



Consent Agenda

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Apple Martine, Community Health Director
Denise Banker, Community Health Division Director

DATE: *October 7, 2024*

SUBJECT: Agenda Item – Professional Services Agreement between Jefferson County Public Health (JCPH) and the Quilcene School District (QSD) for Human Growth and Development HIV/AIDS education; September 1, 2024 – June 30, 2025; \$8,979.90

STATEMENT OF ISSUE:

JCPH is requesting Board approval of the Professional Services Agreement (PSA) with QSD to provide Human Growth and Development HIV/AIDS education to students enrolled in the district to meet state regulations. The PSA contract is for the 2024-2025 school year. This agreement commences on September 1, 2024 and continues through June 30, 2025, or until either party terminated the contract agreement; \$8,979.90

ANALYSIS/STRATEGIC GOALS/PROS and CONS:

JCPH contracts with QSD to provide Human Growth and Development HIV/AIDS education. JCPH will provide age appropriate Human Growth and Development HIV/AIDS education classes that meet the guidelines established by the Healthy Youth Act of 2007. Provisions for administration expenses are included in the contract language. The contract provides for the purchase of supplies and travel. The JCPH staff will provide ongoing review and revision of the District's Human Growth and Development HIV/AIDS education plan.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

The District is charged a total of \$8,979.90 for one public health educator services, supplies, and travel not to exceed \$8,979.89.

RECOMMENDATION:

JCPH management request approval of the PSA with Quilcene School District for Human Growth and Development HIV/AIDS education; September 1, 2024 – June 30, 2025; \$8,979.90.

REVIEWED BY:

Mark McCauley
Mark McCauley, County Administrator

9/30/24
Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Quilcene School District

Contract No: N-24-039

Contract For: Human Growth and Development

Term: Sept 1, 2024- June 30, -2025

COUNTY DEPARTMENT: Public Health Department

Contact Person: Denise Banker

Contact Phone: x 438

Contact email: dbanker@co.jefferson.wa.us

AMOUNT: \$8,979.90

Revenue: \$8,979.90

Expenditure:

Matching Funds Required:

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

PROCESS:



Exempt from Bid Process



Cooperative Purchase



Competitive Sealed Bid



Small Works Roster



Vendor List Bid



RFP or RFQ

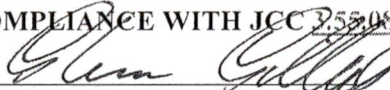


Other:

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 2.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐



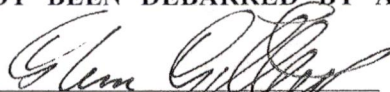
Signature

Sept. 6, 2024

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐



Signature

Sept. 6, 2024

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 9/17/2024.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 9/13/2024.

PSA language approved. Thank you for making the requested changes.

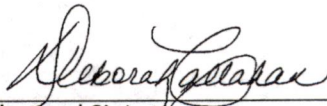
STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL



This Evidence of Coverage is issued as a matter of information only and confers no rights upon the evidence holder. This evidence does not amend, extend, or alter the coverage afforded by the coverage agreement below and is subject to all the terms, exclusions and conditions of such coverage agreement. As a statutorily authorized and self-funded public entity interlocal cooperative among school and educational service districts, there is no insurance policy involved. Because WSRMP is not an insurance company, we cannot grant "additional insured" status (WAC 200-100-02005 and 02007).
This is to certify that the coverage listed below has been issued to the named Covered Member for the period indicated.

Coverage Afforded By:	Covered Member:
Washington Schools Risk Management Pool PO Box 88700 Tukwila, WA 98138-2700	Quilcene School District 294715 Highway 101 Quilcene, Washington 98376 Member #: 16048
Coverage Agreement #:	COV 2024-2025
Coverage Period:	September 1, 2024 through August 31, 2025
Effective Date of Evidence of Coverage:	September 1, 2024
Expiration Date of Evidence of Coverage:	August 31, 2025
Limits Available General Liability Per Occurrence:	\$1,000,000
Limits Available Property:	\$1,000,000
Limits Available Auto Liability:	\$1,000,000
Description of Operations/Locations/Vehicle:	
Activities under the direct supervision of personnel as respects to the coverage period September 1, 2024 through August 31, 2025.	
Evidence of Coverage Holder:	Issue Date: September 1, 2024
To Whom It May Concern	 Authorized Signature

Cancellation: Should the above described coverage agreement be cancelled before the expiration date, WSRMP will send 30 days written notice to the evidence of coverage holder named above.

