



CONTRACT NUMBER:
GVL26446

SUBRECIPIENT *
☐ YES ☒ NO

FFATA FORM REQUIRED
☐ YES ☒ NO

INTERAGENCY AGREEMENT

Between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
And
The CITY OF YAKIMA

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

PURPOSE: REIMBURSEMENT OF COSTS AND EXPENSES INCURRED BY THE CITY OF YAKIMA ASSOCIATED WITH THE MASS VACCINATION SITE AT THE CENTRAL WASHINGTON STATE FAIRGROUNDS, YAKIMA, WASHINGTON.

THEREFORE, IT IS MUTUALLY AGREED THAT:

DOH shall reimburse the City of Yakima for all costs and expenses incurred by the City associated with the mass vaccination site at the Central Washington State Fairgrounds in Yakima, Washington. Such costs and expenses to be paid are from the date of opening the mass vaccination site through May 27, 2021. Costs and expenses are for on-site emergency response personnel and equipment at straight, overtime, and standby rates depending on personnel and equipment.

A copy of all itemized billings are attached hereto as Exhibit "1" and fully incorporated herein. No additional invoices are anticipated. The Parties agree that these are reasonable costs and expenses incurred by the City for the work done at the mass vaccination site.

STATEMENT OF WORK AND BUDGET: It is agreed that the Contractor furnished the necessary personnel, equipment, material and/or services and otherwise did all things necessary for or incidental to the performance of the work expected as previously agreed and is expected to be paid by DOH.

PERIOD OF PERFORMANCE: The period of performance of this Agreement shall commence on **January 1, 2021** and be completed on **June 30, 2021**, unless terminated sooner as provided herein

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): If applicable, 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 **\$519,286.69**

Source of Funds:

Federal: \$519,286.69 State: \$0 Other: \$0 TOTAL: \$519,286.69

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.

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: Rebecca Baron
Office: Office of Immunizations
Agency: Department of Health
Address: PO Box 47960
City, State, Zip: Olympia, WA 98504-7960
Phone: (360) 878-7960

The Contract Manager for the Contractor is:

Name: Sara Watkins
Title: City Attorney
Agency: City of Yakima
Address: 129 N. 2nd Street
City, State, Zip: Yakima, WA 98901
Phone: 509-575-6030

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

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.

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.



City of Yakima
 Accounts Receivable
 129 N 2nd Street
 Yakima, WA 98901-2521
 (509)-575-6080
 (509)-576-6649 (fax)
 Tax ID - Number - 91-6001293
 Pay Online: <https://css.yakimawa.gov>
 Pay By Phone: 1-888-508-8653

WA ST DEPARTMENT OF HEALTH
 PO BOX 47905
 OLYMPIA, WA 98504

ACCOUNT NO: 772551
INVOICE NO: 1152883
INVOICE DATE: 06/16/2021

SUMMARY OF CURRENT CHARGES		
Description	Rate	Amount
Fire Protection Services FIRE MASS VACINATION SITE 1301 FAIR AVE MARCH 2021: ON SITE STAFF		\$6,293.80
COVID-19 Service Reimbursement FIRE MASS VACINATION SITE 1301 FAIR AVE MARCH 2021: POLARIS 6 X 6 RINGER FEE		\$1,200.00
AMOUNT DUE		\$7,493.80
PREVIOUS BALANCE		\$213,168.59
AMOUNT DUE		\$220,662.39

PAYMENT IS DUE BY 07/19/2021

Delinquent 30 days past invoice date
 Please make checks payable to City of Yakima

Exhibit 1



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WA ST DEPARTMENT OF HEALTH
 PO BOX 47905
 OLYMPIA, WA 98504

ACCOUNT NO: 772551
INVOICE NO: 1152884
INVOICE DATE: 06/16/2021

SUMMARY OF CURRENT CHARGES		
Description	Rate	Amount
Fire Protection Services FIRE MASS VACINATION SITE 1301 FAIR AVE APRIL 2021: ON SITE STAFF		\$46,092.38
COVID-19 Service Reimbursement FIRE MASS VACINATION SITE 1301 FAIR AVE APRIL 2021: POLARIS 6 X 6 RANGER FEES		\$8,171.85
AMOUNT DUE		\$54,264.23
PREVIOUS BALANCE		\$220,662.39
AMOUNT DUE		\$274,926.62

