INTERLOCAL AGREEMENT BETWEEN KITTITAS VALLEY HEALTHCARE AND KITTITAS COUNTY FOR S.A.N.E. PROGRAM SERVICES AND FUNDING

This Agreement is made and entered into this _____day of May, 2014, by and between Kittitas Valley Healthcare, a municipal corporation ("KVH"), and Kittitas County, a political subdivision of the State of Washington (the "County").

WHEREAS, Ch. 39.34 RCW allows governmental entities to enter into interlocal agreements for the provision of governmental services; and,

WHEREAS, Both the Kittitas Valley Healthcare and Kittitas County recognize the need for a specially trained team of medical personnel in examining, collecting evidence, and testifying in sexual assault cases; and,

WHEREAS, Both KVH and Kittitas County recognize the need for sexual assault victims to be seen by medical staff and that it is in the victim's best interest that examination result in the least trauma possible; and,

WHEREAS, Both KVH and Kittitas County recognize that the Bellevue Sexual Assault Nurse Examiner ("SANE") program is the regional leader and represents the best available practices; and,

WHEREAS, KVH is the most logical location for the SANE service; and,

WHEREAS, Kittitas County recognizes a share in the responsibility for establishing the SANE program; and,

WHEREAS, The SANE program furthers the mission of all involved criminal justice entities and so the use of law and justice funding is appropriate; and,

WHEREAS, The SANE nurses shall collect evidence in accord with Washington state crime laboratory standards, turn such evidence over to the appropriate law enforcement entity, provide written and oral testimony at trial, and comply with Washington laws as to mandatory reporting.

NOW, THEREFORE, it is hereby agreed as follows:

1. Purpose. The purpose of this Agreement is to set forth the respective responsibilities of KVH and Kittitas County regarding the provision of SANE services.

2. Scope of Services. KVH SANE nurses shall perform forensic sexual assault examinations during the duration of this agreement, receive the necessary training, certification, and equipment in accord with SANE best practice standards, collect evidence in accord with Washington state crime laboratory standards and SANE best practice standards, turn such evidence over to the appropriate law enforcement entity,

provide written and oral testimony at trial whenever required, and comply with Washington laws as to mandatory reporting. *Initial Sexual Assault Exam* compensation is designated for the collection of forensic evidence and identification of associated injuries. Subsequent exams and injury treatment compensation is *disallowed* under *Initial Sexual Assault Exam* compensation fees, and must be billed separately through the Crime Victims Compensation Program (CVCP). Supplies associated with the treatment of physical injuries sustained during sexual assault are *disallowed* under *Initial Sexual Assault Exam* billing to CVCP. CVCP billing will be managed by KVH billing department

3. Compensation.

(A) Not to exceed $5,000.00 per year. KVH shall invoice the County $1,250.00 quarterly for services provided under this agreement. An itemized report detailing program activity for the quarter shall be sent with the invoice.

(B) Taxes. KVH shall be responsible for all federal, state and local taxes associated with its compensation from the County associated with this agreement and its execution.

4. Duration. This Agreement shall be effective retroactive to September 1, 2013, and shall be in effect until August 31, 2015.

5. Termination. This Agreement may be terminated earlier than its agreed-upon duration by agreement of the parties, or by written notice of termination given by one party to the other party at least thirty (30) days prior to the date of termination. Charges will be pro-rated for any portion of a month that SANE services are provided should such cancellation occur.

6. Arbitration. If a dispute arises regarding either party's obligations under this Agreement, the parties shall be required to arbitrate in an attempt to resolve the disagreement. The arbitrator shall be agreed to by the parties and shall be an attorney at law who is not practicing in Kittitas County. The cost of arbitration shall be split by the parties. Neither party shall be liable for the other party's costs or attorney fees incurred in preparation or attendance at the arbitration. The arbitration may occur during the pendency of a lawsuit filed regarding the same dispute, but must occur at least (30) days before a trial on the disputed issue(s).

7. Default and/or breach of contract. The obligations of both parties under this Agreement are bilateral and the failure of one party to perform the duties required by this Agreement will be considered a default or breach of contract. If either party fails to perform the obligations set forth in this Agreement or performs the obligations in such a manner as would be considered a material breach of this Agreement, the other party may be excused from further performance upon a ten-day written notice to the breaching party.

If either party breaches this Agreement, that party shall be liable for any direct damages incurred by the non-breaching party, but shall not be liable for consequential

damages. If either party is forced to enforce or defend this Agreement in a court of law, the substantially prevailing party shall be entitled to all costs and reasonable attorney fees from the other party.

8. Future support. Neither party to this Agreement makes any commitment to future support and assumes no obligation for future support of any activity contracted for herein, except as may be expressly set forth in this Agreement.

9. Compliance with laws. Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.

10. Relationship of the parties. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of KVH for any purpose, and the employees of the County are not entitled to any of the benefits KVH provides to its employees. No agent, employee or representative of KVH shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of KVH are not entitled to any of the benefits the County provides to County employees.

11. Non-delegation / Non-assignment. Neither party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. Neither party may assign this Agreement without the written consent of the other party.

12. Agreement not for benefit of third parties. This Agreement is entered into solely for the benefit of the parties hereto and vests no rights in, or is it enforceable by, any third parties.

13. Governing law; venue. This Agreement shall be governed by and construed in accordance with the Laws of the State of Washington. The venue for any action to enforce or interpret this Agreement shall be in the Kittitas County Superior Court.

14. Entire agreement; modification. This Agreement constitutes the entire Agreement of the parties. The provisions of this Agreement may be modified or amended only by written mutual consent of the parties.

15. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

16. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

17. Notices.

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

For Kittitas Valley Healthcare:

Rhonda C. Holden, Chief Nursing Officer
Kittitas Valley Healthcare
603 S. Chestnut Street
Ellensburg, WA 98926

For Kittitas County:

Robin Read, Public Health Administrator
Kittitas County Public Health Department
507 North Nanum Street, Suite 102
Ellensburg, WA 98926

18. Administrator. Pursuant to RCW 39.34.030(4)(a), the administrator for this agreement shall be the Public Health Administrator of the Kittitas County Public Health Department.

19. Property. Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.

20. Filing. Pursuant to RCW 39.34.040, this Agreement shall be posted on the Kittitas County public website.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

KITTITAS VALLEY HEALTHCARE

_____
Rhonda C. Holden
Chief Nursing Officer

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

_____
Paul Jewell, Chairman

_____
Gary Berndt, Vice-Chairman

_____
Obie O'Brien, Commissioner

Approved as to form:

_____
Deputy Prosecuting Attorney

Attest:

_____
Clerk of the Board