



## Agreement to provide Services

This agreement is made effective as of February 14, 2013, by and between Willapa Harbor Hospital of 800 Alder Street, P. O. Box 438, South Bend, Washington 98586, and Pacific County; 1216 W. Robert Bush Drive, P. O. Box 187, South Bend, Washington 98586.

In this agreement, the party contracting to provide services shall be referred to as "WHH" and the party receiving services referred to as "County".

WHH in support of community health care services has the equipment, experience and capacity to provide sterilization of various equipment and supplies. The County wishes to contract with WHH to sterilize various medical equipment as needed.

**Therefore**, WHH agrees to provide sterilization services to the County on an "as needed" basis and County agrees to contract with WHH to sterilize various medical equipment as needed.

**Indemnification:** Each of the parties agrees to indemnify and hold the other harmless from and against any and all loss and damage, and any and all claims, demands, suits, liabilities, and payments, including cost of defense arising in whole or in part of, out of the negligent act or omission of an indemnitor, its officers, employees, agents or subcontractors, or the negligent act or omission of any person for which an indemnitor or subcontractor is held liable.

However, if any losses, damages, claims, demands, suits, liabilities, and payments, including cost of defense, arise out of or result from the concurrent negligence of (a) the COUNTY, its officers, employees, agents, or subcontractors, or any other person for which the COUNTY is held liable, and (b) the RECIPIENT, its offices, employees, agents, subcontractors or any other person for which the RECIPIENT is held liable, this indemnity provision shall be valid and enforceable only to the extent of the negligence of any indemnitor's officers, employees, agents, subcontractors, or any other person for which an indemnitor is held liable

**Reimbursement:** For said services Pacific County Public Health and Human Services agrees to pay an annual fee of \$50 payable each year by December 1<sup>st</sup> to WHH on behalf of the County.

Willapa Harbor Hospital

By Carole Halsan, CEO

Print: CAROLE HALSAN

Date: February 14, 2013

Board of County Commissioners  
Pacific County, Washington

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Lisa Ayers, Chair

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Frank Wolfe, Commissioner

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Steve Rogers, Commissioner

ATTEST:

APPROVED AS TO FORM

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Clerk of the Board      Date

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David J. Burke      Date