Kittitas County
Review Form
Grants & Contract Agreement

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

Contract/Grant Information

Contract /Grant Agency: Interlocal Cooperative Agreement between Kittitas County Public Health Department and Kittitas Valley Community Hospital for Emergency Storage of Vaccine	
Period Begin Date: 05/01/2012	Period End Date: 12/31/2012
Total Grant/Contract Amount: None	
Grant/Contract Number:	

Contract/Grant Summary:
The purpose of this agreement is for the parties to promote efficiency in providing health services to the citizens of Kittitas County by Kittitas Valley Community Hospital providing emergency storage of Kittitas County Public Health Departments vaccine in the event of power or equipment failure at the KCPHD facility.

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

Department Head Signature: Linda Nowe, Administrator Date: 7/10/12

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

BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

RESOLUTION TO AUTHORIZE EXECUTION OF INTERLOCAL AGREEMENT WITH KITTITAS VALLEY COMMUNITY HOSPITAL FOR PROVIDING EMERGENCY STORAGE OF VACCINE

RESOLUTION No._____

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage; and

WHEREAS, the powers and duties of Kittitas County, through the Kittitas County Public Health Department includes the duty to inform the public as to the preservation, promotion and improvement of health in part through promoting and participation in the establishment of health educational or training activities; and

WHEREAS, The powers and duties of the Kittitas County Hospital District No 1 through the Kittitas Valley Community Hospital includes the ability to contract with other state agencies and health care practitioners to provide adequate storage for vaccine; and

WHEREAS, The Kittitas County Public Health Department and Kittitas Valley Community Hospital with to coordinate the emergency storage of vaccine for the health department due to equipment failure; and

WHEREAS, All parties have agreed to enter into such an agreement under the terms and conditions of the Interlocal Agreement shown on and attached hereto; and

WHEREAS, the Board of County Commissioners authorized the execution of this Interlocal Agreement by action taken at a regular meeting; and

NOW THEREFORE, BE IT HEREBY RESOLVED that the Board of County Commissioners of Kittitas County, Washington adopts the Interlocal Agreement with Kittitas Valley Community Hospital that is attached hereto.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

_____
Commissioner Alan Crankovich, Chair

_____
Commissioner Obie Obrien, Vice Chair

Commissioner Paul Jewell

ATTEST: CLERK OF THE BOARD

Julie A. Kjorsvik

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT AND KITTITAS VALLEY COMMUNITY HOSPITAL FOR EMERGENCY STORAGE OF VACCINE

THIS AGREEMENT is made and entered into by and between Kittitas County, through the Kittitas County Public Health Department ("KCPHD") and 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 for the parties to promote efficiency in providing health services to the citizens of Kittitas County by KVCH providing emergency storage of KCPHD's vaccine in the event of power or equipment failure at the KCPHD facility.

ARTICLE II
SERVICES BY KCPHD AND KVCH

2.01 Under the terms of this agreement, KCPHD agrees to provide the following services:

A. In the event of an emergency due to concern of failure to maintain vaccine integrity due to power or equipment failure of KCPHD vaccine storage unit (s), KCPHD's Community Health Services (CHS) Supervisor, or acting Supervisor, shall:

a. Notify KVCH pharmacy of KCPHD need for emergency storage of KCPHD vaccine;

b. Consult with KVCH pharmacy manager for an agreed upon delivery time for KCPHD staff to transport vaccine to the KVCH pharmacy ;

c. Label KCHPD vaccine "KCPHD" on each vaccine box for ease in identification of KCPHD vaccine within KVCH medication storage unit;

d. Assure transport of vaccine per KCPHD vaccine storage and handling protocols to ensure integrity of vaccine during transport to KVCH;

e. Provide the KVCH pharmacy manager with a detailed inventory report (vaccine name, lot number, and number of doses) of transported doses of KCPHD vaccine into the KVCH vaccine storage unit (s);

f. Provide the KVCH pharmacy manager with temperature log sheets for recording daily freezer and refrigeration temperatures;

g. Communicate daily to the KVCH pharmacy manager on the current status of KCPHD storage unit(s) for anticipated date of vaccine return to KCPHD; and

h. Consult with KVCH pharmacy manager for an agreed upon access time for retrieval of daily vaccine needs at KCPHD.

