CONTRACT FOR HEALTH SERVICES

THIS AGREEMENT, made this first day of January, 1984, between King County (the "County") on behalf of the Seattle-King County Department of Public Health (the "Department") and the City of Des Moines, (the "Municipality").

W I T N E S S E T H :

WHEREAS, the parties to this contract recognize the responsibility of all cities and towns in Washington state to provide "basic public health services" to their residents or to purchase services under contract pursuant to Chapter 70.05 RCW, Chapter 70.08 RCW and Chapter 70.46 RCW; and

WHEREAS, WAC 248-90-990 defines the "basic public health services" to be provided to Washington state residents as well as "optional public health services" which may be provided; and

WHEREAS, the Municipality desires to contract with the Department for public health services and agrees to reimburse the Department for the Municipality's share of the cost of providing basic public health services, in order to assure an adequate standard for basic public health services throughout the County; and

WHEREAS, the Department agrees to provide additional optional public health services throughout the County in order to preserve, promote and improve the public health of all residents of King County and the municipalities therein; and

WHEREAS, this Agreement is authorized and provided for under the terms of Chapter 70.05 RCW, Chapter 70.08 RCW, and Chapter 70.46 RCW;

NOW Therefore, in accordance with the statutes above designated and any amendments thereto, and in consideration of payments, covenants and agreements hereinafter mentioned, to be made and performed by the parties hereto, the County and the Municipality covenant and agree as follows:

I. Definitions.

(1) "Basic public health services" shall mean those public health services identified as basic public health services by the Washington State Board of Health as adopted on September 14, 1983 under W.A.C., 248-990-990, the support for which should be furnished by all cities and towns. The programs currently provided by the Department which the parties agree qualify

as basic public health services are set forth in Attachment 1 and are incorporated herein by reference.

(2) "Optional public health services" shall mean those additional services, not designated as "basic public health services," but which may be provided by the Department to promote and protect the public health. The programs currently provided by the Department, which qualify as optional public health services are set forth in Attachment 2 and incorporated herein by reference.

(3) "Net actual cost" shall mean the cost of providing the units of basic public health services (personal and environmental) actually used by, provided to or provided in behalf of the Municipality's residents during a given year, reduced by any fee or grant revenue attributable to such units of service. Net actual cost shall be determined by the Department in its Governmental, Unit-Cost Report prepared annually.

II. Optional Public Health Services

During the term of this Agreement, the Department will make available to the residents of the Municipality such optional public health services as are being provided by the Department and the County will cover the cost of any units of optional public health services actually used by, provided to or provided in behalf of the Municipality's residents. The County retains full and sole discretion to determine the service and funding levels, as well as the specific optional public health services the Department will provide.

III. Basic Public Health Services Agreement.

A. Services/Compensation: During the term of this Agreement, the Department will make available to the residents of the Municipality basic public health services, which are being provided by the Department. For calendar year 1984, the Municipality will pay the County an amount which is ten and four one-hundredths percent (10.04%) greater than the amount charged to the Municipality in 1983, which amount will be stated as a percentage of the net actual cost of the Municipality's basic public health services. For calendar year 1985 and in each subsequent calendar year this Agreement is in effect, the Municipality will pay the County an amount stated as a percentage

of the net actual cost of the Municipality's basic public health services pursuant to the following schedule:

Calendar Year	Municipality Obligation
1984	The Municipality's obligation will be 29.67% of the net actual cost of the Municipality's basic public health services during 1982, or $ 6,905.00
1985	The Municipality's obligation will be one-third (1/3) of the net actual cost of the Municipality's basic public health services during the most recent 12-month period for which the Department has data.
1986	The Municipality's obligation will be two-thirds (2/3) of the net actual cost of the Municipality's basic public health services during the most recent 12-month period for which the Department has data.
1987 (and subsequent years)	The Municipality's obligation will be one hundred percent (100%) of the net actual cost of the Municipality's basic public health services during the most recent 12-month period for which the Department has data.

