



CONTRACT NUMBER: GVL26758	SUBRECIPIENT * <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	FFATA FORM REQUIRED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

INTERAGENCY AGREEMENT
Between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
And
CITY OF RICHLAND

THIS AGREEMENT is made by and between the State of Washington Department of Health, hereinafter referred to as DOH, and CITY OF RICHLAND, hereinafter referred to as Contractor, pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE: The purpose of this agreement is to have the Washington State Department of Health delegate to the Southeast Washington (SEWA) All Hazard Type 3 Incident Management Team, and the associated agencies within this agreement the authority to provide Incident Command for the 2019 Novel Coronavirus Benton County public health mass vaccination site for DOH and for other mass vaccination sites as assigned thru an addendum to the SEWA Delegation of Authority.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK AND BUDGET: The Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, attached hereto and incorporated herein.

PERIOD OF PERFORMANCE: Subject to its other provisions, this Agreement's **operational period of performance will be from January 15, 2021 to December 31, 2021;** and the **financial reporting and documentation gathering activities will be from January 15, 2021 to June 30, 2022;** unless terminated sooner as provided herein. Any work done outside of the period of performance shall be provided at no cost to DOH.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): If checked above, this Agreement is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this Agreement, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com.

Information about your organization and this Agreement will be made available on www.USASpending.gov by DOH as required by P.L. 109-282. DOH's form, Federal Funding Accountability and Transparency Act Data Collection Form, is considered part of this Agreement and must be completed and returned along with the Agreement.

PAYMENT: Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$500,000.00** in accordance with Exhibit A, attached hereto and incorporated herein. Compensation includes but is not limited to all taxes, fees, surcharges, etc. Payment will not exceed this amount without a prior written amendment. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget.

Source of Funds:

Federal: **\$500,000.00** State: Other: TOTAL: **\$500,000.00**

Contractor agrees to comply with applicable rules and regulations associated with these funds.

BILLING PROCEDURE: Payment to the Contractor for approved and completed work will be made by warrant or account transfer by DOH within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 60 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS: This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ASSIGNMENT: The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION: The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable Federal and State statutes and regulations.

Any unauthorized access or use of confidential information must be reported to the DOH Chief Information Security Officer at security@doh.wa.gov. The notification must be made in the most expedient time possible (usually within one business day) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

CONTRACT MANAGEMENT: The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this agreement.

The Contract Manager for DOH is:

Name: Patrick Plumb
Office: Financial Services
Agency: Department of Health
Address: PO Box 47903
City, State, Zip: Olympia, WA 98504-7903
Phone: (360) 236-4291

The Contract Manager for the Contractor is:

Name: Jon Amundson
Title: Interim City Manager
Agency: CITY OF RICHLAND
Address: 625 Swift Blvd
City, State, Zip: Richland, WA 99352
Phone: 509-942-7380

DISPUTES: In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE: This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal statutes and regulations
- B. State statutes and regulations
- C. Agreement amendments
- D. The Agreement (in this order)
 1. Primary document (document that includes the signature page)
 2. Statement of Work (Exhibit A)
 3. Contractor Vaccination Certification (Exhibit B)

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.

PRIVACY: Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

DOH reserves the right to monitor, audit or investigate the use of personal information collected, used or acquired by the Contractor through this Agreement. The monitoring, auditing, or investigating may include but is not limited to "salting" by DOH. Contractor shall certify the return or destruction of all personal information upon expiration of this Agreement. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information. The contractor agrees to indemnify and hold harmless DOH for any damages related to the Contractor's unauthorized use of personal information.

RECORDS MAINTENANCE: The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office

of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA: Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by DOH. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

SECURITY OF INFORMATION – Unless otherwise specifically authorized by the DOH Chief Information Security Officer, Contractor receiving confidential information under this contract assures that:

