

**BEFORE THE BOARD OF HEALTH  
SPOKANE REGIONAL HEALTH DISTRICT**

**RESOLUTION #23-01**

**RE: AUTHORIZING THE SPOKANE REGIONAL HEALTH DISTRICT TO ENTER INTO AN AGREEMENT WITH SAM ARTZIS, MD FOR SHORT-TERM BACK-UP HEALTH OFFICER SERVICES DURING ABSENCES OF THE SPOKANE REGIONAL HEALTH DISTRICT HEALTH OFFICER**

**WHEREAS**, Spokane Regional Health District (SRHD) is a local health jurisdiction established pursuant to RCW § 70.46 *et seq.*; and

**WHEREAS**, the SRHD Board of Health has the responsibility to appoint a local Health Officer pursuant to RCW §70.05.040; and

**WHEREAS**, RCW §70.05.050 and RCW §70.05.051 mandate that the Health Officer be a medical doctor licensed to practice in the State of Washington and hold a master's degree in public health or its equivalent; and

**WHEREAS**, a mutual aid agreement for substitute Health Officer services was entered in 2017 between NE Tri County and SRHD. This agreement ended in December 2020 and SRHD has not entered into other agreements with other local health jurisdictions; and

**WHEREAS**, SRHD desires enter into an agreement with Dr. Artzis to provide substitute Health Officer services for SRHD;

**WHEREAS**, Dr. Artzis is willing to provide and SRHD desires to contract with Dr. Artzis for short-term back-up Health Officer services for SRHD for a temporary period of time. The back-up services are intended to apply whenever the current SRHD Health Officer is unavailable to perform the Health Officer services due to vacation, extended illness or other inability to perform for short-term absences. Short-term absences are generally defined as those not to exceed thirty (30) days); and

**WHEREAS**, this agreement will formalize the duties and responsibilities of the practice of providing temporary short-term back-up Health Officer coverage and services by Dr. Artzis to the SRHD when its' Health Officer is not available due to a short-term absence.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Board of Health hereby authorizes Spokane Regional Health District to enter into a mutual aid agreement with Dr. Sam Artzis for substitute Health Officer services.

Signed this 30th day of March 2023 in Spokane, Washington.

SPOKANE REGIONAL HEALTH DISTRICT  
BOARD OF HEALTH


  
MAYOR KEVIN FREEMAN, CHAIR

  
COMMISSIONER MARY KUNEY, ~~VICE CHAIR~~

  
JOSH KERNS, COMMISSIONER, *vice chair*

  
AMBER WALDREF, COMMISSIONER

**ABSENT**

  
CHARLIE DURANONA, BOARD MEMBER

  
CHRIS PATTERSON, BOARD MEMBER

  
ALYCIA POLICANI, BOARD MEMBER

**AGREEMENT FOR SHORT-TERM BACK-UP HEALTH OFFICER SERVICES BETWEEN  
THE SPOKANE REGIONAL HEALTH DISTRICT  
AND  
SAM ARTZIS MD**

This Agreement for short-term back-up Health Officer Services (Agreement) is entered into by and between Spokane Regional Health District (SRHD) and Sam Artzis MD (Dr. Artzis). The Agreement term date is set forth below.

**RECITALS**

**WHEREAS**, the SRHD is a local health jurisdiction established pursuant to RCW 70.46 et. seq.; and

**WHEREAS**, the SRHD Board of Health has the responsibility to appoint a local Health Officer pursuant to RCW 70.05.040; and

**WHEREAS**, RCW 70.05.050 and.051 mandate that the Health Officer be a medical doctor licensed to practice in the State of Washington and hold a master's degree in public health or its equivalent; and

**WHEREAS**, Dr. Artzis is willing to provide and the SRHD desires to contract with Dr. Artzis for short-term back-up Health Officer services for the SRHD for temporary periods of time. Dr. Artzis is qualified to be a Health Officer pursuant to the requirements set forth by the Washington State Department of Health. The back-up services are intended to apply whenever the current SRHD Health Officer is unavailable to perform the Health Officer services due to vacation, extended illness or other inability to perform for short-term absences. Short-term absences are generally defined as those not to exceed thirty (30) consecutive days; and

**WHEREAS**, this Agreement will formalize the duties and responsibilities of the practice of providing temporary short-term back-up health officer coverage and services by Dr. Artzis to the SRHD when its Health Officer is not available due to a short-term absence.

