

## **2021 INTERLOCAL AGREEMENT FOR VACCINE CLINIC SERVICES**

THIS 2021 INTERLOCAL AGREEMENT FOR VACCINE CLINIC SERVICES (the "Agreement") is made by and between PUBLIC HOSPITAL DISTRICT NO. 1 of , MASON COUNTY, WASHINGTON, d/b/a Mason Health ("District"), and Mason COUNTY HEALTH DEPARTMENT, MASON COUNTY, WASHINGTON ("County"), (hereinafter referred to individually each as a "Party" and collectively as the "Parties"), and is effective as of January 26, 2021 ("Effective Date").

### **RECITALS**

WHEREAS, the Parties are mutually committed to serving the health care needs of residents across Mason County;

WHEREAS, Chapter 70.44.003 RCW authorizes public hospital districts to provide "hospital services and other health care services for the residents of such districts and other persons."

WHEREAS, RCW 70.44.060 expressly authorizes public hospital districts to enter into any contract with any state or municipality, or any department of those bodies, to provide health care services;

WHEREAS, RCW 39.34.010 and RCW 39.34.030 authorize public entities, including public hospital districts, to cooperate with other public entities to provide services;

WHEREAS, the County intends to operate a temporary vaccination clinic (the "Clinic") under the Public Readiness and Emergency Preparedness Act ("PREP Act") and the Centers for Disease Control ("CDC") COVID-19 Vaccination Program within the District's Service Area;

WHEREAS, the District's Board of Commissioners has authorized a cooperative relationship with the County to enable the District to provide vaccination services at the Clinic;

WHEREAS, the County desires to obtain health care services for the operation of the Clinic and the District desires to provide such services; and

WHEREAS, pursuant to the authority granted by Chapter 39.34 RCW and Chapter 70.44 RCW, the District and the County enter into and carry out this agreement for the provision of vaccine clinic services to better meet the health care needs of the residents of Mason County.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the Parties agree as follows:

**Section 1. Purpose.** The purpose of this Agreement is to document the Parties' mutual intent for the District to provide vaccine clinic services in Mason County, Washington, and to set forth terms and conditions related to the provision of services.

**Section 2. Term and Termination.** This Agreement shall commence on the Effective Date and continue in effect for so long as the County is operating the Clinic. This Agreement may be terminated by either Party, at any time with or without cause, upon ninety (90) days written notice to the other Party.

**Section 3. Administration; No Separate Entity Created.** Pursuant to RCW 39.34.030, the Parties hereby appoint a Contract Administrator who will be responsible for administering this Agreement. At the direction of the Parties, the Contract Administrator shall take such action as is necessary to ensure that this Agreement is implemented in accordance with its terms. The parties hereby designate CEO, or his designee, as the Contract Administrator for this Agreement. No separate legal entity is formed by this Agreement.

**Section 4. Vaccine Clinic Services.** The Clinic is comprised of COVID-19 vaccination services under the CDC COVID-19 Vaccination Program, including prescribing, administering, delivering, distributing, and dispensing COVID-19 vaccines, subject to patient consent. The Parties acknowledge and agree that such COVID-19 vaccine services qualify as "Covered Countermeasures" as defined in the PREP Act (42 U.S.C. § 247d-6d) and authorized by the Washington State Secretary of Health.

**Section 5. Additional Services.** The Parties may in the future agree to expand the scope of services permitted under this agreement. Any such changes to the agreement will be effective only upon written approval by both Parties.

**Section 6. Property.** No joint property ownership is contemplated under the terms of this Agreement.

**Section 7. Indemnification.** Each Party to this Agreement shall be responsible for its own negligent and/or wrongful acts or omissions, and those of its own agents, employees, representatives or subcontractors, to the fullest extent required by the laws of the State of Washington. Each Party agrees to protect, indemnify and hold the other Party harmless from and against any and all such liability for injury or damage to the other Party or the other Party's property, and also from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising from the terms hereof, caused by a Party's own fault or that of its agents, employees, representatives or subcontractors, regardless of the form of action, whether in contract, tort or otherwise.

**Section 8. Insurance and PREP Act Immunity.** Each Party shall maintain appropriate

liability insurance or self-insured coverage to cover potential liabilities arising from this Agreement. The Parties acknowledge and agree that each Party qualifies as "Covered Persons" as defined in the PREP Act (42 U.S.C. § 247d-6d), and shall be immune from suit and liability under Federal and State law with respect to all claims for loss caused by, arising out of, relating to, or resulting from the Covered Countermeasures.