- Encryption is selected and applied using industry standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program against all information stored locally and off-site. Information must be encrypted both in-transit and at rest and applied in such a way that it renders data unusable to anyone but authorized personnel, and the confidential process, encryption key or other means to decipher the information is protected from unauthorized access.
- It is compliant with the applicable provisions of the Washington State Office of the Chief Information Officer (OCIO) policy 141, Securing Information Technology Assets, available at: <https://ocio.wa.gov/policy/securing-information-technology-assets>.
- It will provide DOH copies of its IT security policies, practices and procedures upon the request of the DOH Chief Information Security Officer.
- DOH may at any time conduct an audit of the Contractor's security practices and/or infrastructure to assure compliance with the security requirements of this contract.
- It has implemented physical, electronic and administrative safeguards that are consistent with OCIO security standard 141.10 and ISB IT guidelines to prevent unauthorized access, use, modification or disclosure of DOH Confidential Information in any form. This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:
 - Documented access authorization and change control procedures;
 - Card key systems that restrict, monitor and log access;
 - Locked racks for the storage of servers that contain Confidential Information or use AES encryption (key lengths of 256 bits or greater) to protect confidential data at rest, standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program (CMVP);
 - Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
 - Documented anti-virus strategies that assure all systems are running the most current anti-virus signatures within 1 day of release;
 - Complex passwords that are systematically enforced and password expiration not to exceed 120 days, dependent user authentication types as defined in OCIO security standards;

- Strong multi-factor authentication mechanisms that assure the identity of individuals who access Confidential Information;
- Account lock-out after 5 failed authentication attempts for a minimum of 15 minutes, or for Confidential Information, until administrator reset;
- AES encryption (using key lengths 128 bits or greater) session for all data transmissions, standard algorithms validated by NIST CMVP;
- Firewall rules and network address translation that isolate database servers from web servers and public networks;
- Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
- Log management and intrusion detection/prevention systems;
- A documented and tested incident response plan

Any breach of this clause may result in termination of the contract and the demand for return of all personal information.

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.

SUBCONTRACTING: Neither the Contractor, nor any subcontractors, shall enter into subcontracts for any of the work contemplated under this agreement without prior written approval of DOH. In no event shall the existence of the sub operate to release or reduce the liability of the Contractor to DOH for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this Agreement.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of DOH or as provided by law.

If, at any time during the progress of the work, DOH determines in its sole judgment that any subcontractor is incompetent, DOH shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by DOH of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Agreement, nor be the basis for additional charges to DOH.

SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE: In the event contract funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, DOH may give notice to Contractor to suspend performance as an alternative to termination. DOH may elect to give written notice to Contractor to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may include notice by facsimile or email to Contractor's representative. Contractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When DOH determines that the funding insufficiency is resolved, DOH may give Contractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Contractor will give written notice to DOH as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Contractor gives notice to DOH that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date Contractor gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

TERMINATION: Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE: If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

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.

ALL WRITINGS CONTAINED HEREIN: This Agreement contains all the terms and conditions agreed upon by the parties. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

<p>CONTRACTOR SIGNATURE</p> <p><i>Jon Amundson, ACMA-CM, PMP</i></p>	<p>DATE</p> <p>Oct 27, 2021</p>
<p>PRINT OR TYPE NAME</p> <p>Jon Amundson</p>	<p>TITLE</p> <p>Interim City Manager</p>
<p>DOH CONTRACTING OFFICER SIGNATURE</p> <p><i>John E. Weidling</i></p>	<p>DATE</p> <p>Oct 27, 2021</p>

This contract has been approved as to form by the attorney general.

**STATEMENT OF WORK
DOH Contract Number GVL26758
CITY OF RICHLAND**

PURPOSE/OBJECTIVE:

The purpose of this agreement is to have the Washington State Department of Health delegate to the Southeast Washington (SEWA) All Hazard Type 3 Incident Management Team, and the associated agencies within this agreement the authority to provide Incident Command for the 2019 Novel Coronavirus Benton County public health mass vaccination site for DOH and for other mass vaccination sites as assigned thru an addendum to the SEWA Delegation of Authority.

- Provide for the safety of persons in Benton and Franklin counties assigned to the SEWA/IMT3 and all responders assigned to the incident.
- Develop and maintain communication with internal and external stakeholders as it relates to the mass vaccination point of distribution operations.
- Provide an environment where all response agencies are respected and valued for their unique and important contributions to the mission.
- Manage the site operations in the most efficient and cost-effective manner commensurate with established standards and guidelines.
- Coordinate with the Washington State Department of Health, Benton-Franklin Health District, Benton and Franklin County Emergency Operations/Coordination Centers, Walla Walla County Health department and Walla Walla County Emergency Management and other partners as may be assigned in an addendum to the Delegation of Authority.
- Manage the operations of the mass vaccination site within the framework of law (Federal, State, and local); city and agency policies of the responding resources, and the response plans of Benton Franklin Health District County Health District/Departments assigned within the current Delegation of Authority and the Washington State Department of Health.
- Command Staff will include the Local Health Officer or their designee as a Medical/Technical Advisor
- Expenditures shall be run through the WA State Department of Health Finance Section Chief (doh-fsc.imt@doh.wa.gov). Reimbursement of indirect cost rates are not applicable to these funds. Administrative costs can be billed as a direct cost.
- Immediately notify the BFHD representative, or BFHD Safety Officer of any response worker's possible exposure, illness, injury, death, hospitalization, or severe disability.
- Complete Incident Action Plans and an ICS 209 form for each operational period as defined by the local Mass Vaccination site representative.

