



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: July 24, 2023

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, 2023 – June 30, 2024; \$6,110.30

STATEMENT OF ISSUE:

Jefferson County Public Health is requesting Board approval of the Professional Services Agreement with the Quilcene School District 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 2023-2024 school year. This agreement commences on September 1, 2023 and continues through June 30, 2024, or until either party terminates the contract agreement; September 1, 2023 – June 30, 2024; \$6,110.30

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. 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 not to exceed \$6,110.30 for one public health educator's services, supplies, and travel.

RECOMMENDATION:

JCPH management request approval of the professional services agreement with QSD for Human Growth and Development HIV/AIDS education; September 1, 2023 – June 30, 2024; \$6,110.30.

REVIEWED BY:


Mark McCauley, County Administrator

7/17/23
Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Quilcene School District

Contract No: N-23-047

Contract For: Human Growth and Development

Term: Sept 1, 2023- June 30, -2024

COUNTY DEPARTMENT: Public Health Department

Contact Person: Denise Banker

Contact Phone: x 438

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

AMOUNT: \$6,110.30

Revenue: \$6,110.30

Expenditure:

Matching Funds Required:

Sources(s) of Matching Funds

Fund # 127

Munis Org/Obj 12756220

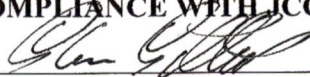
PROCESS:

- ☒ 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 ICC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐


Signature

6/22/23

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

6/22/23

Date

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

Electronically approved by Risk Management on 7/5/2023.

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

Electronically approved as to form by PAO on 7/3/2023.
Revised as requested. Thank you.

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

**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 6, 2023 and continue through June 30, 2024.

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 \$5,071.50 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 \$48.50 per hour, upon agreement of both parties herein.

Due to the variability of scheduling classes, County will bill monthly \$507.15.

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 damage 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. This section shall survive the expiration or termination of this 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 own 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 Coverage of \$2,000,000 per incident and \$4,000,000 in the 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:

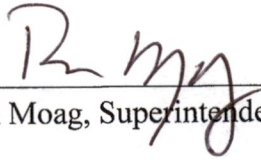
This Agreement together with attachments or addenda represents the entire and integrated agreement between the District and the County and supersedes all prior negotiations, representations, or agreements written or oral between said parties.

DATED this _____ day of _____, 20_____

(SIGNATURES FOLLOW ON THE NEXT PAGE)

SIGNATURE PAGE

QUILCENE SCHOOL DISTRICT #48
RON MOAG, SUPERINTENDENT

 7/11/23
Ron Moag, Superintendent

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

Greg Brotherton, Chair

Heidi Eisenhour, Member

Kate Dean, Member

ATTEST:

By: _____
Carolyn Gallaway, Date
Clerk of the Board

APPROVED AS TO FORM ONLY:

By:  _____ July 3, 2023
Philip Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

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 48.50 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	\$4,215.92
Supplies	150.00
Travel	334.31
Subtotal	\$4,700.23
Indirect	1,410.07
Total	\$6,110.30