



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
Mark McCauley, County Administrator

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

DATE: November 6, 2023

SUBJECT: Agenda Item –Amendment No. 5 to Interlocal Agreement with Public Hospital District No. 2 (Jefferson Healthcare); extended September 2, 2018 to August 31, 2024; an additional amount of \$2,525.00 for a total of \$73,438.00.

STATEMENT OF ISSUE:

Jefferson County Public Health requests Board approval of Amendment No. 5 to the Interlocal Agreement with Public Hospital District No. 2 (Jefferson Healthcare) to extend the period of the contract and increase funding; September 2, 2018 to August 31, 2024; an additional amount of \$2,525.00 for a total of \$73,438.00.income generating.

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

This amendment No. 5 is needed to extend the agreement expiration date from August 31, 2023 to August 31, 2024, and to increase funding by an additional amount of \$2,525.00 for a total of \$73,438.00.This agreement is to contribute financial support to the school-based health clinics at Port Townsend High School, Chimacum High School, and Quilcene High School (which will also provide services to students from Brinnon schools) that provide onsite healthcare services to adolescent residents of Jefferson County.

FISCAL IMPACT/COST BENEFIT ANALYSIS :

This Interlocal Agreement Amendment No. 5 provides for funding to support the school-based health centers for the 2023-2024 school year.

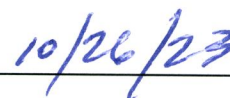
RECOMMENDATION:

JCPH recommends approval of Amendment No. 5 of the Interlocal Agreement between Jefferson Healthcare and Jefferson County; September 2, 2018 to August 31, 2024; an additional amount of \$2,525.00 for a total of \$73,438.00.

REVIEWED BY:



Mark McCauley, County Administrator



Date

**AMENDMENT NO. 5
TO THE
INTERLOCAL AGREEMENT
FOR
SCHOOL -BASED HEALTH CLINIC SERVICES**

The above-referenced Interlocal Agreement between Jefferson County Public Hospital District No.2 and Jefferson County, which commenced on September 2, 2018 and was amended on August 28, 2019, January 21, 2021, February 28, 2022, and November 29, 2022 is hereby further amended as follows:

- The Term is extended from August 31, 2023 through August 31, 2024 (the “Extended Term”).
- Section 3.a Manner of Financial Support as amended by Amendments Nos. 1, 2, 3, and 4 is further amended, in relevant part, to increase the District’s financial contribution for the Extended Term, beginning September 1, 2023 and ending August 31, 2024, by 3.56% (the CPI of U.S. City Average for all Urban Wage Earners and Clerical Workers) effective September 2023 from \$70,913 to \$73,438 for school-based health services provided to the Port Townsend School District, the Chimacum School District, and the Quilcene School District (which also provides services to students from Brinnon schools).
- All other terms and conditions of the Interlocal Agreement and Amendments Nos. 1, 2, 3, and 4 remain the same.
- Any work completed in compliance with the Interlocal Agreement and Amendments Nos. 1, 2, 3, 4, and 5 between September 1, 2023 and the time this Amendment No. 5 is fully executed is hereby ratified.

SIGNATURES FOLLOW ON THE NEXT PAGE

FOR JEFFERSON COUNTY

Greg Brotherton, Chair, Bd. Of County
Commissioners

Date

ATTEST

Carolyn Gallaway, Clerk of the Board

Date

APPROVED AS TO FORM:

 October 25, 2023

Philip C. Hunsucker, Chief Civil Deputy Prosecuting Atty

FOR THE DISTRICT

Jill Buhler Rienstra, Chair, Bd. Of Commissioners

Date

Mike Glenn, CEO

Date

APPROVED AS TO FORM:

**AMENDMENT NO. 4
TO THE
INTERLOCAL AGREEMENT
FOR
SCHOOL -BASED HEALTH CLINIC SERVICES**

The above-referenced Interlocal Agreement between Jefferson County Public Hospital District No. 2 and Jefferson County, which commenced on September 2, 2018 and was amended on August 28, 2019, January 21, 2021, and February 28, 2022 is hereby further amended as follows:

