



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19706

Proposed No. 2023-0370.1

Sponsors McDermott

1 AN ORDINANCE relating to the management and
 2 operation of Harborview Medical Center; authorizing the
 3 executive to execute an amendment to the Hospital
 4 Services Agreement with the University of Washington;
 5 amending Ordinance 6818, Section 2, as amended, and
 6 K.C.C. 2.42.010, Ordinance 6818, Section 6, and K.C.C.
 7 2.42.050, and Ordinance 6818, Section 10, as amended, and
 8 K.C.C. 2.42.090 and adding a new section to K.C.C.
 9 chapter 2.42.

10 **STATEMENT OF FACTS:**

- 11 1. Harborview Medical Center ("Harborview") is a comprehensive
 12 regional health care facility owned by King County and, in accordance
 13 with the hospital services agreement between the Harborview Medical
 14 Center, the University of Washington and King County, is operated by
 15 UW Medicine and is overseen by a thirteen-member board of trustees.
- 16 2. Harborview is the only Level 1 Trauma Center for adults and children
 17 serving a four-state region that includes Alaska, Idaho, Montana, and
 18 Washington, and provides specialized care for a broad spectrum of
 19 patients. Harborview is maintained as a public hospital by King County to

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20 improve the health and well-being of the entire community and to provide
21 quality healthcare to the most vulnerable.

22 3. The current hospital services agreement for the operation and
23 maintenance of Harborview was authorized in 2016 through Ordinance
24 18232.

25 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

26 SECTION 1. Ordinance 6818, Section 2, as amended, and K.C.C. 2.42.010 are
27 each hereby amended as follows:

28 ~~((For the purposes of))~~ The definitions in this section apply throughout this
29 chapter((:)) unless the context clearly requires otherwise.

30 A. "Administrator" means the chief administrative officer of the medical center,
31 appointed under the terms of an approved management contract, who shall be responsible
32 for supervising the daily management of the medical center in accordance with approved
33 plans and policies and, for the purposes of the hospital services agreement, means the
34 Executive Director.

35 B. "Board" means the Harborview Medical Center board of trustees appointed by
36 the county for the purpose of overseeing the operation and management of the medical
37 center.

38 C. "Council" means the King County council as described in Article 2 of the
39 King County Charter.

40 D. "County governing authority" means both the county executive and county
41 council in accordance with their charter assigned responsibilities.

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42 E. "Executive" means the King County executive as described in Article 3 of the
43 King County Charter.

44 F. "Harborview agreement to occupy space" means leases, rental agreements, or
45 other agreements, including but not limited to use and licensing agreements, to occupy
46 space signed by the University of Washington, the administrator or the board that legally
47 obligates Harborview Medical Center or King County.

48 G. "Hospital services agreement" means that approved management contract
49 entitled the 2016 Hospital Services Agreement between King County by and through its
50 Executive and the Harborview Medical Center Board of Trustees and the Regents of the
51 University of Washington for the management of the medical center, the rendering of
52 clinical services to patients of the medical center, and the conducting of teaching and
53 research activities at the medical center by the university.

54 ~~((G.))~~ H. "Long-range capital improvement program plan" or "long-range CIP
55 plan" means a long-range plan that is produced as the first step in the medical center
56 capital improvement process. The long-range CIP plan identifies capital development
57 needs, establishes capital project standards and policies, identifies intended capital
58 funding sources and alternatives, and presents analysis of medical center programs and
59 the physical facilities needed to implement them. It further projects service levels,
60 presents demographics of hospital clientele, makes an inventory and analysis of the
61 effective use of physical facilities and provides specific direction in linking the capital
62 improvement program to operating program needs.

63 ~~((H.))~~ I. "Medical center" means the Harborview Medical Center to include the
64 Norm Maleng Building, the Patricia Bracelin Steel Building, the Ninth and Jefferson

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65 Building, the View Park Garage, the Boren Garage, the Engineering Building, the Walter
66 Scott Brown Building, the Child Care Center, the Firehouse Building, the Pioneer Square
67 Clinic, Hobson Place Clinic, the Prosthetics and Orthodontics Clinic located in the
68 Republican Building, and the hospital complex consisting of the Center Tower, the East
69 Hospital, the West Hospital, the East Clinic and the West Clinic, long-term care
70 pharmacies at Eastlake and Hobson Place, and any other building financed by Ordinance
71 19117, the King County 2020 Bond measure, once a building is operational. "Medical
72 center" also includes any other location covered by a Harborview agreement to occupy
73 space and that portion of space that is a University of Washington agreement to occupy
74 space.

