVICES AND FUNDING BY KVCH**

- 3.01 Under the terms of this agreement, KVCH agrees to provide the following services and funding:
- A. KVCH medical providers shall refer all community members in need of the chronic self disease management course.
 - B. KVCH shall reimburse KCPHD for the staff time in attending the training, recruitment activities, course preparation, and conducting up to three (3) courses which are six weeks long with a 2.5 hour class per week.

**ARTICLE IV
ADMINISTRATION**

- 4.01 ADMINISTRATOR. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- 4.01.01 KCPHD representative shall be:

Robin Read
Health Promotion Manager
Kittitas County Public Health Department
507 N. Nanum Street, Suite 102
Ellensburg, WA 98926
Phone: 509-962-7581
Email: robin.read@co.kittitas.wa.us

- 4.01.02 KVCH representative shall be:

Rhonda Holden
Chief Quality Officer
Kittitas Valley Community Hospital
603 S. Chestnut St.
Ellensburg, WA 98926
Phone: 509-933-8653
Email: rholden@kvch.com

**ARTICLE V
DURATION AND RENEWAL OF AGREEMENT**

- 5.01 DURATION AND RENEWAL. This Agreement shall be effective as of February 7, 2011 and shall continue through the calendar year 2011, ending March 1, 2012. Both parties can annually review this agreement for renewal for the following year.

**ARTICLE VI
COMPENSATION TO KCPHD**

- 6.01 COMPENSATION. To compensate KCPHD for the aforementioned services, KVCH agrees that the starting date for said services to be February 7, 2011 and the ending date to be March 1, 2012. The rate of compensation is \$18.00 per hour plus hotel and meal costs for training and reimbursement for actual approved expenses incurred for teaching the courses.
- 6.02 INVOICES. KCPHD shall submit monthly invoices to KVCH for actual approved expenses.
- 6.03 PAYMENT. Upon receipt of the invoice, KVCH will issue a Purchase Order, which will be referenced on all payment documents. KVCH shall pay the amount invoiced within thirty (30) days after receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date of the Agreement.

**ARTICLE VII
PERFORMANCE OF AGREEMENT**

KVPHD and KVCH hereby jointly agree to the following:

- 7.01 COMPLIANCE WITH ALL LAWS. Each party shall comply with all federal, state, and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.
- 7.02 MAINTENANCE AND AUDIT OF RECORDS. Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement. These records shall be subjected to inspection, review and audit by

either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records, documents and other materials for the applicable retention period under federal and Washington law.

- 7.03 TREATMENT OF ASSETS AND PROPERTY. No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
- 7.04 IMPROPER INFLUENCE. Each party agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Agreement. Each party agrees, warrants and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining or extending this Agreement.
- 7.05 CONFLICT OF INTEREST. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

ARTICLE VIII INDEMNIFICATION

- 8.01 INDEMNIFICATION. Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the parties by reason of entering into this contract except as expressly provided herein.

ARTICLE IX DISPUTES

- 9.01 TIME. Time is of the essence of this Agreement
- 9.02 GOVERNING LAW AND VENUE. This Agreement shall be governed exclusively by the laws of the State of Washington. The Kittitas County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.
- 9.03 ATTORNEY'S FEES. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach,

default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees incurred in that action, arbitration or proceeding.

ARTICLE X TERMINATION

10.01 **TERMINATION.** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

ARTICLE XI GENERAL PROVISIONS

11.01 **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.** This agreement can be reviewed and mutually amended in writing as needed by the board members of the participating parties. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

11.02 **ASSIGNMENT.** Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

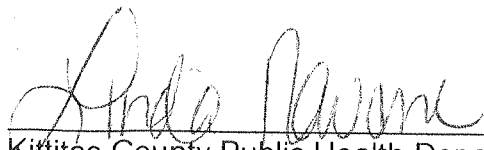
11.03 **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11.04 **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are

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

11.05 FILING. Pursuant to RCW 39.34.040, This Agreement shall be filed with the Kittitas County Auditor or, alternatively, posted on the County's website.

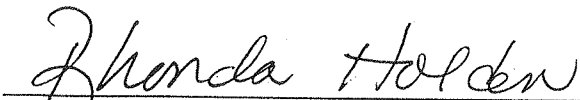
IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day
of _____, 2011.



Kittitas County Public Health Department

Date:

5/25/11



Kittitas Valley Community Hospital

Date:

5-31-11



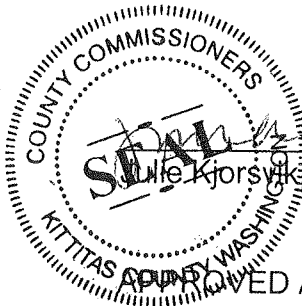
Chairperson

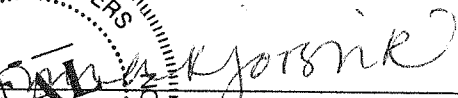
Kittitas County Board of Commissioners

Date:

5/17/2011

ATTEST:





Julie Kjorsvik Clerk of the Board

APPROVED AS TO FORM:



Suzanne M. Becker WSBA #40546

Deputy Prosecuting Attorney