Reimbursement of indirect cost rates are not applicable to these funds. Administrative costs can be billed as a direct cost.

- Complete weekly Situation Report and submit it to the DOH Planning Section Chief (doh-psc.imt@doh.wa.gov), the Regional County Health Departments, and cooperating agencies.
- Identify potential areas of support for other State-approved vaccination efforts.
- Perform site visitation and assist with documentation for Mass Vaccination Efforts as needed or requested for DOH FEMA project substantiation at vaccination delivery locations.

**STATEMENT OF WORK
DOH Contract Number GVL26758
CITY OF RICHLAND**

Period of Performance:

The **operational period of performance** will be from **January 15, 2021 to December 31, 2021**. The **financial reporting and documentation gathering activities** will be from **January 15, 2021 to June 30, 2022**.

Deliverables:

- Submit at least monthly an invoice for a request for reimbursement of costs to provide the services outlined in this contract to the WA State Department of Health Finance Section Chief (doh-fsc.imt@doh.wa.gov). Include the Monthly Cost Summary Spreadsheet along with the invoice to DOH. Additional documentation (i.e., timesheets, reports, purchased materials, etc.) must be maintained and provided to DOH upon request to substantiate costs invoiced to DOH for this contract.

- Submit Incident Action Plans to the Washington State DOH Incident Management Team Planning Section Chief (doh-psc.imt@doh.wa.gov), Benton-Franklin Health District Planning Section Chief, and collaborating agencies until end of operations period.

Special Requirements:

Additional guidance may be provided by DOH for this contract.

Billing procedure:

Provide the Monthly Cost Summary Spreadsheet along with the invoice to DOH. Additional documentation must be maintained and provided to DOH upon request to support the costs invoiced to DOH for this contract.

Records Maintenance:

Both parties acknowledge that Contractor is bound by the Public Records Act (PRA), Chapter 42.56 RCW governing release of public records. An injunction filed under the PRA is required to prevent release of public records that do not fall within a clearly defined and applicable statutory exemption, as determined by Contractor.

**DEPARTMENT OF HEALTH
Contractor/Vendor Certification
Proclamation 21-14 - COVID-19 Vaccination Certification
DOH Contract GVL26758**

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in [RCW 43.06.220](#), issued [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021), as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement](#) (dated September 27, 2021) and as may be amended thereafter. The Proclamation requires contractors/vendors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation.

I hereby certify, on behalf of the firm identified below, as follows

CITY OF RICHLAND

CONTRACTOR/VENDOR does not have

A COVID-19 CONTRACTOR VACCINATION VERIFICATION PLAN THAT COMPLIES WITH THE VACCINATION PROCLAMATION.

Explanation/Information/Definition

CONTRACTOR/VENDOR HAS A COVID-19 CONTRACTOR VACCINATION VERIFICATION PLAN THAT COMPLIES WITH THE VACCINATION PROCLAMATION. Contractor/Vendor:

1. Has reviewed and understands Contractor/Vendor's obligations as set forth in [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021), as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement](#) (dated September 27, 2021);
2. Has developed a COVID-19 Vaccination Verification Plan for Contractor/Vendor's personnel (including subcontractors) that complies with the above-referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor/Vendor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Contractor/Vendor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur in-person and on-site at Department of Health premises that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly exempted.
6. Has operational procedures in place to enable Contractor/Vendor personnel (including subcontractors) who perform contract activities on-site at Department of Health premises to provide

**DEPARTMENT OF HEALTH
Contractor/Vendor Certification
Proclamation 21-14 - COVID-19 Vaccination Certification
DOH Contract GVL26758**

compliance documentation that such personnel are in compliance with the above-referenced Proclamation;