- The Term is extended from August 31, 2022 through August 31, 2023 (the "Extended Term").
- Section 3.a Manner of Financial Support as amended by Amendments Nos. 1, 2, and 3 is further amended, in relevant part, to increase the District's financial contribution for the Extended Term, beginning September 1, 2022 and ending August 31, 2023, by 5% (the CPI of U.S. City Average for all Urban Wage Earners and Clerical Workers) effective September 2022 from \$67,536 to \$70,913 for school-based health services provided to the Port Townsend School District, the Chimacum School District, and the Quilcene School District (which also provides services to students from Brinnon schools).
- All other terms and conditions of the Interlocal Agreement and Amendments Nos. 1, 2, and 3 remain the same.
- Any work completed in compliance with the Interlocal Agreement and Amendments Nos. 1, 2, 3, and 4 between September 1, 2022 and the time this Amendment number 4 is fully executed is hereby ratified.

SIGNATURES FOLLOW ON THE NEXT PAGE

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11/7/22

Carolyn Gallanar

11/7/22

O. C. Hunter

Jill Bush Rie

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11/29/22

Jonathan L. French, Chief Legal Officer

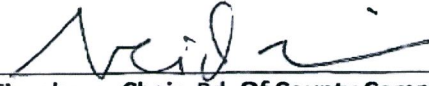
**AMENDMENT NO. 3
TO THE
INTERLOCAL AGREEMENT
FOR
SCHOOL -BASED HEALTH CLINIC SERVICES**

The above-referenced Interlocal Agreement between Jefferson County Public Hospital District No.2 and Jefferson County, which commenced on September 2, 2018 and was amended on August 28, 2019 and January 21, 2021, is hereby further amended as follows:

- The Term is extended from August 31, 2021 through August 31, 2022 (the "Extended Term").
- Section 3.a Manner of Financial Support as amended by Amendments Nos. 1 and 2 is further amended, in relevant part, to increase the District's financial contribution for the Extended Term, beginning September 1, 2021 and ending August 31, 2022, by 5% (the CPI of U.S. City Average for all Urban Wage Earners and Clerical Workers) effective September 2021 from \$64,320 to \$67,536 for school-based health services provided to the Port Townsend School District, the Chimacum School District, and the Quilcene School District (which also provides services to students from Brinnon schools).
- All other terms and conditions of the Interlocal Agreement and Amendments Nos. 1 and No. 2 remain the same.
- Any work completed in compliance with the Interlocal Agreement and Amendments Nos. 1, 2 and 3 between September 1, 2021 and the time this Amendment is fully executed is hereby ratified.

SIGNATURES FOLLOW ON THE NEXT PAGE

FOR JEFFERSON COUNTY


Heidi Eisenhour, Chair, Bd. Of County Commissioners

2/28/22
Date

ATTEST


Carolyn Gallaway, Clerk of the Board

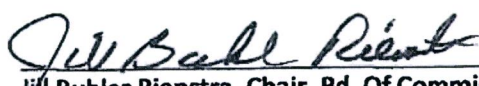
2/28/22
Date

APPROVED AS TO FORM:

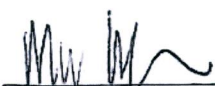

Philip C. Hunsucker, Chief Civil Deputy Prosecuting Atty

January 14, 2022
Date

FOR THE DISTRICT

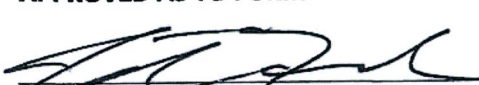

Jill Buhler Rienstra, Chair, Bd. Of Commissioners

2.7.22
Date


Mike Glenn, CEO

1/31/22
Date

APPROVED AS TO FORM:


Jonathan L. French, Chief Legal Officer

1/25/22
Date

**AMENDMENT NO. 2
TO THE
INTERLOCAL AGREEMENT
FOR
SCHOOL -BASED HEALTH CLINIC SERVICES**

The above-referenced Interlocal Agreement between Jefferson County Public Hospital District No.2 and Jefferson County, which commenced on September 2, 2018 and was amended on August 28, 2019, is hereby further amended as follows:

- The Term is extended from August 31, 2020 through August 31, 2021 (the "Extended Term").
- Section 3.a Manner of Financial Support as amended by Amendment #1 is further amended, in relevant part, to increase the District's financial contribution for the Extended Term, beginning September 1, 2020 and ending August 31, 2021, by 1.5% (the CPI of U.S. City Average for all Urban Wage Earners and Clerical Workers) effective September 2020 from \$63,369 to \$64,320 for school-based health services provided to the Port Townsend School District, the Chimacum School District, and the Quilcene School District (which also provides services to students from Brinnon schools).
- All other terms and conditions of the Interlocal Agreement and Amendment No. 1 remain the same.
- Any work completed in compliance with the Interlocal Agreement and Amendments No.1 & 2 between September 1, 2020 and the time this Amendment is fully executed is hereby ratified.

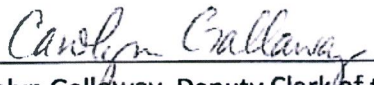
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FOR JEFFERSON COUNTY


Greg Brotherton, Chair, Bd. Of County Commissioners

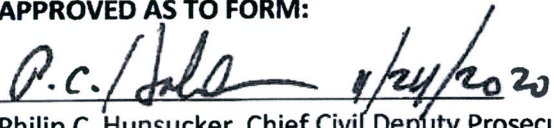
12/21/2020
Date

ATTEST


Carolyn Galloway, Deputy Clerk of the Board

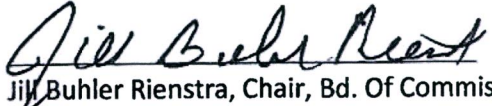
12/21/2020
Date

APPROVED AS TO FORM:

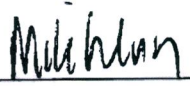
 1/24/2020
Philip C. Hunsucker, Chief Civil Deputy Prosecuting Atty.

11/24/2020
Date

FOR THE DISTRICT

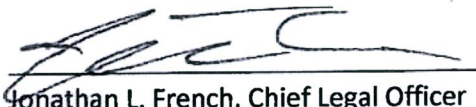

Jill Buhler Rienstra, Chair, Bd. Of Commissioners

1.21.21
Date


Mike Glenn, CEO

1/14/21
Date

APPROVED AS TO FORM:


Jonathan L. French, Chief Legal Officer

1/7/21
Date

**AMENDMENT #1
TO THE
INTERLOCAL AGREEMENT
FOR SCHOOL-BASED HEALTH CLINIC SERVICES**

The above-referenced Interlocal Agreement between Jefferson County Public Hospital District No. 2 and Jefferson County, which commenced on September 1, 2018, is hereby amended as follows:

- The Term is extended from September 1, 2019 through August 31, 2020 (the "Extended Term").
- The recitals are amended, in relevant part, as follows:

"WHEREAS, the County ... maintains and operates school-based health clinics at Port Townsend High School, Chimacum High School and Quilcene High School (which will also provides services to students from Brinnon schools) ..."

- Section 3.a. Manner of Financial Support is amended, in relevant part, to increase the District's financial contribution for the Extended Term, beginning September 1, 2019 and ending August 31, 2020, by \$20,000 (to support the addition of Quilcene school-based health clinic services) plus a 3% increase from the original \$42,106 contribution in 2018-2019 to \$43,369 (to support a 5% wage increase for SBHC staff), for total financial support of \$63,369 for the Extended Term.
- Section 3.d. is amended to correct and replace "Paragraph 2.a." with "Paragraph 3.a."
- All other terms and conditions of the Interlocal Agreement remain the same.
- In the event that the Quilcene School Board does NOT approve the school based health center for their school District for the 2019-2020 school year, the total contribution from Public Hospital District #2 will be reduced by \$20,000 to a total of \$43,369 for the 2019-2020 school year for the continuation of the Port Townsend School District and the Chimacum School District. All other terms and conditions of the amendment remain the same.

SIGNATURES FOLLOW ON THE NEXT PAGE

FOR JEFFERSON COUNTY

[Signature] 08/19/19
Bd. Of County Commissioners
[Signature] 08/19/19
Greg Brinkman, Commissioner

ATTEST

Erin Lindgren
Erin Lindgren Clerk of the Board
08/19/19
Date

APPROVED AS TO FORM:


Philip C. Hunsucker, Chief Civil Deputy Prosecuting Atty.