B. Billing: The County will invoice the Municipality quarterly. The Municipality will pay the invoiced amount within thirty (30) days from receipt.

By September 1 of each year this Agreement is in effect, the Department will notify the Municipality of the dollar amount of the Municipality's assessment for the following calendar year. This notification will include supporting data from the appropriate governmental, unit-cost report summary. A copy of the notification will be attached to this Agreement as an addendum and unless terminated by either party as set forth below in Section IV, shall constitute a modification to this agreement as to the amounts due hereunder for the appropriate calendar year.

C. Advisory Committee: There shall be established by March 31, 1984 a Suburban Cities Public Health Services Advisory Committee, to be composed of five members representing contracting municipalities. The contracting municipalities shall appoint the members by whatever means they deem appropriate, and shall thereafter advise the County Executive as to the appointments.

The Committee shall appoint a chairman and shall stand prepared

to advise the director of the department from time to time on positions or concerns of the contracting cities respecting policies, service levels and funding levels for basic public health services provided by the County to the contracting cities; as well as assessing the needs, appropriateness, effectiveness and legal requirements of such services as they affect the contracting municipalities.

The Committee shall also stand prepared, at the call of the director of the department, to advise and confer with him and such other officers and staff of the County as it shall please the County Executive to appoint for such purpose.

When the Committee meets with the director of the department and his staff, the director shall preside. The department shall provide such staff assistance as is necessary under the circumstances.

IV. Contract Conditions.

A. Term: This contract shall take effect on January 1, 1984 and shall supersede and terminate any other health services contract existing between the Municipality and the County. This contract shall extend through December 31, 1984, and shall automatically renew from year to year unless otherwise modified or terminated as provided hereinafter. The contract may be modified in writing, by mutual agreement, so long as notice of the proposed modification is provided at least ninety (90) days prior to the date on which such modification is to become effective.

B. Termination: This contract may be terminated by either party upon one (1) year written notice from the party seeking termination. In the event that the Municipality notifies the County that it intends to terminate this contract, said notification shall include the specific manner in which the City will provide mandated basic public health services to its residents directly or through a contract with other public health service providers. Said notification and plan shall also be provided to the Washington State Board of Health, and their receipt of such notification and plan must be transmitted to the County as an additional condition precedent to the termination of this contract.

C. Disputes: In addition to the advisory committee referenced

above in Section III-B, the parties shall designate representatives for the purpose of administering this contract and resolving disputes arising therefrom, including disputes involving the municipality's financial obligation hereunder. Each party shall notify the other in writing of its designated representative. Each party may change its designated representative upon notice to the other party. Any dispute which cannot be resolved by negotiation between the parties' designated representatives shall be referred to the advisory committee described above in Section III-B. If the dispute cannot be resolved following consultation with the advisory committee, it shall be referred to the chief executive officer of the Municipality and the County executive for mediation and/or settlement.

V. Indemnification.

A. The municipality shall defend, indemnify and hold the county, its officers, employees and agents harmless from all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the municipality, its officers, agents or employees.

B. The county shall defend, indemnify and hold the municipality, its officers, employees and agents, harmless from all costs, claims, judgments or awards of damages arising out of or in any way resulting from the negligent acts or omissions of the county, its officers, agents or employees.

C. In executing this agreement, the county does not assume liability for or in any way release the municipality from any liability which derives in whole or in part from the existence or validity of municipal ordinances which differ from or are more stringent than standards adopted by the State of Washington or County. In the event that any cause, claim, suit or administrative proceeding is commenced in which the validity of such ordinances, are at issue, the municipality shall have responsibility to defend the same, and if judgment is entered or damages are awarded against the municipality, the county, or both, the municipality shall satisfy the same.