7. Will provide to Agency, upon request, Contractor/Vendor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

OR

CONTRACTOR/VENDOR DOES NOT HAVE A COVID-19 CONTRACTOR/VENDOR VACCINATION VERIFICATION PLAN. Contractor/Vendor does not have a current COVID-19 Contractor/Vendor Vaccination Verification Plan and, is not able to develop and provide a COVID-19 Contractor/Vendor Vaccination Verification Plan to ensure that personnel meet the COVID-19 vaccination requirements as set forth in the above-referenced Proclamation, and provide the same to Department of Health within twenty-four (24) hours of such request. [Note: Compliance with the Proclamation is mandatory and failure to comply could result in termination of contract/purchase order.]

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.



GVL26758-0 City of Richland

Final Audit Report

2021-10-27

Created:	2021-10-22
By:	WA Department of Health Contracts Office (dohcon.mgmt@doh.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWA307TBMgHGR9y8QYzF6e77cih5IWUqO

"GVL26758-0 City of Richland" History

-  Document created by WA Department of Health Contracts Office (dohcon.mgmt@doh.wa.gov)
2021-10-22 - 4:44:29 PM GMT- IP address: 192.230.13.106
-  Document emailed to Jon Amundson (jamundson@ci.richland.wa.us) for signature
2021-10-22 - 4:46:18 PM GMT
-  Email viewed by Jon Amundson (jamundson@ci.richland.wa.us)
2021-10-22 - 4:46:36 PM GMT- IP address: 107.77.205.94
-  Email viewed by Jon Amundson (jamundson@ci.richland.wa.us)
2021-10-27 - 4:51:25 PM GMT- IP address: 64.184.153.146
-  Document e-signed by Jon Amundson (jamundson@ci.richland.wa.us)
Signature Date: 2021-10-27 - 4:53:31 PM GMT - Time Source: server- IP address: 64.184.153.146
-  Document emailed to WA Department of Health Contracts Office (dohcon.mgmt@doh.wa.gov) for signature
2021-10-27 - 4:53:32 PM GMT
-  Email viewed by WA Department of Health Contracts Office (dohcon.mgmt@doh.wa.gov)
2021-10-27 - 6:58:14 PM GMT- IP address: 192.230.13.106
-  Document e-signed by WA Department of Health Contracts Office (dohcon.mgmt@doh.wa.gov)
Signature Date: 2021-10-27 - 6:59:36 PM GMT - Time Source: server- IP address: 192.230.13.106
-  Agreement completed.
2021-10-27 - 6:59:36 PM GMT

RESOLUTION NO. 36-21

A RESOLUTION of the City of Richland authorizing an interlocal agreement with the Washington State Department of Health for COVID-19 community vaccination site support and staffing.

WHEREAS, the purpose of the Interlocal Cooperation Act is to permit local governmental organizations to make the most efficient use of their resources by enabling them to cooperate with other government agencies on the basis of mutual advantage; thereby providing services and organizing facilities in a manner which best fits with geographic, economic, population, and other factors that influence the needs and development of local communities; and

WHEREAS, the Washington State Department of Health formally requested oversight, coordination, logistics and staffing assistance for local COVID-19 vaccination sites from local jurisdictions through a delegation of authority to the regional Type III Incident Management Team; and

WHEREAS, the best interests of citizens across the state are served by the delivery of mass vaccinations to the community to curb the spread of COVID-19; and

WHEREAS, the parties hereto desire to enter into an agreement to establish a financial process to reimburse Richland for expenses associated with supporting the vaccination site.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement with the Washington State Department of Health in substantially the form attached hereto as **Exhibit A** for reimbursement of operational and logistical support of the Kennewick COVID-19 vaccine point of distribution.


BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of April, 2021.




Ryan Lukson, Mayor

Attest:



Jennifer Rogers, City Clerk

Approved as to form:



Heather Kintzley, City Attorney



CONTRACT NUMBER:	SUBRECIPIENT * <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	FFATA FORM REQUIRED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

INTERAGENCY AGREEMENT
Between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
And

THIS AGREEMENT is made by and between the State of Washington Department of Health, hereinafter referred to as DOH, and _____, hereinafter referred to as Contractor pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE: It is the purpose of this Interagency Agreement (IAA) is to provide operational and logistical support for the Kennewick Covid vaccine Point of Distribution (POD).

