

October 31, 1994

Introduced by: JANE HAGUE

Proposed no.: 94 - 800

MOTION NO. 9462

A MOTION authorizing the county executive to enter into an interlocal agreement with the Snohomish Health District to jointly manage the further development and use of the CHILD Profile database.

WHEREAS, the CHILD Profile database is being developed by King County (hereinafter "the county") and Snohomish Health District (hereinafter "the health district") for use in child health tracking with primary funding from Washington State Department of Health and Robert Wood Johnson All Kids Count Project, and

WHEREAS, the goal of the county and the health district, in developing and using the database, is to improve the health of the community by assuring that all children receive appropriate prevention and early health intervention services, and

WHEREAS, the county and the health district desire that the database remains viable beyond Robert Wood Johnson Foundation funding by both parties securing additional funds through federal, state, local and private fund sources and/or user fees; and

WHEREAS, the county and the health district desire that the management of the database continues to be a joint effort between and among its sponsoring agencies, and

WHEREAS, this joint effort must be authorized by a motion of the governing bodies of the county and the health district in accordance with RCW 39.34.030;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

A. The county executive is authorized to execute an interlocal agreement, substantially in the form attached, with the Snohomish Health District to jointly manage the further development and use of the CHILD Profile database.

PASSED by a vote of 13 to 0 this 17th day of January, 1995.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Gerald A. Fortner
Clerk of the Council

Attachments: Interlocal Agreement with Snohomish Health District

INTERLOCAL AGREEMENT

regarding the

CHILD PROFILE DATABASE

between and among

King County, by and for the Seattle-King County Department of Public Health, and**Snohomish Health District**

The CHILD Profile Database is being developed for use in child health tracking and consists of data tables and the computer programs to access them. The core database contains demographic information derived from birth certificates and provider entries. The immunization database contains immunization information from providers, both historical information and those immunizations administered by the provider. The CHILD Profile Database will be modular in nature. Additional modules contemplated include a vaccine inventory module to assist providers with accounting for publicly-funded vaccines received from the state; a special needs module storing eligibility and service information to simplify access and coordination of care for children with special health care needs; and a well-child module storing information on preventive health screenings and visits.

Purpose of CHILD Profile. Child Profile is being developed as an inter-agency project of King County, by and for the Seattle-King County Department of Public Health, and Snohomish Health District with primary funding from the Washington State Department of

Health and the Robert Wood Johnson All Kids Count Project. Its goal is to improve the health of the community by assuring that all children receive appropriate preventive and early intervention services, particularly immunizations. To do this the Agencies are utilizing the core database to send reminders and other health information to parents of children in the database. The Agencies intend to link all providers in the two-county area to the central database so they can enter immunization information on their patients. The eventual goal is for these providers to also participate in other components of child health tracking. The Agencies will prioritize follow-up for children not receiving adequate preventive services based on risking criteria, referral information, provider entries and on the importance of the services not received.

The Guiding Principles for this Interlocal Agreement and its Signatories are to Ensure the CHILD Profile Database:

Continues to be a coordinated effort between its sponsoring agencies;

Remains viable beyond Robert Wood Johnson Foundation funding by securing additional funds through federal, state, local, private grant sources, and/or user fees;

Integrates with ongoing provider operations to assure timely and accurate data, as well as integrating the costs of maintaining the tracking system into their basic operations;

Encourages related programs to utilize and assist in funding the core database elements, thereby reducing duplication of effort (e.g., address updates) and further spreading the costs associated with the ongoing maintenance of the system;

Develops and maintains ongoing provider participation in the decision-making process; and

Extends the utilization of the CHILD Profile Database, where and when feasible, to other areas of Washington State.

This Interlocal Agreement is among and between King County, by and for the Seattle-King County Department of Public Health (SKCDPH), and Snohomish Health District (SHD) who agree as follows:

1. **Definitions.** "Agencies" shall mean any agency, political subdivision, or unit of local government in the State of Washington including, but not limited to, municipal corporations, special purpose districts, and local service districts; any agency of Washington state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any political subdivision of another state.

"Participating Agencies" shall mean those agencies who have entered into the CHILD Profile Database Interlocal Agreement.

"Governing Bodies" shall mean the legislative boards, commissions, councils or authorities of the Participating Agencies who are authorized to enter into inter-local agreements pursuant to RCW 39.34.

2. **Purpose of this Agreement.** This Agreement will guide the ongoing development and operation of CHILD Profile Database by the Participating Agencies.

3. **Duration.** This Interlocal Agreement shall remain in full force and effect for a period of one (1) year, effective as of the date signed by the last signatory hereto, and said Agreement shall remain in full force and effect and be automatically renewed for successive one-year terms thereafter unless dissolved by mutual agreement, or at the request of one of the parties, a ninety (90) day advance written notice being required.

