



# JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street ♦ Port Townsend ♦ Washington ♦ 98368  
www.jeffersoncountypublichealth.org

October 29, 2012

## Jefferson County Board of County Commissioners

### ACTION REQUEST

**TO:** Board of County Commissioners  
Philip Morley, County Administrator

**FROM:** Jean Baldwin, Director

**DATE:**

**SUBJECT:** Agenda Item – Interlocal Agreement with Clallam County Health and Human Services for Health Officer; January 1, 2012 – December 31, 2022; current base salary + benefits

#### **STATEMENT OF ISSUE:**

Jefferson County Public Health requests Board approval of the Interlocal Agreement with Clallam County Health and Human Services for Health Officer; January 1, 2012 – December 31, 2022; current base salary + benefits

#### **ANALYSIS/ STRATEGIC GOALS:**

This agreement is an Interlocal Agreement between the Clallam and Jefferson County. This agreement is a renewal for Health Officer and provides for services based on a predetermined number of hours per month at a negotiated hourly rate. The agreement provides that Thomas Locke MD, MPH is an employee of Clallam County and will continue to serve in the capacity of Health Officer for Jefferson County. Thomas Locke, MD, MPH has served as Health Officer for Jefferson County Public Health since 2001. Jefferson County will continue to contract with Clallam for that service, per Chapter 70.05. Jefferson County will compensate Clallam for services based on an average work month of four days or 32 hours. Additional hours may be worked as mutually agreed upon. The re-reimbursement rate will be negotiated every January based on changes in employee related costs.

#### **FISCAL IMPACT / COST BENEFIT ANALYSIS:**

The 2013 budget reflects \$41,400 in expenses for the Health Officer. This contract is funded by multiple funding sources, including the County General Fund.

COMMUNITY HEALTH  
DEVELOPMENTAL DISABILITIES  
MAIN: (360) 385-9400  
FAX: (360) 385-9401

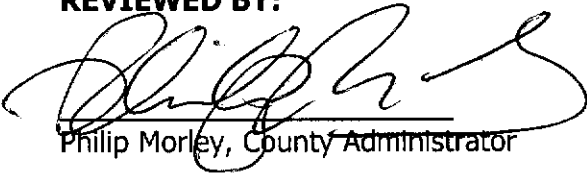
**PUBLIC HEALTH**  
ALWAYS WORKING FOR A SAFER AND  
HEALTHIER COMMUNITY

ENVIRONMENTAL HEALTH  
WATER QUALITY  
MAIN: (360) 385-9444  
FAX: (360) 379-4487

**RECOMMENDATION:**

JCPH management request approval of the Interlocal Agreement with Clallam County Health and Human Services for Health Officer; January 1, 2012 – December 31, 2022; current base salary + benefits

**REVIEWED BY:**

A handwritten signature in black ink, appearing to read "Philip Morley", written over a horizontal line.

Philip Morley, County Administrator

**INTERLOCAL AGREEMENT**

**Between**

**CLALLAM COUNTY**

**And**

**JEFFERSON COUNTY**

This INTERLOCAL Agreement is entered into between Clallam County, hereinafter referred to as "**the County**" and Jefferson County, hereinafter referred to as "**the Contractor**" in consideration of the mutual benefits, terms, and conditions hereinafter specified.

**Section 1. Purpose**

Jefferson County desires to contract for the services of Thomas Locke, MD, MPH, an "**Employee**" of Clallam County to serve in the capacity of Jefferson County Health Officer.

Jefferson County and Clallam County desire to establish and delineate the terms and conditions of services to be provided and to that end desire to enter into this agreement Pursuant to Chapter 39.34 RCS, the Interlocal Cooperation Act.

**Section 2. Term**

This agreement shall commence on January 1, 2013 and will continue through until terminated as follows:

- 1) By mutual agreement, between Jefferson and Clallam Counties
- 2) By voluntary termination of employment by the Employee
- 3) By either Jefferson or Clallam Counties, following the procedures established in RCW 70.05.050 for removal of a local health officer
- 4) December 31, 2022

**Section 3. Scope of Work**

Employee will fulfill the duties of the Health Officer as prescribed in Chapter 70.05 (Local Health Department, Boards, Officers – Regulation). The Employee agrees to abide and be governed by the Medical Code of Ethics in force now or as it may be hereafter amended.

