

INTERLOCAL AGREEMENT TO PROVIDE COVID-19 RESPONSE: ADULT FAMILY HOME COVID VACCINATION

This Agreement is made between Public Hospital District No. 2, Snohomish County, Washington and South County Fire to provide COVID-19 vaccinations to Adult Family Home residents of PHD2.

1. PARTIES

1.1 Public Hospital District No. 2, Snohomish County, Washington (“PHD2”), a public hospital district formed under Chapter 70.44 RCW; and

1.2 South County Fire (“SCF”), a fire protection district formed under Chapter 52 RCW.

2. PURPOSE AND PROGRAM

2.1 The purpose of this Agreement is to enable SCF to provide COVID-19 vaccinations to Adult Family Home Residents (“the Program”) for the benefit of PHD2 residents.

2.2 On March 23, 2020, Gov. Jay Inslee issued a “Stay Home – Stay Healthy” Order in an effort to minimize COVID-19 exposure. On May 31, 2020 the Stay Home – Stay Healthy order transitioned to a county-by-county phased re-opening plan entitled Safe Start – Stay Healthy. The Program is designed to provide COVID-19 vaccine access to PHD2 residents living in adult family homes.

3. AUTHORITY

3.1 PHD2 is authorized under RCW 70.44.240 to “contract” with any “legal entity” to “provide any hospital or other health care facilities or other health care services to be used by individuals, districts, hospitals, or others, including providing health care maintenance services.” RCW 70.44.007 defines “other health care services” to include “services that promote health, wellness, and prevention of illness and injury.”

3.2 SCF is established with the mission to provide fire suppression and emergency medical services. The District serves approximately 195,000 residents in unincorporated south Snohomish County, the cities of Brier, Edmonds, Lynnwood, and Mountlake Terrace and the town of Woodway.

4. TERM AND TERMINATION

4.1 The Agreement will begin on the date of the second signature on this Agreement.

4.2 The period for providing the Program is scheduled to begin on January 20, 2021 and end by June 30, 2021.

4.3 The Agreement will end when the final reporting by SCF is accepted and approved by PHD2.

5. OBLIGATIONS OF PHD2

5.1 PHD2 will fund the COVID-19 Vaccine program for PHD2 residents living in Adult Family Homes up to a total of forty eight thousand dollars and no cents (\$48,000) to be paid by 7/15/2021. SCF will submit monthly invoices to PHD2 which will be reimbursed by the 15th of the following month.

5.2 Templates for required reporting by SCF will be provided to SCF by PHD2.

6. OBLIGATIONS OF SCF

6.1 SCF will provide staffing, supplies, coordination, and vaccine administration to at least 300 residents residing in at least 100 Adult Family Homes in the PHD2 service area.

6.2 SCF will submit monthly invoices detailing actual costs for reimbursement as well as the number of individuals vaccinated and number of residences visited under the program by the 10th of each month starting February 10, 2021 with a final report due July 15, 2021.

6.3 SCF will comply with all local, state and federal laws including, if applicable, the federal Health Insurance Portability and Accountability Act ("HIPAA").

6.4 SCF will use the funds provided by PHD2 only for the Program and will return any portion of the payments that are not used for the Program on or before delivery of the report due on July 15, 2021.

6.5 During the term of this Agreement, SCF will give every consideration to suggestions by PHD2 for modifications to the Program to obtain more favorable health outcomes of the participants.

6.6 SCF will give credit (logo or language) to PHD2 ("Verdant") in its publicity vehicles about this program, including, but not limited to, press releases, annual reports, newsletters, websites, brochures and fliers. Credit should also be given in newspaper interviews about the program. Electronic communications/websites should also include a link to PHD2's

website. The use of PHD2's logo, when appropriate, is encouraged. PHD2 can provide black-and-white or color versions in digital format.

6.7 SCF recognizes that PHD2 is a public agency subject to audit by the Washington State Auditor. SCF will provide PHD2 with any accessible information that PHD2 is requested to provide to the Washington State Auditor or otherwise required to provide to the State of Washington or to the Federal Government or pursuant to the Washington Public Records Act.

