

INTERLOCAL
HDC.2152
between
CLARK COUNTY
P.O. Box 9825, Vancouver, WA 98666
and
PACIFIC COUNTY
P O Box 26, South Bend, WA 98586

Service Description: Health Officer Services
Contract Name: CCPH Pacific County Health Officer HDC.2152
Contract Period: January 1, 2024 - December 31, 2027
Total Contract Amount: \$205,200

Clark Contacts		
Program	Fiscal	Contract
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Agency Contacts		
Program	Fiscal	Contract
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This Contract for governmental services, where both parties are public agencies, pursuant to RCW 39.34.080 is entered into between Clark County, hereinafter referred to as "Clark," and Pacific County, hereinafter referred to as "Agency." Clark and Agency agree to all terms and conditions, exhibits, and requirements of this contract.

AGENCY COUNTY:

CLARK COUNTY:

Lisa Olsen, Board Chair

Date

Kathleen Otto, County Manager

Date

APPROVED AS TO FORM ONLY:

Amanda Migchelbrink
Deputy Prosecuting Attorney

Date

TERMS AND CONDITIONS

1. Services. Clark shall perform services as set forth in Exhibit A.
2. Time. The contract shall be effective beginning January 1, 2024 and ending December 31, 2027. The contract may be extended for a period of five (5) one (1) year periods based on mutual written agreement, with the same terms and conditions. Compensation for any extended periods will be set out in an amendment to this agreement.
3. Compensation. Agency shall pay the Clark for performing said services upon receipt of a written invoice according to the schedule set forth in Exhibit B, which is attached hereto and incorporated herein by this reference..
4. Termination. Either party may terminate this Contract immediately upon any breach by either party in the duties as set forth in Contract. The waiver by either party of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Either party may terminate this Contract without cause with ninety (90) days prior written notice.
5. Independent Contractor. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
6. Mutual Indemnification / Hold Harmless. Each party agrees to and shall defend, indemnify, and hold harmless the other party, its officials, officers, agents, and employees from and against all claims, losses, damages, judgments, or liabilities of whatever nature, including any portion thereof, arising from or related to the Indemnifying party's acts, omissions, or performance under this Agreement. It is the intent of the parties that each party be responsible for its own actions occurring under this Agreement. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

7. Wage and hour compliance. Both parties shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save Agency free, clear, and harmless from all actions, claims, demands, and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
8. Social Security and Other Taxes. Clark assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this contract be enacted as to all persons employed by the Clark in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.
9. Contract Documents: Other documents included in this contract include Exhibit A, Scope of Work and Exhibit B, Budget Summary. If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.
10. Equal Employment Opportunity: Agency and Clark will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status, or national origin.
11. Changes: Either party may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes including any increase or decrease in the amount of the Clark's compensation which are mutually agreed upon by and between Clark and the Agency, shall be in writing, signed by both parties and incorporated in the written amendments to the Contract.
12. Public Records Act: Notwithstanding the provisions of this contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, each party agrees to maintain all records

constituting public records and to produce or assist both parties in producing such records, within the time frames and parameters set forth in state law. Each party further agrees that upon receipt of any written public record request from the public, shall, within two business days, notify the other party of receipt of the request by providing a copy of the request to the other party's Public Records Officer.

13. Governing Law. This contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.
14. Confidentiality. With respect to all information relating to each party that is confidential and clearly so designated, each party agrees to keep such information confidential. Each party shall comply with all applicable provisions of RCW 70.24, 70.28, and any other state law applicable to confidentiality of information.
15. Conflict of Interest. Both parties' covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. Both parties' further covenants that no person having such interest shall be employed by or shall perform services as an independent contractor with it, in the performance of this contract.
16. Insurance. Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
17. Consent and Understanding. This contract contains a complete and integrated understanding of the Contract between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.
18. Force Majeure. Neither party will be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or

orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

19. Access to Records. Each party shall have reasonable access to documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
20. Severability. If any provision of this contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

EXHIBIT A
STATEMENT OF WORK

1. PURPOSE

- 1.1. The purpose of this agreement is for Regional Health Officer Services. These services include, but are not limited to, the following:
 - 1.1.1. A Regional Health Officer to serve as the Health Officer of record for Agency.
 - 1.1.2. Provide public health and medical consultation, as well as leadership services to the Agency through a Regional Health Officer.
 - 1.1.3. Implement, evaluate, and refine a regional plan that will provide Regional Health Officer Services to Agency.