**Section 4. Compensation**

Jefferson County will contract with Clallam County for the services of the Employee for an average base work month of four work days or 32 hours. Additional hours, as mutually agreed to by Clallam and Jefferson Counties and the Employee may be added to this monthly total. Monthly work hours for services of the Employee as Jefferson County Health Officer will be added to monthly work hours for services of the Employee as Clallam County Health Officer and submitted to Clallam County for compensation. Jefferson County will reimburse Clallam County for hourly cost of the Employee's services to Jefferson County. The hourly rate will be based on the Employee's current base salary, benefits, covered employee expenses including travel/meetings, pager. The rate will be adjusted in January of each calendar year to reflect changes in the employee related costs.

Clallam County and Jefferson County will each maintain and pay premiums for liability insurance for the Employee while acting within the scope of his official duties as County Health Officer within their County. This liability insurance will cover medical malpractice, errors and omissions, and similar liabilities for statutory and contractual duties performed by the Employee. Each County shall provide the other with an appropriate proof of the insurance, as well as to any medical provider requesting such proof of coverage.

Associated costs with each agency's indirect expenses such as building rent, computers, copiers, vehicles, telephones, office support, etc. provided to the Employee and will be the responsibility of each agency.

**Section 5. Compliance with Laws**

The Employee shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.

**Section 6. Indemnification**

Jefferson County agrees to defend indemnity and hold harmless Clallam County, and its elected and appointed officials, officers, and employees from any claim, demand, suit, action, judgment or expenses, including reasonable attorney fees, arising from the Employee's willful misconduct, negligence, or omission under this agreement and on behalf of Jefferson County. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or any other contractor or

subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this Agreement.

**Section 7. Insurance**

Clallam and Jefferson Counties shall keep in force during the terms of the Agreement, or as otherwise required:

- A. Participate in the state approved risk management pool.
- B. Participate in the Worker's Compensation and Employer's Liability Insurance Program as required by the State of Washington.
- C. Claims, lawsuits, or other actions made against either or both Counties for Employee's performance under this agreement of behalf of Jefferson County shall be considered Jefferson County matters and paid by Jefferson County using its insurance policies. Such claims, lawsuits, or other actions shall be counted against Jefferson County's experience rating modification factor, and not against Clallam County.

**Section 8. Assignments and Subcontracting**

The Employee shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County.

**Section 9. Property**

No property will be purchased under this agreement. However, if any property is purchased or acquired in furtherance of this agreement it shall remain in the possession of the purchasing party upon termination/expiration of the agreement.

**Section 10. Termination**

Either party may terminate this Agreement for convenience, including because of a change in available funding, by providing at least 30 days' advance written notice to the other party.

**Section 11. Modification**

This Agreement may be modified at any time by written agreement of all parties.

**Section 12. Integrated Agreement**

This Agreement together with Exhibits or addenda represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral, between the parties.

**Section 13. Notice**

Whenever a notice is required or permitted to be given under this Agreement, it shall be provided as follows:

If to the County:

Clallam County Department of Health and Human Services  
223 E. 4<sup>th</sup> Street; Suite 14  
Port Angeles, WA 98362  
Attention: Iva Burks, Director

If to the Contractor:

Jefferson County Public Health  
615 Sheridan St.  
Port Townsend, WA 98368  
Attention: Jean Baldwin, Director

The above contacts are considered the administrators of this agreement. Either party may change its address for notice by providing written notice to the other party.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2012

BOARD OF COUNTY COMMISSIONERS  
CLALLAM COUNTY, WASHINGTON

\_\_\_\_\_  
Howard V. Doherty, Chair

ATTEST:

\_\_\_\_\_  
Clerk of the Board- Clallam County

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2012

BOARD OF COUNTY COMMISSIONERS  
JEFFERSON COUNTY, WASHINGTON

\_\_\_\_\_  
John Austin, Chair

ATTEST:

\_\_\_\_\_  
Clerk of the Board- Jefferson County

Approved as to form only:

*David Ahney* 12/20/2012  
\_\_\_\_\_  
Jefferson Co. Prosecutor's Office