

INTERLOCAL AGREEMENT FOR ACTING HEALTH OFFICER COVERAGE BETWEEN
WASHINGTON STATE DEPARTMENT OF HEALTH
AND KITSAP PUBLIC HEALTH DISTRICT

Agreement made by and between Washington State Department of Health (“Department”) and Kitsap Public Health District (“LHJ”) pursuant to RCW 39.34.080.

WHEREAS, there may be periods when the position of Local Health Officer (“LHO”) for the LHJ is vacant or the incumbent LHO may be absent or incapacitated and unable to fulfill the responsibilities of the LHO, and it is imperative that the responsibilities of the LHO that require timely public health action be fulfilled for the LHJ during these periods; and

WHEREAS, in its sole discretion and per its guidelines and process, the Department may agree to the appointment of a Department Regional Medical Officer (“RMO”) or other qualified Department employee (referred to collectively as “Designee”) to serve as acting health officer for the LHJ to fulfill the responsibilities of the LHO during a vacancy or period of absence or incapacity.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Designation of Authority.

- a. Pursuant to RCW 70.05.080, Dr. Herbie Duber, Washington State Department of Health Regional Medical Officer for Northwest Washington, will serve as acting health officer for the LHJ as requested by an authorized official for the LHJ, provided that:
 - i. This Agreement has been fully executed by the Department and the LHJ and is in full force and effect;
 - ii. The local board of health or official responsible for appointing the LHO has appointed the Designee to serve as acting health officer for the LHJ;
 - iii. The LHJ has complied with the Department’s guidelines and process for requesting LHO coverage;
 - iv. The Department has approved the request for LHO coverage in writing; and
 - v. The Designee has consented to serving as acting health officer as requested.
- b. This Agreement covers any and all LHJ requests for acting health officer coverage during the term of this Agreement. For acting health officer coverage to be effective, the Department must separately approve each request in writing, including the duration of coverage, and the Designee must separately consent to each request. The local board of health or official responsible for appointing the LHO must ensure that an appointment of the Designee to serve as acting health officer is in effect with respect to each request for coverage. One appointment may apply to multiple requests.
- c. The Department retains full authority and discretion to approve or deny any request for acting health officer coverage.
- d. The Designee shall have the same duties, powers, and authority as a regularly appointed LHO while serving as acting health officer and will exercise such duties, powers, and authority in accordance with applicable law and under the direction of the local board of health or, if any, the LHJ’s administrative officer.
- e. Notwithstanding anything to the contrary herein, the Designee shall have the discretion to decline to take any action that the Designee is requested or directed to take, including, but not limited to, actions that, in the Designee’s judgment, can be delayed

until the appointment of a permanent LHO in the case of a vacancy or return of the incumbent LHO without jeopardizing the public health or do not protect or promote the public health.

- f. The Designee's authority to serve as acting health officer will terminate when this Agreement expires or is terminated, the Designee's appointment by the local board of health or official responsible for appointing the LHO expires or is terminated, a permanent LHO is appointed in the case of a vacancy, the incumbent LHO is no longer absent or incapacitated and is able to fulfill their responsibilities, when the Designee revokes their consent, the Department rescinds its approval, or when the Department's specified duration of coverage expires.
2. **Indemnification/Hold Harmless/Insurance.** The LHJ shall defend, indemnify, and hold harmless the Designee and the Department and its officers, officials, employees, and volunteers 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 willful and wanton negligence of the Designee or the Department or its officers, officials, employees, or volunteers. The LHJ must provide liability insurance coverage for the Designee that is equivalent to the coverage provided for the LHO.
3. **Term.** The term of this Agreement shall commence on the date this agreement is executed by all parties and shall remain in effect for one calendar year, unless terminated earlier per the terms of this Agreement. 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 as provided in written notice provided by the terminating Party, though no earlier than upon receipt of written notice by mail or email, or within three days of the mailing of the notice, whichever occurs first.
5. **Extent of Agreement/Modification.** This Agreement, together with any 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 LHJ shall be sent to:

The following mailing address:
Yolanda Fong, Administrator
345 6th Street, Suite 300
Bremerton, WA 98337

Or the following email address: KPHD.Administrator@kitsappublichealth.org

KPHD 2377

Notices to the Department shall be sent to:

The following mailing address:

Washington State Department of Health
1610 NE 150th St
Shoreline, WA 98155

Or the following email address:

Receipt of any notice shall be deemed effective upon actual receipt or three (3) days after deposit of written notice in the U.S. mail with proper postage and address, whichever occurs first.

- 7. **Property and Equipment.** Upon termination or non-renewal of this agreement, all property purchased by the LHJ in furtherance of this agreement shall remain the property of the LHJ and all property purchased by the Department in furtherance of this agreement shall remain the property of the Department. All property shall be returned to its owner upon termination or non-renewal of this Agreement.
- 8. **Filing.** The LHJ shall be responsible for complying with the requirements of RCW 39.34.040 with respect to this agreement.
- 9. **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.

Kitsap Public Health District

Washington State Department of Health

Yolanda Fong

Scott Lindquist MD MPH

Signature

Signature

Yolanda Fong

Scott Lindquist MD MPH

Name

Name

Administrator

State Medical Epidemiologist

Title

Title

3/11/2024

3/11/2024

Date Signed

Date Signed