8/14/19
Date

FOR THE DISTRICT

Jill Buhler Rienstra
Jill Buhler Rienstra, Chair, Bd. Of Commissioners

8.28.19
Date

Mike Glenn
Mike Glenn, CEO
8/23/11
Date

APPROVED AS TO FORM:

Jonathan L. French, Chief Legal Officer

Date _____

**INTERLOCAL AGREEMENT
FOR SCHOOL-BASED HEALTH CLINIC SERVICES**

This Interlocal Agreement (the "Agreement") is made and entered into by and between Jefferson County Public Hospital District No. 2, a political subdivision under the laws of the State of Washington (the "District"), and Jefferson County, a political subdivision under the laws of the State of Washington ("Jefferson County"), (collectively, the "Parties").

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington ("RCW") provides for interlocal cooperation between governmental agencies; and

WHEREAS, pursuant to RCW 39.34.080, a public agency may contract with another public agency to perform any governmental service, activity, or undertaking which each public agency is authorized to perform by law, provided that the contract shall be approved by the governing body of each Party to the contract and the contract sets forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, it is in the best interest of the citizens of the Parties' respective jurisdictions that the Parties cooperate to promote lifelong wellness and increase access to high-quality, comprehensive health services and education in a safe, nurturing on-campus environment that serves the unique needs of adolescents.; and

WHEREAS, the County, by and through its Jefferson County Public Health department, maintains and operates school-based health clinics at Port Townsend High School and Chimacum High School that are delivering health services to adolescent residents of Jefferson County; and

WHEREAS, the District desires to continue contributing financial support for the limited purpose of enabling the County to operate school-based health clinics, which clinics shall be under the sole control and operation of the County;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

1. Purpose. The purpose of this Agreement is to comply with Chapter 39.34 RCW and to authorize the Parties to cooperate to support and increase school-based health clinic services in two (2) public high schools, namely Port Townsend High School and Chimacum High School, both located in Jefferson County, Washington.

2. Term. This Agreement shall commence on September 1, 2018 (the "Commencement Date") and shall remain in effect through August 31, 2019 or until terminated by either party pursuant to Paragraph 7.

Any work completed in compliance with this contract between September 1, 2018 and the time this contract is fully executed is hereby ratified.

3. Manner of Financial Support.

a. The District will provide to the County a total amount not to exceed forty-two thousand one hundred six dollars (\$42,106) per twelve-month period beginning September 1, 2018, to be paid in equal monthly installments. Such funds will be used solely to support operations of school-based clinics maintained and operated by the County.

b. The County shall submit a monthly invoice to the District requesting payment for the prior month's installment. The District shall make each payment payable to Jefferson County and shall deliver payments due no later than thirty (30) days following receipt of a timely invoice.

c. The County shall be solely and fully responsible for owning, operating, managing, hiring, staffing, insuring, setting policies and procedures for, and complying with all applicable federal, state and local laws and regulations related to, the school-based health clinics. No person utilizing the services of the school-based health clinics will be considered a patient of the District or its employees or agents. The District shall have no responsibility or authority at any time to direct or control the provision of any services by any party at the school-based health clinics.

d. Other than the financial contribution described in Paragraph 2.a., the District shall have no obligation or liability whatsoever for the school-based clinics.

4. No Separate Legal Entity or Relationship. This Agreement shall not be construed to create or authorize any separate legal entity or joint venture of any kind to conduct the undertakings in this Agreement. The Parties hereto are and shall remain independent of each other.

5. Filing with the Jefferson County Auditor. An executed copy of this Interlocal Agreement shall be filed as required by RCW 39.34.040 prior to this Agreement becoming effective.

