

HEALTH SERVICES AGREEMENT BETWEEN
THE SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH
AND MUNICIPALITIES WITHIN KING COUNTY

THIS AGREEMENT, made this _____ day of _____, 19____, by and between the governing bodies of the Seattle-King County Department of Public Health, hereinafter referred to as the Department, and Kirkland, hereinafter referred to as the Municipality.

W I T N E S S E T H:

WHEREAS, the Municipality desires to contract with the Department for personal and environmental health services and to reimburse the Department for the costs of those services in an equitable fashion in order to insure a high level of quality and uniform public health services throughout the County, and

WHEREAS, such agreement is authorized and provided for under the terms of W 70.05.150 and RCW 70.08.090,

NOW THEREFORE, IT IS AGREED THAT:

1. The Department is recognized by the Municipality as the appropriate agent for providing area-wide public health services.
2. The Department's policies and program of services are reviewed at least annually as to their need, appropriateness and effectiveness by the executive and legislative branches of Seattle and King County government. Service levels and funding levels are established during this period and costs for general public health services to be levied against the Municipalities as described herein are established annually.
3. For the purpose of performing the services hereinafter specified, the Department shall provide the necessary labor, equipment, and supplies.
4. Nothing herein shall be construed as in any way divesting the Municipality of any of its policy powers within its boundaries with respect to the management

enforcement of those health standards which are more stringent than those adopted by the State or by King County.

5. The services to be provided under the terms of this agreement shall include all basic public health services required by State law, rules and regulations of the State Board of Health, rules and regulations of King County and/or uniform local ordinances as approved by the Department, as well as those services which are not necessarily required by statute but are deemed necessary by the County Council as advised by the Director of Public Health in order to maintain and protect the health and well being of the citizens of King County. The services to be provided under the terms of the agreement shall include, but not be limited to:

- | | |
|---|-----------------------------------|
| Laboratory Services | Field Nursing/Clinic Nursing |
| Food Service Establishments Inspection | Nutrition Program |
| Plumbing, Refrigeration - Gas Inspection | Dental Care |
| Waste Disposal | School Contracted Services |
| Planning & Land Development Review | Family Planning |
| Water Inspection | Outreach for Older Adults Program |
| Vector Control | Venereal Disease Control |
| Mobile Home Parks Inspection | Tuberculosis Control |
| Heating Plant Inspection | Jail Medical Services |
| School Inspection | Communicable Disease Control |
| Commercial Facilities Inspection | Cancer Screening Program |
| Swimming Pools - Bathing Beach Inspection | Tuberculosis Hospitalization |
| Water Quality Inspection | Vital Statistics |
| Crippled Children's Service | Program Administration |

Services not provided for under the terms of this contract include those services designated to be performed within a specific geographic area of King County.

6. Nothing in this contract shall be construed to prohibit the Department from charging user fees to partially or totally cover the costs of providing certain health services. Furthermore, nothing herein shall be construed to prohibit the Department from establishing income eligibility requirements for certain personal health programs such that only those people least able to pay are provided service free of charge or at a reduced rate.

7. a. Cost of services shall be paid to the Department within thirty (30) days of receipt of quarterly invoice.

b. The reimbursement provided by the Municipality to the Department for general public health services during calendar year 1977 will be Eight Thousand, Seven Hundred, Seventy Dollars. This is the projected average amount billed the Municipality during years 1975-1976.

8. The Department shall not be deemed to assume any liability for negligence of the Municipality, or of any officer or employee thereof. The Municipality shall hold the Department harmless against any claim for damages occurring within the Municipality resulting from carrying out this agreement and the enforcement of all State laws, rules and regulations of the State and/or County Board of Health, and ordinances of the Municipality except for failure of the Department to act as required by State law.

9. The Department shall hold the Municipality harmless against any claim for damages by persons on account of personal injuries, death or damage to property arising out of or in any way resulting from the willful or negligent acts or omission of the Department, its agents, employees or representatives.

10. The Municipality shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to departmental personnel performing services contained herein to the Municipality, or any liability other than that provided for in this agreement. The Municipality shall not be liable for compensation or indemnity to any departmental employee for injury or sickness resulting in the performance of services to the Municipality.

