INTERLOCAL COOPERATION AGREEMENT between Kittitas County Public Health Department and Central Washington University for the purpose of enhancing the quality and capacity of the community health assessment process.

**WHEREAS**, it is in the public interest of Kittitas County Public Health Department (“KCPHD”) and Central Washington University (“CWU”) to enhance the quality and capacity of the community health assessment process; and

**WHEREAS**, KCPHD and CWU wish to have a cooperative action and to cooperate with each other on the basis of mutual advantage for the KCPHD conducting the community health assessment and CWU’s understanding of the health status of the CWU student population;

**NOW, THEREFORE**, in consideration of the mutual promises and agreements herein contained, and pursuant to the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act, the parties below hereby agree in accordance with the terms set forth below:

1. **Purpose**. KCPHD is undertaking a community health improvement process which requires both the utilization of local resources and collaboration with organizations and individuals in the community. In addition, a project-specific approach of working with a local academic institution was selected as part of the project proposal. KCPHD and CWU will work together to share community health assessment resources, expand the community’s capacity for conducting a thorough community health assessment, assess the health status of the CWU population, and provide meaningful health assessment experiences for CWU students.
2. **Term**. This agreement begins on September 1, 2011 or the effective date of the agreement, whichever is later, and ends upon 30 days written notice by either party or on December 15, 2012.
3. **Duties of KCPHD**. KCPHD will provide technical assistance to the participating students in the areas of assessment methods, community engagement, and data collection and analysis. When possible, KCPHD will include the results of such assessments in the final community health assessment. Each party will carry out its separate activities in a mutually beneficial manner.
4. **Duties of CWU**. CWU will work with students in the HED 330 course during Fall and Winter quarters to conduct specific pieces of the community health assessment about CWU students, faculty, and staff. The results of such assessments will be communicated to KCPHD. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
5. **Notices**. The following parties are the administrators of this Agreement. Notices required or permitted under this Agreement shall be mailed to the respective parties as follows:

|  |  |
| --- | --- |
| **Kittitas County Public Health Department** | **Central Washington University** |
| xxx | xxx |
| xxx | xxx |
| 507 N. Nanum Street, Suite 102 | 400 E. University Way, Purser Hall 101 |
| Ellensburg, WA 98926 | Ellensburg, WA 98926 |
| Phone:  | Phone:  |
| Fax:  | Fax:  |
| E-mail:  | E-mail:  |

1. **Participation in Similar Activities**. This instrument in no way restricts KCPHD or CWU from participating in similar activities with other public or private agencies, organizations, and individuals.
2. **Joint Indemnification**. KCPHD and CWU each agree to be responsible and assume liability for their own wrongful and/or negligent acts or omissions, or those of their officers, agents or employees to the fullest extent required by law, and further agree to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of the negligence attributable to each party.
3. **Confidentiality**. Each party shall keep confidential any information that it receives from the other party that is marked as confidential to the extent permitted by law, including that which has been determined to be confidential by the Health Insurance Portability and Accountability Act (HIPAA). CWU shall protect and maintain all Confidential Information gained by reason of this Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires CWU to employ reasonable security measures, which include restricting access to the Confidential Information. CWU shall indemnify and hold harmless KCPHD, its Additional Insured’s, officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from CWU’s breach of this provision.
4. **Ownership of Materials.** All writings, programs, data, public records or other materials prepared by CWU and/or its employees, students, consultants or sub-Contractors, in connection with performance of this Agreement shall be the sole and absolute property of KCPHD. CWU hereby transfers and assigns to KCPHD all right, title and interest (including copyright rights) in and to all materials created or developed by CWU pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the “Materials”) (subject to any licensed third-party rights retained therein). CWU shall inform KCPHD in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. CWU understands and agrees that CWU shall retain no rights to the Materials and shall assist KCPHD, upon reasonable request, with respect to the protection and/or registrability of the Materials. CWU represents and warrants that, unless otherwise stated to KCPHD in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law.
5. **Financing**. KCPHD shall transfer a total of $1,750.00 to CWU for the activities undertaken by CWU students in HED 330 during Fall and Winter quarters of the 2011-2012 academic year which contribute to the community health assessment. The funds will be dispersed in four separate equal installments upon the completion of specific deliverables outlined below by the due dates and accompanied by an invoice to KCPHD for the installment amount.
	1. First Installment $437.50: To be transferred from KCPHD to CWU upon (1) initiation of community health assessment activities by Fall quarter CWU students or (2) one week after the effective date of this agreement, whichever is later.
	2. Second Installment $437.50: To be transferred from KCPHD to CWU upon (1) completion of community health assessment activities by Fall quarter CWU students, (2) a full report of assessment activities completed including the results, (3) electronic copies of all materials created for the assessment activities, and (4) an electronic version of the raw data collected and any analysis of that data by December 31, 2011.
	3. Third Installment $437.50: To be transferred from KCPHD to CWU upon (1) initiation of community health assessment activities by Winter quarter CWU students by January 31, 2012.
	4. Fourth Installment $437.50: To be transferred from KCPHD to CWU upon (1) completion of community health assessment activities by Winter quarter CWU students, (2) a full report of assessment activities completed including the results, (3) electronic copies of all materials created for the assessment activities, and (4) an electronic version of the raw data collected and any analysis of that data by March 31, 2012.
6. **Applicable laws**. CWU agrees to abide by all applicable regulations, rules, ordinances and laws in performing this Agreement.
7. **Taxes**. CWU shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker’s compensation insurance, social security obligations, and similar taxes and levies. CWU shall be responsible for all sales and use taxes on materials, supplies and equipment purchased by CWU under this Agreement.
8. **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.
9. **Insurance**. CWU is a self-insured agency of the State of Washington and participates in the Washington State Liability Self Insurance Program, which administers a liability account to finance the payment of general liability (including professional liability) and a vehicle liability, tort claims arising from the negligent actions of state agencies, its officers, employees and volunteers. The program operates under the authority of three major statutes (RCW 43.19, 4.92 and 48.62.) General liability (including professional liability) and vehicle liability tort claims against CWU for the actions of its officers, employees, and volunteers, while acting within the scope of their employment during university sponsored program and/or activities, would be subject to defense by the State of Washington with funding by the Liability Account.
10. **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.
11. **Venue and Choice of Law**. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Kittitas. This Agreement shall be governed by the law of the State of Washington and any applicable federal laws.
12. **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.
13. **Entire Agreement: Possible Amendments**. This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. Either party may request changes in the Agreement. Proposed changes mutually agreed upon will be incorporated by written amendments to this Agreement.
14. **Waiver**. Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
15. **Effective Date**. The effective date of this agreement shall be upon execution by both parties.
16. **Authorized Representatives**. By signature below, the parties certify that the individuals listed in this document as representatives of the party are authorized to act in their respective areas for matters related to this agreement.

 **BOARD OF COUNTY COMMISSIONERS**

###  **KITTITAS COUNTY, WASHINGTON**

 Commissioner Paul Jewell, Chair

 Commissioner Alan Crankovich , Vice Chair

 Commissioner Obie O’Brien

###  **DATE:**

###  **CENTRAL WASHINGTON UNIVERSITY**

###  **DATE:**