In consideration of the mutual promises set forth in this Agreement the following is hereby agreed between the SRHD and Dr. Artzis:

**1. SERVICES:**

Dr. Artzis will exercise the powers, assume the duties and perform the services of the local Health Officer as set forth in RCW 70.05.070. These services include, but are not limited to:

- a. Providing case consultation as needed by staff;
- b. Making policy decisions in the event of a public health emergency, if the decision cannot wait for the return of the SRHD Health Officer;
- c. Providing case consultation and implementing control measures including isolation and quarantine;
- d. Providing for the diagnosis and management of active tuberculosis cases, along with consultation on contact investigations;
- e. Issuing Health Officer orders as appropriate;
- f. Authorizing signature authority on letters for control measures as appropriate;
- g. Providing consultation for mandatory testing arising out of occupational exposure to HIV;
- h. Communicating with other medical providers and obtain medical records, as needed;

- i. Providing consultation to health care providers regarding clinical management and disease control strategies;
- j. Providing guidance as to protocols and implementation as appropriate;
- k. Be reasonably available to the media during a public health emergency or other public health related event;
- l. Act as a delegator for WIC staff (certifiers and dietitians) to perform hemoglobin assessments for WIC participants, and
- m. Allow SRHD to use Dr. Artzis' medical license and signature for (1) prescription authority, (2) standing orders for immunization clinics, HIV and STD testing, (3) SRHD volunteers, (4) memoranda of understanding and collaborative practice agreements, and (5) medical protocols.
- n. Provide such other Health Officer services as may be reasonably required.

The above listed responsibilities are the services and/or determinations which may be necessary or appropriate to carry out the Health Officer functions of the SRHD on a short-term, back-up temporary basis. Dr. Artzis and the SRHD shall seek in advance to agree to the nature and structure of providing the short-term back-up services. However, absent such other agreement, the decision of Dr. Artzis shall be final in determining the nature and structure, including the necessity for on-site services. It is contemplated that these short-term back-up services will primarily be provided via telephone or through electronic means with limited on-site services. It will be the day-to-day responsibility of Dr. Artzis to coordinate coverage with the SRHD Administrative Officer or his/her designee.

If necessary during a short-term absence, Dr. Artzis will undertake to support the billing functions of SRHD which may include, but is not limited to, the provision of Dr. Artzis' NPI number and/or submission of necessary documentation for Dr. Artzis to temporarily become a credentialed provider for the SRHD in the Council for Affordable Quality Healthcare (CAQH).

## **2. TERM:**

If short-term back-up Health Officer services are required, SRHD shall notify Dr. Artzis electronically as to the need for, expected duration and scope of such short-term back-up Health Officer services. The SRHD staff shall cooperate fully with Dr. Artzis regarding all aspects of providing the short-term back-up services, including the planning and scheduling of needed Health Officer services which may be necessary.

The overall term of this Agreement shall commence 1st day of April 2023, and shall end on the 31<sup>st</sup> day of March 2026, unless earlier terminated. The first period of providing short-term back up services shall commence on April 14, 2023 and end on April 21, 2023. Each term of service hereafter shall be identified and an Amendment to this Agreement shall be entered setting forth the dates of service.

## **3. COMPENSATION:**

The SRHD will compensate Dr. Artzis the rate of \$125.00 per hour, 7.5 hours a day for a daily rate of \$937.50 for short-term back-up Health Officer services. Dr. Artzis shall submit an invoice at least monthly setting forth the actual hours during which services were provided on behalf of SRHD. The SRHD will also reimburse Dr. Artzis for reasonable travel expenses related to the provision of the short-

term back-up Health Officer services. Such expenses shall be submitted to the SRHD Administrative Officer or his/her designee for approval prior to incurring the expense.

**4. INDEMNIFICATION:**

Both Parties expressly agree to indemnify and hold each other harmless, including Board Members, directors, agents and/or employees from and against all claims, suits or actions and the cost, judgments, expenses and attorney fees in connection therewith arising from any negligent act or omission of the other Party or agent of the other Party while performing under the terms of this Agreement. Provided that, SRHD's indemnification obligation is limited to Dr. Artzis while he is performing as the back-up Health Officer for SRHD.

