

BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

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

RESOLUTION No. 2014-009

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, Kittitas County, through the Kittitas County Public Health Department, is charged with informing the public as to the causes, nature, and prevention of disease and disability and 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 Kittitas Valley Healthcare, 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 Healthcare wish to continue 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 Healthcare that is attached hereto.

ADOPTED this 21st day of January 2014.



ATTEST:
CLERK OF THE BOARD

Julie A. Kjorsvik
Julie A. Kjorsvik

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

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Obrie O'Brien

Paul Jewell
Paul Jewell

Gary Berndt
Gary Berndt

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT
AND KITTITAS VALLEY HEALTHCARE
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 Healthcare (“KVH”) 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 KVH 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 KVH**

- 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 (CH) Supervisor, or acting Supervisor, shall:
 - a. Notify KVH pharmacy of KCPHD need for emergency storage of KCPHD vaccine;
 - b. Consult with KVH pharmacy manager for an agreed upon delivery time for KCPHD staff to transport vaccine to the KVH pharmacy ;
 - c. Label KCHPD vaccine “KCPHD” on each vaccine box for ease in identification of KCPHD vaccine within KVH medication storage unit;
 - d. Assure transport of vaccine per KCPHD vaccine storage and handling protocols to ensure integrity of vaccine during transport to KVH;

- e. Provide the KVH pharmacy manager with a detailed inventory report (vaccine name, lot number, and number of doses) of transported doses of KCPHD vaccine into the KVH vaccine storage unit (s);
- f. Provide the KVH pharmacy manager with temperature log sheets for recording daily freezer and refrigeration temperatures;
- g. Communicate daily to the KVH pharmacy manager on the current status of KCPHD storage unit(s) for anticipated date of vaccine return to KCPHD; and
- h. Consult with KVH 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, KVH agrees to provide the following services:

- A. Provide refrigeration and freezer storage for KCPHD's vaccine within the KVH pharmacy's temperature monitored medication refrigeration and freezer storage units. KVH shall ensure that KCPHD vaccine is stored in accordance with the manufacturer's specifications and the guidelines as outlined in the "Vaccine Storage and Handling Toolkit" and "A Provider's Guide: State Supplied Vaccine Distribution in Washington" referenced in Article 8.04.
- 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, KVH will record temperatures for any freezers or refrigerators used to store KCPHD vaccine. KVH 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, KVH 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:

Liz Whitaker, CH 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: liz.whitaker@co.kittitas.wa.us

B. The KVH representative(s) shall be:

Terri Gilbert, Pharmacist
Kittitas Valley Healthcare Pharmacy
603 S. Chestnut St.
Ellensburg, WA 98926
Phone: 509-962-7420
E-Mail: tgilbert@kvhealthcare.org

Rhonda Holden, CNO
Kittitas Valley Healthcare
603 S. Chestnut St.
Ellensburg, WA 98926
Phone: 509-962-7320
E-Mail: rholden@kvhealthcare.org

**ARTICLE IV
DURATION AND RENEWAL OF AGREEMENT**

4.01 DURATION AND RENEWAL. This Agreement shall commence January 1, 2014 and renew automatically every January 1, unless contract terminated by either party as outlined in Article IX.

ARTICLE V COMPENSATION

- 5.01 **COMPENSATION.** In exchange for the emergency storage, KCPHD shall provide KVH with a training class once per calendar year on proper vaccine storage. The training shall be provided free of charge to KVH, regardless of whether KCPHD utilizes KVH for emergency vaccine storage during the year. The training shall be scheduled at time that is convenient for both KVH 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 KVH 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 KVH 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 Centers for Disease Control and Prevention, National Center for Immunization and Respiratory Diseases: "Vaccine Storage and Handling Toolkit, November 2012"

B. Washington State Department of Health Childhood Vaccine Program: "A Provider's Guide: State Supplied Vaccine Distribution in Washington," DOH 348-219, Feb. 2013

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 21st day of January, 2013.⁴

BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON

Rhonda Holden
Kittitas Valley Healthcare
(Date 2-6-14)

[Signature]
Chairman

Rhonda Holden
Print Name of KVH Signatory

[Signature]
Vice-Chairman

[Signature]
Commissioner

Attest:
[Signature]
Clerk of the Board