4. **Budget.** The budget for the CHILD Profile Database shall be established by the Participating Agencies in accordance with their normal and customary processes. Recommendations for budgetary needs shall be made to the Participating Agencies by the Joint Executive Management Team.

5. **Joint Executive Management Team.** This Interlocal Agreement shall be administered by a Joint Executive Management Team (hereinafter called the "Team") consisting of three (3) representatives from each Participating Agency as appointed by the Chief Executive Officer of that Participating Agency.

Quorum. A majority of the total number of members appointed to the Team shall constitute a quorum for the purpose of making decisions related to the duties and authorities of the Team. To be valid, all actions of the Team must be by vote of a majority of the quorum, or if more members are present, by a majority of those members in attendance.

Duties and Authorities of the Joint Executive Management Team. The Team shall be responsible for the management of the CHILD Profile Database by making policy decisions and providing recommendations to the Participating Agencies.

Policy Decisions regarding the management of the CHILD Profile Database operation which the Governing Bodies of the Participating Agencies have specifically authorized the Team to make include adding other agencies to this Interlocal Agreement as signatories; adding other agencies to this Interlocal Agreement as subscribing parties; creating criteria and procedures for CHILD Profile Database users/subscribers; planning activities of all types; defining uniform standards; establishing CHILD Profile Database user fees; holding and surplusing capital equipment and personal property conveyed to or owned by the Team; collecting of fees and charges owing; establishing the release and receipt of data protocols and procedures; submitting joint applications for federal, state, local and private grant funds; and managing CHILD Profile Database resources, including both personnel and equipment, by determining what and how the resources should be used.

Recommendations to Participating Agencies, for their individual action, in accordance with their governance structure and procedures, include modifying or amending of this Interlocal Agreement; paying operating costs; analyzing, developing and submitting a program budget; purchasing, holding and surplusing capital equipment that is owned and controlled by the Participating Agencies; entering into contracts and financing arrangements; and, receiving and administering federal, state, local and private grants.

Meetings. The Team shall meet at least six (6) times annually.

Minutes. Official minutes of Team meetings will be recorded. These minutes will serve as the official record of all decisions and recommendations of the Team.

6. **Advisory Committees.** The Team may establish and appoint standing or ad hoc advisory committees to advise them on such matters as shall be determined.

7. **Governing Bodies.** The signatories of this Agreement are the Governing Bodies of the Participating Agencies who shall equally share the liabilities and assets of the CHILD Profile Database in accordance with Section 11 herein.

8. **Title to Property.** All computer hardware, software, equipment and other property purchased by the Participating Agencies with joint funds for the specific purpose of the joint

operation of the CHILD Profile Database shall be conveyed by the Participating Agency that made said purchase to the Joint Executive Management Team on the effective date of the agreement. Property purchased for joint operation of the CHILD Profile Database with funds from RWJ Foundation or other joint funds which shall be conveyed to the Joint Executive Management Team is listed in Exhibit I. All equipment purchased for joint operation with individual agency funds is not subject to the terms of this agreement and shall remain the property of the Participating Agency that made said purchase and is listed as such in Exhibit II. An inventory list of equipment purchased after the date of signing of this agreement will be maintained in a format comparable to that set forth in Exhibits I and II, indicating Joint Executive Management Team ownership of items purchased with joint funds for the specific purpose of the joint operation of the CHILD Profile Database, and each Participating Agency's ownership of items purchased with individual agency funds for the joint operation of the CHILD Profile Database.

9. **Maintenance and Operations.** The responsibility for maintaining the operation of the CHILD Profile Database rests with the Participating Agencies. The Team will decide maintenance and operations issues, including budget development and revenue generation to meet operational needs. Charges to subscribing parties for access to the database and other services will be used to offset the ongoing costs of operation.

10. **Termination for Cause/Corrective Action.**

Termination for Cause. The Joint Executive Management Team may terminate a

Participating Agency's participation in this Agreement and/or may terminate this Agreement, in whole or in part, upon seven (7) days advance written notice in the event: (1) a Participating Agency materially breaches any duty or obligation required pursuant to this Agreement, or (2) the duties or obligations required herein become impossible, illegal, or not feasible.

If a Participating Agency is terminated from participation in this Agreement by the Team pursuant to (1) above, the Participating Agency shall be liable for incidental and consequential damages, including attorney fees and costs to the prevailing parties.

Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that any party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other party.