75 ~~((J.))~~ J. "Project plan" means a plan produced for a specific capital project which
76 analyzes specific project elements, defines project scope, location, size, costs and other
77 needs. It follows master planning and precedes project budgeting and also considers
78 location, types and amounts of space, specific needs served, current and projected service
79 population staffing and operating costs impacts, and alternative proposals for the sources
80 of funding the project.

81 ~~((J.))~~ K. "Superintendent" means the chief executive officer of the medical center,
82 as described in state law, when the medical center is not operated under the terms of an
83 approved management contract.

84 ~~((K.))~~ L. "State law" means chapter 36.62 RCW, as amended, and any other
85 applicable sections of state law.

86 ~~((L.))~~ M. "University" means the University of Washington.

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87 N. "University of Washington agreement to occupy space" means leases, rental
88 agreements, or other agreements, including, but not limited to, use and licensing
89 agreements, to occupy space signed by the University of Washington that legally
90 obligates the University of Washington for space that is branded as Harborview or is
91 supported by Harborview Medical Center resources and used to provide clinical services.

92 SECTION 2. Ordinance 6818, Section 6, and K.C.C. 2.42.050 are each hereby
93 amended as follows:

94 The county governing authority, in accordance with charter assigned
95 responsibilities, and in consultation with the board and other interested groups as
96 appropriate, shall:

97 A. Set comprehensive public health policy for the county and in conjunction with
98 the board, identify those components of the plan appropriate to the medical center's
99 mission and purpose.

100 B. Review and approve the mission statement for the medical center and
101 proposed changes thereto proposed by the board.

102 C. Monitor the performance of the board with regard to the policies contained in
103 this chapter and advise the board of any apparent deficiencies.

104 D. Review and approve the medical center's long range CIP plan, the annual
105 capital improvement budget and project plans.

106 E. Review and approve the admissions policy for the medical center.

107 F. Approve the acceptance of any real property by gift, devise, bequest or
108 otherwise, for the medical center's use.

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109 G. Review and approve any property and liability insurance coverage obtained by
110 the board to protect the interests of the county with regard to medical center property and
111 facilities.

112 H. In accordance with K.C.C. 2.42.090, review and approve Harborview
113 agreements to occupy space.

114 NEW SECTION. SECTION 3. There is hereby added to K.C.C. chapter 2.42 a
115 new section to read as follows:

116 A. For those Harborview agreements to occupy space that have a term longer
117 than five years, including any automatic extensions or renewals to an initial term that
118 extends the term beyond five years, council approval, by motion, is required before the
119 Harborview agreement to occupy space may be executed. This subsection also applies to
120 any decision to extend a Harborview agreement to occupy space longer than a cumulative
121 total of five years, whether memorialized through an option, extension, amendment, or
122 new agreement, except when circumstances require an immediate extension. The
123 immediate extensions shall be limited in duration not to exceed one year and may be
124 exercised only once for each Harborview agreement to occupy space subject to this
125 subsection. As soon as reasonably possible, but not later than thirty days after an
126 immediate extension is in force, the administrator shall electronically transmit to the clerk
127 of the council a letter describing the circumstances that gave rise to the immediate
128 extension of a Harborview agreement to occupy space. The clerk shall retain an
129 electronic copy of the letter and provide an electronic copy to all councilmembers, the
130 council chief of staff, and the lead staff for the committee of the whole, or its successor.

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131 B. For those Harborview agreements to occupy space that do not meet the
132 criteria in subsection A. of this section, the administrator shall notify the board as soon as
133 practicable of an agreement to occupy space. The administrator or designee may execute
134 such an agreement prior to board notice when circumstances require execution before
135 board notification; however, in such an instance, the administrator shall notify the board
136 as soon as reasonably possible, but not later than thirty days after the administrator
137 executed the agreement and the notification shall describe the circumstances that required
138 execution before board notification.

139 SECTION 4. Ordinance 6818, Section 10, as amended, and K.C.C. 2.42.090 are
140 each hereby amended as follows:

141 A. At a minimum, the board shall provide the executive and the council with an
142 annual report including the following items:

- 143 1. A financial report and statement for the medical center's preceding fiscal
144 year;
- 145 2. A summary of the proceedings of the board including the attendance record
146 of the trustees during the preceding fiscal year;
- 147 3. A summary of the medical center annual proposed operating budget including
148 anticipated plans and highlights for the coming year;
- 149 4. A report on medical center programs and services including the quality of
150 patient care;
- 151 5. A report on the extent and type of care provided to priority patients, and
152 proposed changes for improvement; ~~((and))~~

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153 6. An annual fixed assets inventory report for medical center property and
154 equipment; and

155 7. A report on all Harborview agreements to occupy space.