**Contract Agreement
By and Between
Quilcene School District
And
Jefferson County Public Health**

Section 1: Purpose:

THIS AGREEMENT for Professional Services is entered into between Jefferson County Public Health (JCPH), herein "County", and Quilcene School District (QSD), herein "District", for the purpose of providing services to meet state regulations.

Section 2: Terms:

THIS AGREEMENT shall commence on September 1, 2024 and continue through June 30, 2025.

Section 3: Scope of Agreement:

The County will provide Human Growth and Development for HIV/AIDS to meet state regulations regarding student health and as described in Exhibit A, attached hereto and incorporated herein.

County will provide age appropriate Human Growth and Development and HIV/AIDS education classes that meet the guidelines established by the Healthy Youth Act of 2007 and the "Guidelines for Sexual Health Information and Disease Prevention," developed by OSPI and Washington Department of Health in 2005. The schedule will be arranged between the Health Educator and the District's Building Administrator and/or other appropriate staff.

Section 4: Agreement Representatives:

The County and the District will each have agreement representatives who will have the responsibility to administer the agreement for that party. Representatives may be changed upon written notice. The parties' representatives are as follows:

COUNTY

Apple Martine, Director
Jefferson County Public Health
615 Sheridan Street
Port Townsend, WA 98368
360-385-9400

DISTRICT

Ron Moag, Superintendent
294715 US-101
P.O. Box 40
Quilcene, WA 98376
360-765-3363

Section 5: Compensation:

District will pay the County for agreed upon services not to exceed \$8,979.90 for the duration of this agreement described in Exhibit A, Scope of Work. Additional educational hours may be added at the District's cost of \$49.41 per hour, upon agreement of both parties herein.

Due to the variability of scheduling classes, County will bill monthly \$897.99.

Section 6: Indemnification:

For its comparative liability, each party agrees to indemnify, defend and hold the other party, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from and against any claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damages to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its officers, officials, employees, agents or volunteers. A party shall not be required to indemnify, defend, or hold the other party or its officers, officials, employees, agents and volunteers (and their marital communities) harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other party or its officers, officials, employees, agents or volunteers. If any concurrent act occurs or omission of the parties and their officers, officials, employees, agents and volunteers, negligent or otherwise, these indemnity provisions shall be valid and enforceable only for the comparative liability of each party and its officers, officials, employees, agents or volunteers. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration. The indemnification obligations of the parties shall not be limited by the Washington State Industrial Insurance Act, Title 51 RCW, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. Each party expressly waives any immunity afforded by such acts to the extent required by a party's obligations to indemnify, defend and hold harmless the other party, its officers, officials, employees, agents and volunteers (and their marital communities). A party's waiver of immunity does not extend to claims made by its own employees directly against that party as employer. The indemnity provisions of this section are a material inducement to enter into this Agreement and have been mutually negotiated. The section shall survive the expiration or termination of the Agreement.

Section 7: Liability Insurance:

The County has coverage under a memorandum of liability coverage with the Washington Counties Risk Pool, which provides the following coverage in at least the amounts below:

- A. Commercial Automobile Coverage for bodily injury and property damage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of \$300,000 for each occurrence.
- B. Professional Liability Insurance of \$2,000,000 per incident; \$4,000,000 aggregate.

The County shall keep its coverage with the Washington Counties Risk Pool during the term of this Agreement.

- C. The County participates in the Worker's Compensation Program required by the State of Washington.