VI. Ancillary Matters.

A. Nothing in this contract shall be construed as prohibiting the County from charging user fees to partially or totally cover the costs of providing health services where so authorized by law. Furthermore, nothing

herein shall be construed as prohibiting the County from establishing income eligibility requirements for health programs subject to federal, state or local legislation or regulations, such that only those persons least able to pay are provided services free of charge or at a reduced rate.

B. Nothing herein shall be construed as in any way divesting the Municipality of its policy powers within its boundaries with respect to the management and enforcement of health standards which are more stringent than those adopted by the State or the County, provided, that the Municipality shall notify and file such health standards, enforcement procedures and amendments thereto with the Department, and provided futher that any additional costs incurred by the Department with regard to such health standards and enforcement procedures shall be reimbursed by the Municipality.

C. The parties recognize that the Puget Sound Council of Governments (PSCOG) is currently conducting a study of government services and funding sources, which is expected to be completed by July 1984. The PSCOG study is intended, in part, to assess the degree of equity between the funding and benefits of selected services provided to residents of the municipalities by King County.

If the PSCOG study demonstrates that the value of revenue received by the County Current Expense Fund, from or on behalf of suburban City residents of King County (in the aggregate) significantly exceeds King County's cost of providing State and Federal mandated services to the cities (and for which the cities do not otherwise reimburse the County), then the County shall address such an inequity.

Conversely, if the PSCOG Study demonstrates that the value of such State or Federal mandated services significantly exceeds the value of such revenue, then the cities shall address such an inequity.

In any such discussions, preference will be given to proposals for addressing the inequity in a manner which will improve the overall effectiveness and equity of regional service delivery. To the extent that such proposals require state legislative action, the parties agree to pursue such legislative action aggressively during the 1985 session of the legislature. In so doing, the parties agree to coordinate their efforts with other

interested counties, municipalities and regional service providers.

VII. Entire Contract.

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. Further, any modification to this contract shall be in writing and signed by both parties. The parties recognize that time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the non-performance of any provision of this contract does not constitute a waiver of the provisions of this contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first hereinabove written.

KING COUNTY

By: _____
RANDY REVELLE MAR 6 1984
King County Executive

MUNICIPALITY

By: _____

Title: City Manager

Attest:

_____
LARRAINE D. BREKKE
Director,
Department of Executive Administration

Approved as to form:

_____
ROBERT I. STIER
Senior Deputy Prosecuting Attorney
for Norm Maleng,
King County Prosecuting Attorney

Attachment 1

BASIC PUBLIC HEALTH SERVICES

WAC 248-990-990 defines "basic" public health services by reference to certain types of service. The corresponding programs offered by the Department which qualify as basic are:

Personal Health

Maternal and Child Health (MCH)
Skin test (T.B.)
Mobile Health Medical
Maternal and Infant Care (M&I)
Screening and Immunization Services (SIS)
Children and Youth Program (C&Y)
Day Care Screening
Family Health
Family Planning
Communicable Disease
Sexually Transmitted Disease (STD)
Tuberculosis Control (T.B.)
Women, Infants, Children (W.I.C.)
Muckleshoot
Refugee Health
Crippled Children's Services
Epidemiology
Maple Valley Clinic
Vital Statistics

Environmental Health

Water Quality
Solid Waste
Sewage Disposal
Vector/Nuisance
Living Environment
Food Service Establishment
Meat Inspection
Chemical/Physical Hazards

Attachment 2

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HEALTH DEPARTMENT

OPTIONAL PUBLIC HEALTH SERVICES

WAC 248-990-990 defines "optional" public health services by reference to certain types of service. The corresponding programs currently offered by the Department which qualify as optional are:

Personal Health

Geriatrics
Northshore Clinic Services
Des Moines Clinic Services
Kent Commons Clinic Services
Renton Medical Clinic Services
Snoqualmie Clinic Services
Black Diamond Clinic Services
Mobile Health - Dental
Dental Health Promotion and Treatment
Contract Dental Services
Dental Services for Older Adults
Dental Disease Prevention