156 SECTION 5. The executive and the president of the Harborview Medical Center
157 board of trustees are authorized to execute an amendment to the hospital services
158 agreement substantially in the form of Attachment A to this ordinance.

Ordinance 19706 was introduced on 10/17/2023 and passed by the Metropolitan King
County Council on 11/28/2023, by the following vote:


Yes: 9 - Balducci, Dembowski, Dunn, Kohl-Welles, Perry,
McDermott, Upthegrove, von Reichbauer and Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:

E76CE01F07B14EF...
Dave Upthegrove, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...
Melani Hay, Clerk of the Council

APPROVED this ____ day of 12/6/2023, _____.

DocuSigned by:

4FBCAB8196AE4C6...
Dow Constantine, County Executive

Attachments: A. First Amendment to the Hospital Services Agreement

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**First Amendment to the Hospital Services Agreement
By and Between King County by and through its Executive and its Board of Trustees for
Harborview Medical Center
and
The Regents of the University of Washington**

Pursuant to Section 14.2 of the Hospital Services Agreement by and between King County and the University of Washington, effective February 25, 2016 (hereinafter referred to as "HSA"), the Parties agree to amend the HSA as follows:

DELETE Exhibit 1 titled "Medical Center Facilities" found at page 53 of the HSA and REPLACE with Exhibit 1 also titled "Medical Center Facilities" with a "building use date" as of 2023 and attached to this First Amendment as Exhibit A.

This First Amendment shall be effective on the date it is fully executed by the Parties.

All other terms of the HSA remain the same.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed in duplicate in their names and on their behalf by their duly authorized officers.

KING COUNTY WASHINGTON

By: _____

Dated: _____

Name: Dow Constantine

Title: County Executive

Approved as to Form:

Deputy Prosecuting Attorney

**BOARD OF TRUSTEES,
HARBORVIEW MEDICAL CENTER**

By: _____

Dated: _____

Name: _____

Title: President, Board of Trustees

**THE REGENTS OF THE UNIVERSITY
OF WASHINGTON**

By: _____

Dated: _____

Name: _____

Title: _____

Approved as to Form:

Assistant Attorney General

EXHIBIT A to the First Amendment to the Hospital Services Agreement

Exhibit 1 Medical Center Facilities

Building Use as of 2023

****** The Research and Training Building and Harborview Hall are part of the Medical Center Campus, but not included in the term "Medical Center" as used in this Agreement. The Parties' respective rights, interests and obligations as to the Research and Training Building are governed by the 1994 Use Agreement between the University and the County. Effective as of the execution date of this Agreement, Harborview Hall is vacant and the County is responsible for the insurance, maintenance and security of that building.

******* The University and the King County Executive may amend this exhibit without County Council approval to add buildings constructed with King County 2020 bond proceeds to the list below once such buildings are operational; provided the terms of this Agreement shall apply to buildings constructed with King County 2020 bond proceeds once such buildings are operational even if this Exhibit 1 is not amended to add the specific names of such buildings

******** The University and the King County Executive may amend this exhibit without County Council approval to add locations, covered by a Harborview agreement to occupy space or University of Washington agreement to occupy space as those terms are defined in chapter 2.42 King County Code; provided the terms of this Agreement shall apply to locations which are the subject of a Harborview agreement to occupy space or University of Washington agreement to occupy space as defined in chapter 2.42 King County Code, even if this Exhibit 1 is not amended to add the specific names of locations.

Legend / Glossary for following chart:

BGSF - Building Gross Square Feet - Total building square footage from exterior building envelope (includes penthouses, mechanical space, and space below grade)

BOMA - Building Owners and Managers Association standard methodology for measurement

DGSF - Departmental Gross Square Feet - Square footage including total room square footage and internal corridors specific to a department

GSF - Gross Square Footage

NRSF - Net Rentable Square Feet

RSF - Rentable Square Feet - Includes proportion of building and floor common areas