Corrective Action. If the Team determines that a breach of this Agreement has occurred, that is, the Participating Agency has failed to comply with any terms or conditions of this Contract, and if the Team deems said breach to warrant corrective action, the following sequential procedure will apply:

The Team will notify the Participating Agency in writing of the nature of the breach;

The Participating Agency shall respond in writing within three (3) working days of its

receipt of such notification, which response shall indicate the steps being taken to correct the specified breach. The corrective action plan shall specify the proposed date by which the Participating Agency shall correct the specified breach, which date shall not be more than ten (10) days from the date of the Participating Agency's response unless the Team, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

The Team will notify the Participating Agency in writing of the Team's determination as to the sufficiency of the Participating Agency's corrective action plan. The determination of the sufficiency of the Participating Agency's corrective action plan shall be at the sole discretion of the Team;

In the event that the Participating Agency does not respond within the appropriate time with a corrective action plan, or the Participating Agency's corrective action plan is determined by the Team to be insufficient, the Team may commence termination of the Participating Agency from this Agreement in whole or in part pursuant to the Termination clause of this Agreement;

11. **Termination and Disposition of Property.** In the event a Participating Agency terminates or is terminated as a participant while the Agreement remains in effect, the Team may take possession of all property and equipment purchased with joint funds for joint operation of the CHILD Profile Database, listed as such in Exhibit I and the inventory list,

which is in the possession of the terminating agency as of the date the termination is effective. The Team may utilize or liquidate and sell this equipment upon such terms and conditions as are reasonable under all of the circumstances, or leave said property in place and require the terminating agency to buy the property at its then fair market value for cash or upon such terms as the Team and the terminating agency shall agree. The terminating agency shall be entitled to receive and use a copy of all records generated, including computer access instructions, and software necessary for purposes of information retrieval. Nothing the Team does pursuant to this paragraph shall release a terminating agency from any obligation owed to the Team or to any other Participating Agency for its equal share of the debt and obligations existing, whether known or unknown, as of the date the termination is effective.

Should this Interlocal Agreement terminate, expire, or be dissolved for any reason hereafter, the Team shall have the authority to liquidate all assets held or owned by the Team and pay any remaining debts upon such terms and conditions as it then determines to be just and reasonable. In the event assets or funds remain after payment of all debts and expenses, then the same shall be divided between those Participating Agencies which remain at the time of dissolution. In the event liabilities remain after payment of all debts and expenses, then the same shall be divided equally between those Participating Agencies which remain at the time of dissolution.

12. **Assignment.** The rights and obligations of any Participating Agency under this

Agreement may not be assigned to any third party without the written consent of all the parties hereto unless said third party assignee is a successor in interest of the Participating Agency.

13. **Arbitration.** In the event that, after good faith attempts, the Participating Agencies are unable to agree with respect to any of the provisions of the Agreement, the Participating Agencies agree to settle by arbitration any controversy arising out of or in relation to this Agreement, pursuant to and in conformity with the provisions of RCW Chapter 7.04.

14. **Indemnification.** SHD indemnifies, holds harmless and defends SKCDPH against any and all liabilities, loss, costs, damages, expenses, claims or actions, including attorney fees, which SKCDPH may hereafter sustain, incur or be required to pay arising solely out of or by reason of any act or omission of SHD in the execution, performance or failure to adequately perform hereunder. SKCDPH indemnifies, holds harmless and defends SHD against any and all liabilities, loss, costs, damages, expenses, claims or actions, including attorney fees, which SHD may hereafter sustain, incur or be required to pay arising solely out of or by reason of any act or omission of SKCDPH in the execution, performance or failure to adequately perform hereunder.

If error is concurrent, liability will be apportioned as the percentage of fault.

The relationship between the parties to this agreement is limited to the terms and conditions

contained herein and shall not be construed to create a general partnership between the parties or to authorize either party to act as general agent for the other party.

15. **Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed given if delivered personally, mailed by registered or certified mail, return receipt requested, or sent by telecopy with a receipt confirmed by telephone, to the Participating Agencies at the following addresses:

Seattle-King County Department of Public Health

110 Prefontaine Place South, Suite 500

Seattle, WA 98104-2614

Snohomish Health District

3020 Rucker Avenue, Suite 300

Everett, WA 98201-3971

These above-noted addresses may be modified (as necessary) from time to time utilizing the notice provisions herein.

16. **Changes.** Either party may request changes to this agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this agreement.

17. Entire Agreement/Waiver of Default. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such through written approval by both parties, which shall be attached to the original Agreement.