Section 8: Confidentiality:

All parties to this Agreement and their employees or representatives and their subcontractors and their employees will maintain the confidentiality of all information provided by the District and the County or acquired in performance of this Agreement as required by HIPPA and other privacy laws. This Agreement, once executed by the parties, is and remains a Public Record and is therefore subject to the provision of Ch. 42.56 RCW, the Public Records Act.

Section 9: Ownership and Use of Documents:

The parties herein agree they share no joint acquisition of property, and agree any and all documents, drawings, reports, and the like resultant from services rendered hereunder are the sole property of each party. Each party, with no further permission required from the other party, may publish, disclose, distribute, reproduce, or otherwise copy or use, in whole or in part, such items produced during the course of the Agreement to the extent disclosure is allowed by HIPPA and Section 8 of this Agreement.

Section 10: Independence:

Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The County shall not be entitled to any benefits accorded the District employees by virtue of the services provided under this Agreement. The District shall not be responsible for withholding or otherwise deducting federal income tax, FICA or Medicare tax, or for contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to its employee. Furthermore, nothing herein shall create or be deemed to create any relationship of agency, joint venture, or partnership between either

party to this Agreement. Neither shall either party have the power to bind or obligate the other in any manner except as expressly articulated in this Agreement.

Section 11: The County will assure the professional preparation and training; will provide supervision of its professional staff; will complete background checks; will assure licensure; and will maintain proper liability insurance coverage on all its personnel performing duties.

Section 12: Termination:

Either party may terminate this Agreement for any reason upon at least sixty (60) days written notice; such notice shall not be effective until completion of said semester in which termination notice is asserted. Either party may terminate this Agreement at any time if the other party/parties default in any of its material obligations hereunder, but only if such defaults shall have continued for a period of ten (10) days after the receipt of written notice thereof from the other party/parties.

Section 13: Discrimination:

Neither party shall discriminate or permit discrimination against any person or group of persons on the basis of race, color, creed, national origin, age, gender, sexual orientation, or material status. Both parties shall comply with the Americans with Disabilities Act and all regulations interpreting or enforcing such Act.

Section 14: Amendments:

This Agreement may be amended by mutual written consent and signature of both named agreement Representatives.

Section 15: Integrated Agreement:

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

(SIGNATURES FOLLOW ON THE NEXT PAGE)

SIGNATURE PAGE

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: _____
Kate Dean, Chair Date

By: _____
Greg Brotherton, Commissioner Date

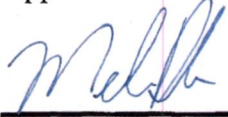
By: _____
Heidi Eisenhour, Commissioner Date

SEAL:

ATTEST:

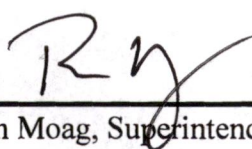
Carolyn Gallaway, Date
Clerk of the Board

Approved as to form only:

 for 09/13/2024

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

QUILCENE SCHOOL DISTRICT #48

By:  _____
Ron Moag, Superintendent

Date: 9/24/24

Exhibit A
Statement of Work set forth in this Agreement

The County agrees to provide:

Human Health and Development Classes, Health Education:

- Human Growth & Development and HIV/AIDS Education: Ongoing review and revision of the District's Human Growth and Development and HIV/AIDS Education Plan, and will participate in presentations and explanation of proposed revisions at a "Parents Night". In addition, additional Human Growth & Development and HIV/AIDS Education courses may be purchased by the District at a rate of 49.41 per hour.

Sessions:

- 5th Grade – three sessions on Human Growth and Development
- 6th Grade – one session or one block period on HIV/AIDS
- 7th Grade – one session or one block period on HIV/AIDS
- 8th Grade – three sessions on Human Growth and Development
- 9th Grade – three sessions on Human Growth and Development
- Parent presentations

Budget for this agreement:

Salary & Benefits	\$6,423.30
Supplies	150.00
Travel	334.31
Subtotal	\$6,907.61
Indirect	2,072.28
Total	\$8,979.90