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WA ST DEPARTMENT OF HEALTH
PO BOX 47905
OLYMPIA, WA 98504

ACCOUNT NO: 772551
INVOICE NO: 1152885
INVOICE DATE: 06/16/2021

SUMMARY OF CURRENT CHARGES		
Description	Rate	Amount
Fire Protection Services FIRE MASS VACINATION SITE 1301 FAIR AVE MAY 2021: ON SITE STAFF		\$23,895.22
COVID-19 Service Reimbursement FIRE MASS VACINATION SITE 1301 FAIR AVE MAY 2021: POLARIS 6 X 6 RANGER FEES		\$7,296.26
AMOUNT DUE		\$31,191.48
PREVIOUS BALANCE		\$274,926.62
AMOUNT DUE		\$306,118.10

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WA ST DEPARTMENT OF HEALTH
PO BOX 47905
OLYMPIA, WA 98504

ACCOUNT NO: 772551
INVOICE NO: 1134959
INVOICE DATE: 05/17/2021

SUMMARY OF CURRENT CHARGES		
Description	Rate	Amount
YPD Reimbursement APRIL 2021 OFFICERS WORKED 1342.5 HOURS AT MASS VACINATION SITE (1301 FAIR AVE)		\$94,295.00
YPD Reimbursement APRIL 2021 VEHICLES 1342.5 HOURS AT MASS VACINATION SITE (1301 FAIR AVE)		\$21,543.11
AMOUNT DUE		\$115,838.11
PREVIOUS BALANCE		\$0.00
AMOUNT DUE		\$115,838.11

PAYMENT IS DUE BY 06/17/2021

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Exhibit 1

Return this portion with your payment.

ACCOUNT	INVOICE
772551	1134959

DUE DATE	06/17/2021
AMOUNT DUE	\$115,838.11

Send Payment To:

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Yakima, WA 98901-2521

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WA ST DEPARTMENT OF HEALTH
 PO BOX 47905
 OLYMPIA, WA 98504

ACCOUNT NO: 772551
INVOICE NO: 1134962
INVOICE DATE: 05/17/2021

SUMMARY OF CURRENT CHARGES		
Description	Rate	Amount
YPD Reimbursement MARCH 2021 OFFICERS WORKED 260 HOURS AT MASS VACINATION SITE (1301 FAIR AVE)		\$17,910.16
YPD Reimbursement MARCH 2021 VEHICLES 260 HOURS AT MASS VACINATION SITE (1301 FAIR AVE)		\$4,173.00
AMOUNT DUE		\$22,083.16
PREVIOUS BALANCE		\$115,838.11
AMOUNT DUE		\$137,921.27

PAYMENT IS DUE BY 06/17/2021

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Exhibit 1

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ACCOUNT	INVOICE
772551	1134962

DUE DATE	06/17/2021
AMOUNT DUE	\$137,921.27

Send Payment To:

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Yakima, WA 98901-2521

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WA ST DEPARTMENT OF HEALTH
PO BOX 47905
OLYMPIA, WA 98504

ACCOUNT NO: 772551
INVOICE NO: 1152879
INVOICE DATE: 06/16/2021

SUMMARY OF CURRENT CHARGES		
Description	Rate	Amount
YPD Reimbursement POLICE MASS VACINATION SITE 1301 FAIR AVE MAY 2021: OFFICERS 882.5 HOURS		\$61,083.19
YPD Reimbursement POLICE MASS VACINATION SITE 1301 FAIR AVE MAY 2021: 882.5 HOUS PATROL VEHICLES		\$14,164.13
AMOUNT DUE		\$75,247.32
PREVIOUS BALANCE		\$137,921.27
AMOUNT DUE		\$213,168.59

PAYMENT IS DUE BY 07/19/2021

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Exhibit 1

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ACCOUNT	INVOICE
772551	1152879

DUE DATE	07/19/2021
AMOUNT DUE	\$213,168.59

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Yakima, WA 98901-2521

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