KING COUNTY:

SNOHOMISH HEALTH DISTRICT:

Signature - King County Executive

Signature - Health Officer

Date

Date

Acting under the authority of motion
no. _____

GOVERNING BOARD:

BOARD OF HEALTH:

Signature

Signature

Name

Approved as to Form

Title

Office of the King County Prosecuting
Attorney

Date

EXHIBIT 1			
<i>Item</i>	<i>Quantity</i>	<i>Cost</i>	<i>Purchaseor</i>
EasyCase Plus Developer's Edition v 3.2	1	\$773.63	Robert Wood Johnson Grant Funds
Multi-Edit Standard v 6.1	1	\$125.51	Robert Wood Johnson Grant Funds
WordPerfect for DOS v 5.1	1	\$323.52	Robert Wood Johnson Grant Funds
OS/2 v 2.0	1	\$161.22	Robert Wood Johnson Grant Funds
HyperAccess/5 for DOS & OS/2	1	\$139.58	Robert Wood Johnson Grant Funds
Expert Help Single User	1	\$125.51	Robert Wood Johnson Grant Funds
Blinker v 2.01	1	\$291.06	Robert Wood Johnson Grant Funds
JAM MS-DOS & MSC/DBI for Oracle	1	\$605.00	Robert Wood Johnson Grant Funds
386 PC system(see attached description)	1	\$1,693.33	Robert Wood Johnson Grant Funds
COMPAQ PRESARIO 866(see attached description)	1	\$4,933.92	Robert Wood Johnson Grant Funds
INTEL 16TP Flash Ethernet Card	1	\$227.22	Robert Wood Johnson Grant Funds
FoxPro ver. 2.5 for IBM	1	\$357.06	Robert Wood Johnson Grant Funds
WINFAX PRO v 3.0 Windows	1	\$91.97	Robert Wood Johnson Grant Funds
MS Word for Windows v 6.0 D 3.5	1	\$323.52	Robert Wood Johnson Grant Funds
WordPerfect v 6.0 D3	1	\$323.52	Robert Wood Johnson Grant Funds
Colorado Trakker 250 meg	1	\$388.44	Robert Wood Johnson Grant Funds
HP Laserjet 4	1	\$1,459.62	Robert Wood Johnson Grant Funds
HP Laserjet 4 legal/letter tray	1	\$76.82	Robert Wood Johnson Grant Funds
HP Jetdirect Ethernet Card for Laserjet 4	1	\$470.67	Robert Wood Johnson Grant Funds
DEC 2100 Server	1	\$49,100	Robert Wood Johnson Grant Funds

EXHIBIT 1

386 PC System

386 DX 1331 64K cache

1.4 mb(3.5") & 1.2mb (5.5) floppy drives

105mb hard drive

Desktop case with LED

1mb SVGA card .16 bit

14" SVGA non-interlaces .28dp monitor

4mb RAM

101 enhanced keyboard BTC

MS DOS v 5.0

Windows v 3.1

MS-Word v 2.0

16 bit hard disk controller

COMPAQ PRESARIO 866

340 MB/W+Hard Drive

COMPAQ PRESARIO 128k Cache

SUPRA 14.4.14.4 Fax/Modem Int

COMPAQ 4MB Upgrade

Leading Edge SVGA .28 Monitor

EXHIBIT 2			
<i>Item</i>	<i>Quantity</i>	<i>Cost</i>	<i>Purchaseor</i>
Citrix Box:	1	\$7,283.69	SKCDPH
486-50 w/16 MB RAM		\$2,230.00	
16 Port Digiboard		\$1,244.30	
Citrix operating system		\$1,450.00	
Essex TCP/IP add-in		\$850.00	
Citrix upgrade		\$1,509.39	
Database Server:	1	\$29,690.14	SKCDPH
Compaq SystemPro LT		\$11,712.32	
Netware 3.11 5 User		\$768.22	
Initial Oracle License		\$10,711.00	
External Disk subsystem		\$5,599.35	
Oracle Developer License		\$899.25	
Network Printer (HP3Si)	1	\$4,923.10	SKCDPH
Staff PC's (Jim,Ken,Debbie,Kristi,DPSA) 486s (\$2,200 ea)	5	\$11,000	SKCDPH
Fax Server (PC and Software)	1	\$2,979.00	SKCDPH
Modems and Cables (\$300 ea)	6	\$1,800	SKCDPH
Related Expense: Oracle annual support agreement (\$1,799.85 ea)	2	\$3,599.70	SKCDPH
Novell File Server	1	\$2,000.00	SHD
Oracle 7 license upgrade	1	\$16,337.00	SKCDPH
Communications Servers	1	\$3,442.00	SKCDPH
Network Backup Equipment	1	\$8,248.00	SKCDPH
M4 9-track tape station	1	\$3,086.59	SKCDPH