

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Agreement Regarding  
Immunizations at Everett  
Station

\_\_\_\_\_ Consent  
  X   Action  
 \_\_\_\_\_ First Reading  
 \_\_\_\_\_ Second Reading  
 \_\_\_\_\_ Third Reading  
 \_\_\_\_\_ Public Hearing

COUNCIL BILL # \_\_\_\_\_  
 Originating Department Transportation  
 Contact Person Tom Hingson  
 Phone Number 425-257-8939  
 FOR AGENDA OF Mar. 10, 2010

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA db  
 Council President ca

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Everett Station	None	Agreement for Off Site Immunizations	Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

Snohomish Health District (SHD) would like to utilize the Everett Station for free H1N1 immunizations for the public. SHD will enter into a facility use agreement with the City of Everett for use of the Everett Station. This agreement outlines the responsibilities and indemnification of SHD while on site, as well as the responsibilities of the City of Everett. The agreement will remain in effect until December 31, 2010, to allow for similar SHD programs.

**RECOMMENDATION:**

Authorize the Mayor to sign the Agreement Regarding Immunizations at Everett Station with Snohomish Health District.

## **AGREEMENT REGARDING IMMUNIZATIONS AT EVERETT STATION**

This Agreement is made between Snohomish Health District, hereinafter referred to as "SHD", and the City of Everett, hereinafter referred to as the "City".

The purpose of this Agreement is to define the obligations of each party regarding the administration of immunizations at Everett Station.

### **I. RESPONSIBILITIES OF SHD:**

A. Provide professionally trained and appropriately licensed staff members to administer immunizations.

B. Provide Immunizations:

1. Assess the need for immunizations based on age, health status, and risk factors per the recommendations of the Centers for Disease Control/Prevention and Advisory Committee on Immunization Practices.
2. Provide information to clients regarding: benefits, risks, and possible side effects of vaccines.
3. Administer immunizations at SHD's sole cost at Everett Station in accordance with all applicable laws.
4. Provide and access emergency care if needed, including having medication available for anaphylactic reaction.

C. Safety:

1. Assure that all community volunteers, nurses and staff participating in the immunization program have at least the public liability/professional liability insurance as described in Section V. Liability Insurance.
2. Assure confidentiality of client information by all immunization program staff participants.
3. Follow infection control methods recommended by WISHA/OSHA.

### **II. RESPONSIBILITIES OF CITY:**

If SHD desires to administer immunizations at Everett Station, SHD shall submit to the Director of Everett Transit or his designee a written request stating the date(s) that SHD proposes to schedule the immunizations. If the Director or his designee approves the schedule, the City will provide to SHD a space acceptable to SHD at Everett Station for SHD to administer immunizations on those dates. The Director or his designee may decline to approve any schedule for immunizations if, in the Director's or designee's sole judgment, that schedule conflicts with other uses of the Everett Station.

### **III. CLIENT INFORMATION:**

SHD shall not provide client information of any kind in any form to the City regarding the identity of any person receiving an immunization at Everett Station. SHD shall not provide any "protected health information" of any kind to the City as that term is defined by federal law. SHD is exclusively responsible for maintaining the confidentiality of all client information in accordance with federal and state law. This section does not apply to information provided to City fire or police departments in emergencies.

**IV. INDEMNIFICATION:**

SHD shall indemnify, hold harmless and defend the City against any and all liability for loss, costs, damages, expenses, claims or actions arising from or relating to any action or omission of SHD or its employees, agents, contractors, volunteers, or staff in connection with this Agreement, including without limitation all loss, costs, damages, expenses, claims or actions arising from or relating any immunization provided by SHD or its employees, agents, contractors, volunteers, or staff at Everett Station. This indemnification provision survives termination or expiration of this Agreement.

**V. LIABILITY INSURANCE:**

SHD shall obtain and maintain continuously public liability insurance and professional liability insurance coverage on an occurrence basis of at least \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. SHD will provide the City with a current Certificate of Insurance in a form acceptable to the City of Everett City Attorney prior to any use of Everett Station by SHD.

**VI. TERMINATION PROCEDURE:**

Either party may terminate this Agreement effective on written notice.

**VII. DURATION:**

This Agreement shall be deemed to be effective on the date signed by both parties. This Agreement expires at the end of business on December 31, 2010.

**IN WITNESS WHEREOF**, the parties have executed this Agreement:

**SNOHOMISH HEALTH DISTRICT**

\_\_\_\_\_  
Gary Goldbaum, MD, MPH  
Health Officer

Dated: \_\_\_\_\_

**CITY OF EVERETT**

By \_\_\_\_\_  
Ray Stephanson, Mayor

Dated: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Marks, City Clerk

\_\_\_\_\_  
James D. Iles, City Attorney

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_