6. Risk Allocation, Including Hold Harmless and Indemnity.

a. The County shall indemnify, defend and hold harmless the District, its commissioners, officers, agents, and employees from and against any and all claims, lawsuits, demands for money damages, losses, expenses, or liability, or any portion thereof, including attorney's fees and costs, arising out of or related to the County's performance or failure to perform its responsibilities under this Agreement, including from any injury to any person or persons (including death or injury to any person or entity or damage to property) if said injury is alleged or proven to have been caused in whole or in part by the negligent or willful acts or omissions of the County or its employees, officers, agents, representatives and/or affiliates.

b. Neither Party assumes responsibility to any other party for the consequences of any act or omission of any person or entity not a Party to this Agreement.

c. The County shall obtain and keep in force at all times during the Term of this Agreement, and as otherwise required:

- i. Commercial Automobile Liability insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the County's duties and responsibilities under

this Agreement, for a combined single limit of not less than \$300,000 each occurrence; and

- ii. Professional Liability insurance covering the school-based health clinics and applicable staff that provides not less than \$2,000,000 per incident, \$4,000,000 aggregate; and
- iii. Membership in the Washington Counties Risk Pool; and
- iv. The County shall participate in the Worker's Compensation and Employer's Liability Insurance program as may be required by the State of Washington.

d. The provisions of this Paragraph 6 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

7. Termination. This Agreement may be terminated at any time by either Party for any reason, with or without cause, upon thirty (30) days' advance notice. Notice under this paragraph must be in writing to be effective. In the event of termination under this clause, the Contractor shall be liable for only payment for services rendered prior to the effective date of termination.

8. Compliance with Laws. Each Party accepts responsibility for its own compliance with federal, state, or local laws and regulations.

9. Governing Law. This Agreement shall be governed by and construed according to the laws of the state of Washington. Venue for any dispute related to this Agreement shall be in Jefferson County, Washington.

10. Administrators. The administrators of this Agreement are:

a. County:

Director of Jefferson County Public Health
Jefferson County
615 Sheridan Street
Port Townsend, WA 98368
Phone: (360) 385-9400

b. District:

Chief Executive Officer
Jefferson Healthcare
834 Sheridan Street
Port Townsend, WA 98368
Phone: (360) 385-2200

11. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.

12. Limits of Any Waiver of Default. No consent by either Party to, or waiver of, a breach by either Party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either Party. No term or provision of this Interlocal Agreement will be considered waived by either Party, and no breach excused by either Party, unless such waiver or consent is in writing signed on behalf of the Party against whom the waiver is asserted. Failure by a Party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

13. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application of this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

14. No Assignment, Sale or Transfer. No Party may sell, transfer, or assign any rights or benefits under this Agreement without the written approval of all the Parties.

15. No Third-Party Beneficiaries. The Parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a Party.

16. Modification of Agreement. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of all the Parties.

17. Signature in Counterparts. The Parties agree that separate copies of this Agreement may be signed by each of the Parties and this Agreement shall have the same force and effect as if all the Parties had signed the original.

18. Arms-Length Negotiations. The Parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.

19. Entire Agreement. The Parties agree that:

a. This Agreement contains all the agreements of the Parties with respect to any matter covered or mentioned in this Agreement.

b. No representation or promise not expressly contained in this Agreement has been made.

c. They are not entering into this Agreement based on any inducement, promise or representation, expressed or implied, which is not expressly contained in this Agreement.

d. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.

(SIGNATURES FOLLOW ON NEXT PAGE)

FOR THE DISTRICT:


Jill Buhler, Chair, Board of Commissioners

11/28/18
Date

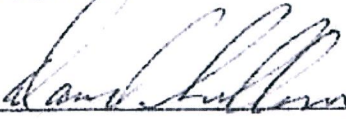
APPROVED AS TO FORM ONLY:


Jonathan L. French, Chief Legal Officer


Mike Hahn
CEO

11/10/18
Date

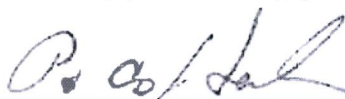
FOR THE COUNTY:


David Sullivan, Chair, Board of County Commissioners, Jefferson County

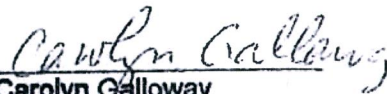
12/17/18
Date

APPROVED AS TO FORM ONLY:

ATTEST


Philip C. Hunsucker,
Chief Civil Deputy Prosecuting Attorney

12/13/18
Date


Carolyn Galloway
Deputy Clerk of the Board

12/17/18
Date