6.8 If SCF determines a breach of this Agreement has occurred, that is, SCF has failed to comply with any terms or conditions of this Agreement or has failed to provide in any manner the work or services agreed to herein, SCF will notify PHD2 in writing of the nature of the breach within fourteen (14) calendar days if the deliverables are not on track to be met as anticipated. SCF will develop a corrective action plan within fourteen (14) calendar days of delivering notice of the nature of the breach and will specify the proposed completion date for bringing the Agreement into compliance. Determination of sufficiency of the corrective action plan shall be at the sole discretion of PHD2. In the event a corrective action plan isn't submitted, or the plan is determined by PHD2 to be insufficient, PHD2 reserves the right to suspend or terminate this Agreement for performance or other reasons solely at the discretion of PHD2.

7. MISCELLANEOUS PROVISIONS

7.1 Relationship of the Parties. The relationship created between PHD2 and SCF in this Agreement is strictly that of independent contractors. The Agreement creates no partnership or joint venture between the parties, nor may any officer or employee of one party be considered to be an employee or agent of the other. Further, the Agreement provides no rights to any third parties and may not be relied on by any other person or entity.

7.2 Applicable Law. The Agreement is entered under the laws of the State of Washington. Any litigation arising from this Agreement must be filed in Snohomish County Superior Court.

7.3 Liability and Insurance. SCF will indemnify, defend and hold PHD2 harmless from any claims, lawsuits or other actions, and judgments arising in any way from the Program provided under this Agreement. SCF will maintain a liability insurance policy of at least \$1,000,000 per occurrence during the term of the Agreement and provide proof of coverage upon request of PHD2.

7.4 Entire Agreement; Amendments. This Agreement is complete and integrates all understandings between the parties. No amendment or other change to the Agreement will be binding on either party unless agreed to in writing and signed by each party.

7.5 Severability. If a court of competent jurisdiction rules any part of this Agreement to be invalid, the remainder of the Agreement will still be in full force and effect.

7.6 Force Majeure. Neither party will be in default or liable for failure to perform its obligations under this Agreement if that failure is due to causes beyond its reasonable control including, but not limited to, acts of God, acts of terrorism, fires, floods, windstorms earthquakes, labor disputes or governmental acts.

7.7 Notices and Reporting. The parties agree to accept electronic service of all notifications and reporting, except original service of process. The parties may elect to transmit notices or reports electronically by transmitting such correspondence to the e-mail addresses stated herein below, or to the mailing address stated herein below via United States Postal Service ("USPS") First Class postage prepaid. Any notice or reporting required or otherwise given via USPS under this Agreement will be considered delivered or given when actually delivered or 48 hours after being deposited in the U.S. Mail as certified mail. Any notice or reporting required or otherwise given via electronic mail prior to 5:00pm shall be considered delivered on the date sent. Otherwise such electronic mail shall be considered delivered as of 9:00 am on the next business day following electronic transmission.

To PHD2:

Zoe Reese, Director of Community Impact and Grantmaking
Public Hospital District No. 2, Snohomish County
4710 196th Street SW
Lynnwood, WA 98036
zoe.reese@verdanthhealth.org

To SCF:

Shaughn Maxwell, Deputy Chief
12425 Meridian Ave S
Everett WA 98208
smaxwell@southsnofire.org

7.8 Assignment. This Agreement may not be assigned without the written consent of the other party. Each party may consent to or decline a request for assignment by the other party at the sole discretion of the party from which consent is requested.

<<Signatures on next page>>

AGREED TO:


PUBLIC HOSPITAL DISTRICT NO. 2
SNOHOMISH COUNTY, WASHINGTON

DocuSigned by:

A5B8D3675B774CD... Date: 1/26/2021

Lisa Edwards, Superintendent

SOUTH COUNTY FIRE

DocuSigned by:

5AF885B3AA92472... Date: 1/26/2021

Thad Hovis, Fire Chief