B. Annual training on proper vaccine storage. See Article V below.

2.02 Under the terms of this agreement, KVCH agrees to provide the following services:

A. Provide refrigeration and freezer storage for KCPHD's vaccine within the KVCH pharmacy's temperature monitored medication refrigeration and freezer storage units. KVCH shall ensure that KCPHD vaccine is stored in accordance with the manufacturer's specifications and the guidelines as outlined in the "Guidelines for Vaccine Storage and Handling" and the "Provider Guidelines for Receipt of Publicly Supplied Vaccine".

B. Allow KCPHD access to the vaccine for retrieval of needed vaccine for daily use until KCPHD vaccine storage unit (s) are meeting qualifications for proper storage temperatures.

C. At least twice a day, KVCH will record temperatures for any freezers or refrigerators used to store KCPHD vaccine. KVCH will provide temperature monitoring logs to KCPHD on at least a monthly basis.

D. If temperatures are either too warm or too cold per the above guidelines, KVCH will immediately report the storage incident to KCPHD as soon as possible and no more than one (1) working day of the storage incident.

ARTICLE III
ADMINISTRATION

3.01 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.

A. The KCPHD representative shall be:

Linda Navarre, CHS Supervisor
Kittitas County Public Health Department
507 N. Nanum Street, Suite 102
Ellensburg, WA 98926
Phone: (509) 962-7068
Fax: (509) 962-7581
E-Mail: linda.navarre@co.kittitas.wa.us

B. The KVCH representative shall be:

Terry Lerma, Pharmacy Director
Kittitas Valley Community Hospital
603 S. Chestnut St.
Ellensburg, WA 98926
Phone: 509-933-
E-Mail: @kvch.com

ARTICLE IV
DURATION AND RENEWAL OF AGREEMENT

4.01 DURATION AND RENEWAL. This Agreement shall be effective when executed by both parties and ends December 31, 2012. Both parties can annually review this agreement for renewal for the following year.

ARTICLE V
COMPENSATION

5.01 COMPENSATION. In exchange for the emergency storage, KCPHD shall provide KVCH with a training class once per calendar year on proper vaccine storage. The training shall be provided free of charge to KVCH, regardless of whether KCPHD utilizes KVCH for emergency vaccine storage during the year. The training shall be scheduled at time that is convenient for both KVCH and KCPHD.

5.02 FINANCING. Each party will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the objectives of this Agreement. No funds will be transferred, and no equipment will be purchased through this agreement. Nothing in this Agreement shall obligate either KCPHD or KVCH to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among KCPHD and other agencies will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate authority. This Agreement does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable policies and procedures.

ARTICLE VI
PERFORMANCE OF AGREEMENT

KCPHD and KVCH hereby jointly agree to the following:

6.01 MAXIMUM STORAGE TIME: Storage of KCPHD vaccine will not exceed 60 day duration per emergency event.

6.02 CONFIDENTIALITY.

A. Definition. "Confidential Information" means information that is exempt from disclosure to the public or unauthorized persons under either Chapter 42.56 RCW or other applicable state or federal laws, including but not limited to information which has been determined to be confidential by the Health Insurance Portability and Accountability Act (HIPAA). Confidential Information includes, but is not limited to, Personal Information and Individually Identifiable Health Information.

B. Use and Disclosure. Confidential Information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of

this Agreement. Both parties agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized person(s) Confidential Information gained by reason of this Agreement without the express written consent of the other agency or as provided by law.

6.03 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.

6.04 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.

6.05 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.

6.06 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.

6.07 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 VII
INDEMNIFICATION

7.01 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 VIII
DISPUTES

8.01 TIME. Time is of the essence of this Agreement

8.02 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.

8.03 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.

8.04 INCORPORATION BY REFERENCE. The following items are hereby incorporated by reference into this Agreement:

A. US Dept. of Health and Human Services: "Guidelines for Vaccine Storage and Handling"

B. Washington State Department of Health Immunization Program: Provider Guidelines for Receipt of Publicly Supplied Vaccine

ARTICLE IX
TERMINATION

9.01 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 in accordance with the terms of this Agreement prior to the effective date of termination.

ARTICLE X
GENERAL PROVISIONS

10.01 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.

10.02 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.

10.03 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.

10.04 INDEPENDENT CAPACITY. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

10.05 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.

10.06 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 _____, 2012.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

Rhonda Holden
Kittitas Valley Community Hospital
(Date 7-9-12)

_____
Alan Crankovich, Chairman

Rhonda Holden
Print Name of KVCH Signatory

_____
Obie O'Brien, Vice-Chairman

_____
Paul Jewell, Commissioner

Attest:

_____
Clerk of the Board