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK AND BUDGET: The Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, attached hereto and incorporated herein.

PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance of this Agreement shall commence on _____ and be completed on _____, unless terminated sooner as provided herein. Any work done outside of the period of performance shall be provided at no cost to DOH.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): If checked above, this Agreement is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this Agreement, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com.

Information about your organization and this Agreement will be made available on www.USASpending.gov by DOH as required by P.L. 109-282. DOH's form, Federal Funding Accountability and Transparency Act Data Collection Form, is considered part of this Agreement and must be completed and returned along with the Agreement.

PAYMENT: Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130.

BILLING PROCEDURE: Payment to the Contractor for approved and completed work will be made by warrant or account transfer by DOH within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 60 days after the expiration date or the end of the fiscal year, whichever is earlier. Provide the Monthly Cost Summary Spreadsheet along with the invoice to DOH. Additional documentation must be maintained and provided to DOH upon request to support the costs invoiced to DOH for this contract.

AGREEMENT ALTERATIONS AND AMENDMENTS: This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ASSIGNMENT: The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION: The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable Federal and State statutes and regulations.

Any unauthorized access or use of confidential information must be reported to the DOH Chief Information Security Officer at security@doh.wa.gov. The notification must be made in the most expedient time possible (usually within one business day) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

CONTRACT MANAGEMENT: The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this agreement.

The Contract Manager for DOH is:

Name: _____

Office: _____

Agency: Department of Health

Address: PO Box 4

City, State, _____

Zip: Olympia, WA 98504-

Phone: ()

The Contract Manager for the Contractor is:

Name: _____

Title: _____

Agency: _____

Address: _____

City, State, _____

Zip: _____

Phone: _____

DISPUTES: In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE: This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal statutes and regulations
- B. State statutes and regulations
- C. Agreement amendments
- D. The Agreement (in this order)
 - 1. Primary document (document that includes the signature page)
 - 2. Statement of Work (Exhibit A)

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.

PRIVACY: Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

DOH reserves the right to monitor, audit or investigate the use of personal information collected, used or acquired by the Contractor through this Agreement. The monitoring, auditing, or investigating may include but is not limited to "salting" by DOH. Contractor shall certify the return or destruction of all personal information upon expiration of this Agreement. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information. The contractor agrees to indemnify and hold harmless DOH for any damages related to the Contractor's unauthorized use of personal information.

RECORDS MAINTENANCE: The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. Both parties acknowledge that Contractor is bound by the Public Records Act (PRA), Chapter 42.56 RCW governing release of public records. An injunction filed under the

PRA is required to prevent release of public records that do not fall within a clearly defined and applicable statutory exemption, as determined by Contractor.

RIGHTS IN DATA: Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by DOH. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

SECURITY OF INFORMATION – Unless otherwise specifically authorized by the DOH Chief Information Security Officer, Contractor receiving confidential information under this contract assures that:

- Encryption is selected and applied using industry standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program against all information stored locally and off-site. Information must be encrypted both in-transit and at rest and applied in such a way that it renders data unusable to anyone but authorized personnel, and the confidential process, encryption key or other means to decipher the information is protected from unauthorized access.
- It is compliant with the applicable provisions of the Washington State Office of the Chief Information Officer (OCIO) policy 141, Securing Information Technology Assets, available at: <https://ocio.wa.gov/policy/securing-information-technology-assets>.
- It will provide DOH copies of its IT security policies, practices and procedures upon the request of the DOH Chief Information Security Officer.
- DOH may at any time conduct an audit of the Contractor's security practices and/or infrastructure to assure compliance with the security requirements of this contract.
- It has implemented physical, electronic and administrative safeguards that are consistent with OCIO security standard 141.10 and ISB IT guidelines to prevent unauthorized access, use, modification or disclosure of DOH Confidential Information in any form. This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:
 - Documented access authorization and change control procedures;
 - Card key systems that restrict, monitor and log access;
 - Locked racks for the storage of servers that contain Confidential Information or use AES encryption (key lengths of 256 bits or greater) to protect confidential data at rest, standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program (CMVP);
 - Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
 - Documented anti-virus strategies that assure all systems are running the most current anti-virus signatures within 1 day of release;
 - Complex passwords that are systematically enforced and password expiration not to exceed 120 days, dependent user authentication types as defined in OCIO security standards;
 - Strong multi-factor authentication mechanisms that assure the identity of individuals who access Confidential Information;
 - Account lock-out after 5 failed authentication attempts for a minimum of 15 minutes, or for Confidential Information, until administrator reset;
 - AES encryption (using key lengths 128 bits or greater) session for all data transmissions, standard algorithms validated by NIST CMVP;

- Firewall rules and network address translation that isolate database servers from web servers and public networks;
- Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
- Log management and intrusion detection/prevention systems;
- A documented and tested incident response plan

Any breach of this clause may result in termination of the contract and the demand for return of all personal information.