EXHIBIT A to the First Amendment to the Hospital Services Agreement

BUILDING	OWNER	USE	SQUARE FOOTAGE	SQUARE FOOTAGE USED BY KING COUNTY
Maleng	King County	Hospital (all floors)	261,673 BGSF	
Superblock: <i>Center Tower</i> <i>East Hospital</i> <i>West Hospital</i> <i>West Clinic</i> <i>East Clinic</i>	King County	Hospital purposes except for County and retail functions noted below: East Clinic TB Clinic Metro ADA Assessments West Clinic: KC Lab WSECU ATM	1,063,921 BGSF	TB Clinic – 4095 DGSF Metro Assessments – 2838 DGSF KC Lab 5285 DGSF CDMHP 120 DGSF
Pat Steel Building	King County	Hospital clinic functions administrative and faculty offices, except for the following retail spaces: At the Peak Café WSECU ATM	286,426 BGSF	
NJB Building	King County owns foundation NJB Properties owns the building	UW/HMC clinical, research and faculty offices, except for County and Retail functions noted below. KC Medical Examiner KC Involuntary Treatment Court/PA offices/Public Defenders KC STD WSECU ATM Stockbox Subway Diva Espresso US Bank Gym	707,175 BGSF	Medical Examiner 34,047 RSF calculated via BOMA method KC Involuntary Treatment Court/PA offices/Public Defenders 7,991 RSF calculated via BOMA method KC STD 13,282 RSF calculated via BOMA method
View Park Garage	King County	Hospital-related parking	253,968 BGSF (includes helistop)	

EXHIBIT A to the First Amendment to the Hospital Services Agreement

Boren Garage	King County	Hospital staff parking	133,683 BGSF	
Pioneer Square Building	King County	Outpatient clinic and mental health services	22,074 BGSF	
Engineering Building	King County	This is a portable building that currently houses the HMC Planning and Engineering staff	5,886 BGSF	
Walter Scott Brown Building	King County	Houses the HMC Security staff	8,093 BGSF	
Child Care Center	King County	Bright Horizons provides child care services for HMC related staff through the UW Worklife program	5,706 BGSF	
Firehouse	King County	Engineering staff	8,136 BGSF	
Republican Building	LBA RIV-Company XXII, LLC	Prosthetics and Orthotics Clinic	4,621 RSF	
Hobson Place	Downtown Emergency Services Center	Medical Care	30,607 GSF	
Buildings constructed with King County 2020 Bond Proceeds once operational	King County			
Locations covered by a Harborview agreement to occupy space or University of Washington agreement to occupy space in accordance with chapter 2.42 King County Code ****				
HMC Long-term Care Pharmacy (Hobson Place Satellite)	Downtown Emergency Services Center	Long-term Care Pharmacy Services	398 NRSF	
HMC Long-term Care Pharmacy (Eastlake)		Long-term Care Pharmacy Services	5345 RSF	

EXHIBIT A to the First Amendment to the Hospital Services Agreement

Research & Training Building**	Building owned by UW/land lease with KC	Wet lab research & conference/training rooms	181,930 BGSF	
Harborview Hall**	King County	Unoccupied	91,450 BGSF	

Certificate Of Completion

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Subject: Complete with DocuSign: Ordinance 19706.docx, Ordinance 19706 Attachment A.docx	
Source Envelope:	
Document Pages: 8	Signatures: 3
Supplemental Document Pages: 5	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Envelopeld Stamping: Enabled	401 5TH AVE
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	SEATTLE, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

Record Tracking

Status: Original	Holder: Cherie Camp	Location: DocuSign
11/30/2023 10:47:17 AM	Cherie.Camp@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
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Signer Events

Dave Upthegrove
dave.upthegrove@kingcounty.gov
Chair
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Uploaded Signature Image
Using IP Address: 67.160.80.216


Timestamp

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Signed: 11/30/2023 2:18:25 PM

Electronic Record and Signature Disclosure:

Accepted: 11/30/2023 2:18:12 PM
ID: f48d2766-73ba-4630-94c2-7d85746fabf8

Melani Hay
melani.hay@kingcounty.gov
Clerk of the Council
King County Council
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 198.49.222.20

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Signed: 11/30/2023 2:38:36 PM

Electronic Record and Signature Disclosure:

Accepted: 9/30/2022 11:27:12 AM
ID: 639a6b47-a4ff-458a-8ae8-c9251b7d1a1f

Dow Constantine
Dow.Constantine@kingcounty.gov
King County Executive
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Using IP Address: 146.129.239.72

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Signed: 12/6/2023 11:57:23 AM

Electronic Record and Signature Disclosure:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
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Kaitlyn Wiggins kwwiggins@kingcounty.gov Executive Legislative Coordinator King County Executive Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 11/30/2023 2:38:38 PM Viewed: 11/30/2023 2:49:03 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	12/6/2023 11:57:03 AM
Signing Complete	Security Checked	12/6/2023 11:57:23 AM
Completed	Security Checked	12/6/2023 11:57:23 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.