

INTERLOCAL AGREEMENT FOR HEALTH OFFICER COVERAGE
BETWEEN
WASHINGTON STATE DEPARTMENT OF HEALTH
AND SNOHOMISH HEALTH DISTRICT

Agreement made this ____ day of _____, 20__ by and between Washington State Department of Health ("Department") and Snohomish Health District ("Local Health Jurisdiction" or "District").

WHEREAS, Herbert Duber, MD, MPH, FACEP, has been appointed to the position of Washington State Department of Health (DOH) Regional Medical Officer for Northwest Washington; and

WHEREAS, James Lewis, MD, MPH, has been appointed to the position of Health Officer for the County of Snohomish in the State of Washington; and

WHEREAS, there may be periods when Dr. Lewis may be physically unavailable or absent from the area, and it is imperative that Health Officer advice and authority are available in the Local Health Jurisdiction during these periods; and,

WHEREAS, Local Health Officers have agreed to serve as Acting Health Officer for other Local Health Jurisdictions, without remuneration, during periods of Health Officer absence or unavailability.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Designation of Authority.

- a. Temporary authority for Dr. Duber to serve as Acting Health Officer to the District during the absence of the local Health Officer will be by direct notification from the District's Health Officer and/or Director, and/or County Executive. Upon such notification, he shall serve on a temporary basis for the duration of his appointment and be deemed an officer of the Snohomish Health District or Snohomish County as the case may be.
- b. Temporary authority to serve as Acting Health Officer will occur by mutual consent of the Health Officers, and Dr. Duber shall acknowledge his temporary appointment and service as an officer as the local health jurisdiction's Health Officer..
- c. Temporary authority will terminate upon the return to work by the local health jurisdiction's Health Officer, or by direct notification from the Local Health Jurisdiction's Health Officer, and/or the local health jurisdiction's Director, and/or County Executive, or upon notification by the Acting Health Officer of withdrawal of consent to serve.

2. **Indemnification / Hold Harmless.** The District shall defend, indemnify, and hold Dr. Duber while serving within the scope of his temporary service as Health Officer, the Department, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Department.

3. **Term.** The term of this Agreement shall commence on the date this agreement is executed by all parties and shall remain in effect until _____. The parties may extend the term of this Agreement by written mutual agreement.
4. **Termination.** Either Party may terminate the agreement at their sole discretion. Termination shall be effective upon receipt of written notice, or within three days of the mailing of the notice, whichever occurs first.
5. **Extent of Agreement/Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.
6. **Notices.** Notices to the District shall be sent to the following address:
- Snohomish Health District
3020 Rucker Ave. Ste 306
Everett, WA 98201

Notices to the Contractor shall be sent to the following address:

XXXXX
XXXXX
XXXXX

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

7. **Assignment.** Effective January 1, 2023, all Agreements and any and all rights, interests, or obligations incurred by the District, shall be assigned to Snohomish County. Department acknowledges and consents to the assignment. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.
8. **Authority to Bind Parties and Enter Into Agreement.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

Dated this ____ day of _____, 20__.

Snohomish Health District

Washington State Department of Health

Shawn Frederick
Administrative Officer

[INSERT NAME]
[INSERT TITLE]

Date: _____

Date: _____

Approved as to Form:

Nikki Thompson
Legal Counsel to the District

[INSERT NAME]
Legal Counsel to the Department