2. SCOPE

- 2.1. County, shall provide the following services and activities across the region:
 - 2.1.1. Recruit, retain, employ, direct, and supervise personnel to serve as Deputy Health Officer.
 - 2.1.2. Consultation of issues related to communicable disease(s).
 - 2.1.3. Consultation of issues related to emergency preparedness plans and activities.
 - 2.1.4. Consultation regarding Regional Health Officer program structure, policies and procedures, operations, risk implications, and overall management of the Deputy Regional Health Officer.
 - 2.1.5. Consultation regarding evaluation, monitoring, and treatment of tuberculosis (TB), and provision of in-clinic care for patients with TB who are under the care of Agency and community medical providers.
 - 2.1.6. Provide the overall clinical and epidemiologic direction for the development of standing orders, clinical policies, and clinical procedures. Serve as a final signatory to those.
 - 2.1.7. Be available twenty-four hours a day, seven days a week to provide support and consultation for urgent communicable disease or unexpected community emergencies requiring urgent public health intervention.

- 2.1.8. In consultation with Agency, prioritize public health issues, identify best practice approaches, assess current health department activities, and develop capacity of and develop capacity of Agency's health department with the end of putting in place a system and plan that will insure the goals of the program.
- 2.1.9. Develop and maintain effective relationships with the medical community, media, elected officials, and other community leaders.
- 2.1.10. Provide medically sound and appropriate consultation for the improvement of Agency's health department programs and services.
- 2.1.11. Review Agency's departmental medical policy and health department organizational structure.
- 2.1.12. County will hire a Deputy Public Health Officer with input from the directors of health from the respective Agency.
- 2.1.13. The Regional Health Officer will be on-site up to one time every other week as needed, or mutually agreed upon.
- 2.1.14. Regional Health Officer will respond within twenty-four hours of being notified of non-urgent individual communicable disease consultation phone calls and emails in 80% of cases and will respond to 90% of urgent consultation request situations within 30 minutes.
- 2.1.15. Physicians of the Regional Health Officer team will cover functional responsibilities for each other when one is on leave, with consultation for communicable diseases and other urgent situations being the top priority.
- 2.1.16. In the event that all such physicians are on leave, the Regional Health Officer shall make arrangements for backup health officer coverage.
- 2.1.17. Individual communicable disease consultation shall be the core prioritized service provided by the Regional Health Officer team. In consultation and conjunction with the Agency, the Regional Health Officer Team shall jointly develop a work plan that prioritizes the Regional Health Officer activities.
- 2.1.18. Day to day prioritization of work will be based on immediate demand and professional judgment of the Regional Health Officer.
- 2.1.19. Notwithstanding the foregoing, the director of health for Agency or the director's designee shall be empowered to decide which agency-level consultation, leadership, and community-level public health consultation and leadership areas are

appropriate for input and participation by members of the Regional Health Officer Team.

2.2. Agency duties in this regard shall include:

- 2.2.1. Develop and implement "operational systems" for key health officer functions, including but not limited to on-call coverage and media protocols.
- 2.2.2. Support and provide consultation to support County efforts to develop and implement a regional approach to provide health officer services.
- 2.2.3. Appropriately assign and distribute the functional responsibilities of the Regional Health Officer Plan amongst the Regional Health Officer and Deputy Health Officer based on the overall needs of region.

3. PROJECT BUDGET AND TIMELINE

The Agency will provide the County with funds in an amount not to exceed the amount shown on the Budget Summary for purposes of completing the project described herein. The use of these funds shall be expressly limited to the activities described in this Contract.

**EXHIBIT B
BUDGET SUMMARY**

DESCRIPTION	AMOUNT
2024 Monthly Health Officer Services	\$3,900
2025 Monthly Health Officer Services	\$4,350
2026 Monthly Health Officer Services	\$4,400
2027 Monthly Health Officer Services	\$4,450

ANNUAL BREAKDOWN	TOTAL COST
January 1, 2024 through December 31, 2024	\$46,800
January 1, 2025 through December 31, 2025	\$52,200
January 1, 2026 through December 31, 2026	\$52,800
January 1, 2027 through December 31, 2027	\$53,400
TOTAL	\$205,200