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.

SUBCONTRACTING: Neither the Contractor, nor any subcontractors, shall enter into subcontracts for any of the work contemplated under this agreement without prior written approval of DOH. In no event shall the existence of the sub operate to release or reduce the liability of the Contractor to DOH for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this Agreement.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of DOH or as provided by law.

If, at any time during the progress of the work, DOH determines in its sole judgment that any subcontractor is incompetent, DOH shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by DOH of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Agreement, nor be the basis for additional charges to DOH.

SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE: In the event contract funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, DOH may give notice to Contractor to suspend performance as an alternative to termination. DOH may elect to give written notice to Contractor to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may include notice by facsimile or email to Contractor's representative. Contractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When DOH determines that the funding insufficiency is resolved, DOH may give Contractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Contractor will give written notice to DOH as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Contractor gives notice to DOH that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date Contractor gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable

to DOH, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

TERMINATION: Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE: If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

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.

ALL WRITINGS CONTAINED HEREIN: This Agreement contains all the terms and conditions agreed upon by the parties. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR SIGNATURE	DATE
PRINT OR TYPE NAME	TITLE
DOH CONTRACTING OFFICER SIGNATURE	DATE

This contract has been approved as to form by the attorney general.

STATEMENT OF WORK
DOH Contract Number **XXXXX**

PURPOSE/OBJECTIVE:

The purpose of this agreement is to have the Washington State Department of Health delegate to the Southeast Washington All Hazard Type 3 Incident Management Team, and the associated agencies within this agreement the authority to provide Incident Command for the 2019 Novel Coronavirus Benton County public health mass vaccination site for DOH and for other mass vaccination sites as assigned thru an addendum to the SEWA Delegation of Authority.

- Provide for the safety of person in counties assigned to the SEWAIMT3 and all responders assigned to the incident.
- Develop and maintain communication with internal and external stakeholders as it relates to the mass vaccination point of distribution operations.
- Provide an environment where all response agencies are respected and valued for their unique and important contributions to the mission.
- Manage the site operations in the most efficient and cost-effective manner commensurate with established standards and guidelines.
- Coordinate with the Washington State Department of Health, Benton-Franklin Health District, Benton and Franklin County Emergency Operations/Coordination Centers, Walla Walla County Health department and Walla Walla County Emergency Management and other partners as may be assigned in an addendum to the Delegation of Authority.
- Manage the operations of the mass vaccination site within the framework of law (Federal, State, and local); city and agency policies of the responding resources, and the response plans of County Health District/Departments assigned within the current Delegation of Authority and the Washington State Department of Health.
- Command Staff will include the Local Health Officer or their designee as a Medical/Technical Advisor.
- Expenditures shall be run through the WA State Department of Health Finance Section Chief (doh-fsc@doh.wa.gov). Reimbursement of indirect cost rates are not applicable to these funds. Administrative costs can be billed as a direct cost.
- Immediately notify the BFHD representative, or BFHD Safety Officer of any response worker's possible exposure, illness, injury, death, hospitalization, or sever disability.
- Complete Incident Action Plans and an ICS 209 form for each operational period as defined by the local Mass Vaccination site representative.

Deliverables:

- Submit at least monthly an invoice for a request for reimbursement of costs to provide the services outlined in this contract to the WA State Department of Health Finance Section Chief (doh-fsc@doh.wa.gov). Include the Monthly Cost Summary Spreadsheet along with the invoice to DOH. Additional documentation (i.e., timesheets, reports, purchased materials, etc.) must be maintained and provided to DOH upon request to substantiate costs invoiced to DOH for this contract.
- Submit Incident Action Plans to the Washington State DOH Incident Management Team Planning Section Chief (doh-psc@doh.wa.gov), Benton-Franklin Health District Planning Section Chief, and collaborating agencies.

Special Requirements:

Additional guidance may be provided by DOH for this contract.