**Section 9. Compliance with Medical Records Laws.** The Parties acknowledge that medical and other records containing PHI are protected by and subject to numerous laws, rules and regulations regarding privacy, security, confidentiality, consent, access and disclosure. The Parties agree to comply with all privacy, security, confidentiality, research, consent, access and disclosure requirements, including all documentation and access requirements, of applicable federal and state laws, rules and regulations, including, without limitation, the Washington State Uniform Health Care Information Act (RCW 70.02), the Family Education Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d, as modified by the Health Information Technology for Economic and Clinical Health ("HITECH") Act and any implementing administrative simplification regulations codified at 45 C.F.R. Parts 160 and 164 et seq. ("HIPAA"), as such laws, rules and regulations now exist or are hereafter amended. Each Party shall be responsible for its own compliance obligations under the foregoing laws, rules and regulations. As of the Effective Date, the Parties acknowledge and agree that neither Party is a "business associate" (as that term is defined in HIPAA) of the other Party in connection with the cooperative relationship contemplated by this Agreement or any activities undertaken pursuant to the Agreement. If the Parties later determine that either Party is a "business associate" of the other Party as that term is defined by HIPAA, the Parties will enter into a mutually agreeable business associate agreement. The Parties further acknowledge and agree that COVID-19 vaccinations, as described in Section 4, are not required to be recorded in the District's electronic medical record, provided that such vaccinations are reported to the State via the Washington Immunization Information System ("IIS") pursuant to the CDC COVID-19 vaccination program provider agreement.

**Section 10. Compliance with Other Laws.** Each Party shall carry out its respective activities and obligations under this agreement in conformance with applicable federal, state and local laws and regulations. Each Party agrees to comply with the licensure laws and pertinent regulations of the state of Washington and any other requirements of any other regulatory entity having legal authority as to their respective operations. The Parties intend this Agreement to comply with all laws, regulations and requirements applicable to physicians, hospitals, Medicare and Medicaid participants, and healthcare professionals in general. This Agreement shall be construed in a manner consistent with compliance with such statutes and regulations. If at any time either Party has reasonable grounds to believe this Agreement may not conform to evolving requirements or interpretations relevant to such matters, the Parties shall immediately reopen negotiations in good faith to bring it into compliance.

**Section 11. Notices.** Any and all notices or communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been given upon receipt when personally delivered or sent by overnight courier or when such delivery is refused or upon receipt if sent by facsimile with hard copy in two (2) days or two (2) days after deposit in the United States mail if sent by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth below or at such other address specified by notice to the other Party.

If to District:

Eric Moll  
Attn: Superintendent & Chief Executive Officer

If to County:

Sharon Trask  
Attn: County Commissioners

**Section 12. Entire Agreement/Modification.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations or discussions with respect thereto. This Agreement may be supplemented by additional agreements executed by the Parties or may be amended or modified by written instrument signed by the Parties hereto. Such amendments may be for the purposes of, among other things, adding or deleting Parties to this Agreement or expanding the purposes for which the Parties are collaborating.

**Section 13. Assignment.** No Party to this Agreement may assign its rights or obligations hereunder.

**Section 14. Counterparts.** This Agreement may be executed in counterparts, including by ink, email, or electronic signature, and each counterpart shall be an original and all counterparts taken together shall constitute one and the same instrument.

**Section 15. Filing Requirements.** Upon execution of this Agreement, the Parties shall file a true and complete copy thereof in compliance with the provisions of RCW 39.34.040.

**Section 16. Authorization.** Each Party does hereby represent and warrant to the others that it is duly authorized to enter into and to carry out the terms of this Agreement.

**Section 17. Independent Review.** This Agreement has been reviewed and revised by legal counsel for all Parties and no presumption or rule that ambiguity shall be construed against the Party who drafted the Agreement shall apply to the interpretation or enforcement of this Agreement.

**Section 18. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in Mason County Superior Court.

**Section 19. Severability.** In case any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

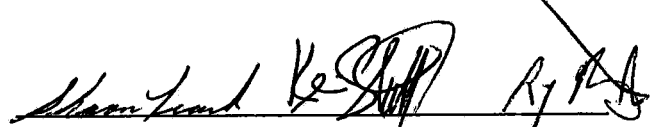
IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the day and year first set forth above.

PUBLIC HOSPITAL DISTRICT NO. 1, MASON  
COUNTY WASHINGTON

  
By:

Its: Superintendent & Chief Executive Officer

MASON COUNTY

  
By: Sharon Trask, Kevin Shultz, Randy Neatherlin  
Its: Mason County Commissioners