11. This agreement shall be effective from January 1, 1977 to December 31, 1977.

ATTEST:

Tommy Aderson
City Clerk

CITY OF Kirkland

BY Robert K. Keir
Mayor

KING COUNTY, WASHINGTON

BY _____
John D. Spellman
County Executive

CITY OF SEATTLE, WASHINGTON

BY Lawrence Bergner
Lawrence Bergner, M.D.
Director of Health



Seattle-King County / DEPARTMENT OF PUBLIC HEALTH

Public Safety Building Seattle, Washington 98104

RECEIVED

FEB 22 1977

LAWRENCE BERGNER, M.D., M.P.H. Director of Public Health

AM PM CITY OF KIRKLAND BY

February 18, 1977

Mr. Robert Neir, Mayor City of Kirkland 210 Main Street Kirkland, WA 98033

Dear Mayor Neir:

I have reviewed Mr. Ralph Thomas's letter to Mrs. Annabel Jensen, Deputy City Clerk, in which he recommends certain language changes to the 1977 Health Services Agreement, specifically paragraphs 8 and 9, page 3. I agree with Mr. Thomas that the word "policy" appearing in paragraph 4 is a typographical error and should read "police."

The language proposed by Mr. Thomas as an alternative to existing paragraphs 8 and 9 appears to involve some misunderstanding with regard to the purpose of the two indemnification clauses appearing in the Department's contract. Our paragraph 8 is designed to provide that the municipality will defend and hold harmless the Department from claims arising from the provision of services and enforcement of appropriate statutes, ordinances, rules and regulations so long as the Department is acting within its authority as provided by law. Paragraph 8 does not require the municipality to protect the Department from the Department's misfeasance, malfeasance or negligence as asserted in Mr. Thomas's letter. Any willful or negligent act or omission of the Department will result in the Department's holding the municipality harmless pursuant to the provisions of paragraph 9 of our contract.

Existing paragraph 8 operates primarily where the issue raised is the validity of the appropriate statute, ordinance, rule or regulation and only to the extent that the Department is acting within its legal authority and is not acting negligently.

Mr. Thomas's proposed paragraph 9 completely reverses this relationship and obligates the department to defend challenges to state or local enactments, rules and regulations, rather than the municipality.

It is the Department's policy and interpretation of state law that primary responsibility for the provision of health services rests with the municipality. If the municipality chooses to fulfill its obligation by contracting with the Seattle/King County Health Department to provide health

DISTRICT HEALTH CENTERS:

Table with 5 columns: CENTRAL, NORTH, EAST, SOUTHEAST, SOUTHWEST. Each column lists an address and phone number.

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Mr. Robert Neir
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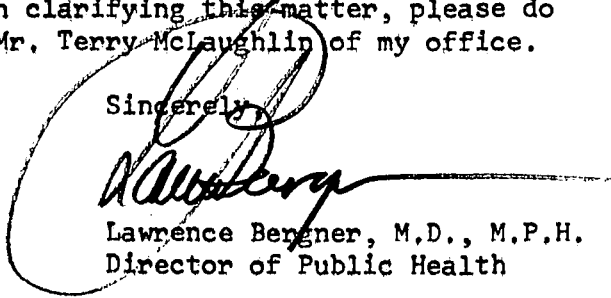
services, the Department assumes all liability for the proper delivery of health services in accordance with the established laws, rules and regulations. However, challenges to such laws, rules and regulations remain the responsibility of the municipality.

I hope this clarifies the language of the agreement and the Department's position. The contract has been approved by the City of Seattle, King County and the State Board of Health. We have received signed contracts from almost all the suburban cities and expect to receive the remaining few contracts shortly. This issue has not been raised by any other jurisdiction.

We are anxious to reach formal agreement with the City of Kirkland as soon as possible since we have been providing service in accordance with the proposed contract since January 1, 1977.

If I can be of further assistance in clarifying this matter, please do not hesitate to call me or contact Mr. Terry McLaughlin of my office.

Sincerely,



Lawrence Bergner, M.D., M.P.H.
Director of Public Health

LB;JTM:ee

cc: John Lynch