**5. INSURANCE:**

The SRHD shall maintain suitable comprehensive liability (including malpractice) coverages for respective exposures during the time that Dr. Artzis is acting as the Health Officer for SRHD.

**6. PATIENT RECORDS:**

The SRHD shall have sole and exclusive right to the retention of all records pertaining to its patients and services rendered pursuant to this Agreement. Dr. Artzis shall have the right to access any SRHD records including patient records required for the performance of services to be provided pursuant to this Agreement. In receiving such access, Dr. Artzis shall comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, as amended and its rules and regulations promulgated pursuant thereto, 45 CFR Parts 160 and 164, as amended. Access shall be limited to the minimum necessary to provide the applicable services. Breach of this section shall be a material breach of this Agreement and may result in the termination of the Agreement.

**7. RELATIONSHIP OF THE PARTIES:**

The Parties intend that an independent contractor relationship will be created by this Agreement. It is expressly understood and agreed that the agents, employees and servants of either Party to this Agreement shall not be deemed to be and shall not hold themselves out as the agents, employees, or servants of the other Party. Neither Dr. Artzis nor any agent, employee, servant or otherwise of Dr. Artzis shall be deemed to be an employee, agent, servant or otherwise of SRHD for any purpose and neither Dr. Artzis nor any employees of Dr. Artzis are entitled to any of the benefits or privileges that SRHD provides for SRHD employee.

**8. NO THIRD-PARTY BENEFIT:**

The provisions of this Agreement are for the benefit of the SRHD and not for the benefit of any other person or entity.

**9. ASSIGNMENT:**

Neither Party shall assign or transfer any of its rights or interests in or to this Agreement, nor delegate any of its obligations hereunder, without the prior written consent of the other.

**10. NONDISCRIMINATION:**

Each Party expressly agrees not to discriminate against a person to be served because of race, color, religion, national origin, age, sex, sexual orientation, disability, or any other legally protected status under the Washington Law Against Discrimination, Section 504 of the Federal Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USCA § 12101 et seq.), as amended, the Civil Rights Act of 1964, as amended and regulations promulgated thereunder. Breach of this Agreement provision may be regarded as a material breach of the Agreement and may result in the termination of the Agreement.

**11. SEVERABILITY:**

It is understood and agreed between the Parties that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term, or provision of this Agreement is in conflict with any statutory provisions of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to be modified to conform to such statutory provision.

**12. AMENDMENT:**

The Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by each Party.

**13. VENUE:**

This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

**14. TERMINATION:**

This Agreement may be terminated by either Party for any reason, or for convenience, upon thirty (30) days written notice to the other Party.

**15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION :**

Dr. Artzis certifies by signing this Agreement that he is:

1. Not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Has not within a three-year period preceding this Agreement, been convicted of or had a civil judgement rendered against him for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
4. Has not within a three-year period preceding the signing of this Agreement had one or more public transactions (Federal, state, or local) terminated for cause of default.
5. Where Dr. Artzis is unable to certify to any of the statements in this Agreement, Dr. Artzis shall attach an explanation to this Agreement.

**16. ALL WRITINGS CONTAINED HEREIN:**


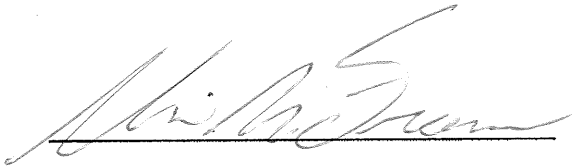
This Agreement contains all the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The SRHD has read and understands all of this Agreement and now states that no representation, promise or condition not expressed in this Agreement has been made to induce Dr. Artzis to execute the same.

The Parties warrant that the Board Member/individual executing below have been duly authorized to act for and on behalf of the Part for purposes of confirming this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth above.

Spokane Regional Health District:

Dr. Sam Artzis:



Title:

Board Chair, SRHD B&H

Date:

Date:

3/30/2023

3/24/23

**DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION CERTIFICATION FORM**

NAME <i>Samuel A. Artz, MD</i>		Doing business as (DBA)	
ADDRESS <i>1124 Olympic Way Colville, WA 99114</i>	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

**Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

**READ CAREFULLY BEFORE SIGNING THE CERTIFICATION.** Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction**

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Contractor Signature: *Samuel A. Artz, MD* Date: *3/29/23*  
 Print Name and Title: *Samuel A. Artz, MD*