

SPECIAL EMPLOYMENT AGREEMENT
ADVANCED NURSE PRACTITIONER (ARNP)

THIS AGREEMENT made and entered into by and between the Board of Pacific County Commissioners ("BOARD") through its Director of Public Health and Human Services ("DIRECTOR") on behalf of Pacific County ("COUNTY"), a Washington political subdivision and Municipal Corporation, and Shannon Marsh ("NURSE PRACTITIONER"), [REDACTED] for the purposes and on the terms and conditions set forth below:

I. DUTIES AND RESPONSIBILITIES

The NURSE PRACTITIONER is employed to provide family planning and other public health services for the Pacific County Department of Public Health & Human Services (PCHHS) as scheduled by PCHHS. Duties include but are not limited to: providing comprehensive, culturally competent, clinical assessments; following all policies and practices established by the Washington State Department of Health and other health department programs and the COUNTY; performing women's health exams, prescribing contraception, diagnosing and treating sexually transmitted disease and making appropriate referrals for services which are not offered within scope of family planning clinic. The NURSE PRACTITIONER agrees not to bill any clients, families, or any health insurance program or carrier for services provided under this Agreement. The NURSE PRACTITIONER will be familiar with agency confidentiality policies, including procedures for keeping records, processing consent forms, limiting legal liability, and maintaining compliance with all requirements in order to carry out the duties of an Advanced Registered Nurse Practitioner. The NURSE PRACTITIONER will attend trainings and/or staff meetings as directed by the DIRECTOR.

The NURSE PRACTITIONER represents that she is a Licensed Advanced Nurse Practitioner under Washington State laws, and will maintain in good standing during the term of this AGREEMENT and any extensions. Failure to maintain such registration and license shall be cause for suspension with or without compensation, and/or immediate termination of the NURSE PRACTITIONER without provision of the notice and/or compensation specified in Article VI Term/Termination of this AGREEMENT.

The NURSE PRACTITIONER will participate in the development and revision of Pacific County Health Department goals and objectives, programs, policies, and procedures. The NURSE PRACTITIONER will maintain close working relationships with other department management and staff to promote efficient and harmonious achievement of department objectives.

The parties to this AGREEMENT understand that in all respects and at all times, the NURSE PRACTITIONER is not an independent contractor. The NURSE PRACTITIONER realizes and accepts the fact that she is responsible to, under the direction of, and serves "at the pleasure of" the DIRECTOR with her activities reviewed for adequacy of professional judgment, achievement of results consistent with objectives, and compliance with regulations and COUNTY policies.

The NURSE PRACTITIONER will operate with appreciable latitude for independent actions and decisions commensurate with demonstrated ability and recognizes that errors in judgment could result in substantial impact upon the COUNTY.

II. HOURS OF WORK

The parties to this AGREEMENT understand and agree that this position is part-time and exempt from provisions of the Federal Fair Labor Standards Act (FLSA) and from collective bargaining representation. It is further understood and agreed that the NURSE PRACTITIONER will not accrue the annual (vacation) and/or medical (sick) leaves that other COUNTY employees accrue pursuant to various labor agreements and personnel policies.

III. COMPENSATION

For the services rendered pursuant to this AGREEMENT, the COUNTY will provide the NURSE PRACTITIONER with an hourly salary of \$70 per hour for all hours worked including reimbursement for travel time at \$70 per hour and mileage at the approved federal rate between the Long Beach and South Bend offices. The NURSE PRACTITIONER will be paid at the same time, and in the same manner, in which the COUNTY's non-represented employees receive their compensation, except that in all cases payment shall be made to the NURSE PRACTITIONER via direct electronic deposit.

IV. FRINGE BENEFITS

The NURSE PRACTITIONER will be covered by and participate in social security (FICA/OASI), the Public Employees Retirement System if eligible, and the state industrial insurance/medical aid, and unemployment insurance programs. The COUNTY will contribute to these programs on behalf of the NURSE PRACTITIONER in the same manner and to the same extent as for other non-represented COUNTY employees.

V. OTHER CONDITIONS

The COUNTY will furnish the NURSE PRACTITIONER with suitable office space, necessary office supplies and equipment, company vehicle or mileage reimbursement for use of personal vehicle, support and clerical services, and access to personal computing and other data processing and records management equipment to assist him with fulfilling the duties noted herein. It is understood that COUNTY property is to remain with the COUNTY upon severance of the NURSE PRACTITIONER.

The COUNTY will reimburse the NURSE PRACTITIONER for use of her personal vehicle when used for COUNTY business in the same manner and to the same extent as the COUNTY'S other non-represented employees. The NURSE PRACTITIONER shall maintain state mandated insurance coverage on any personal vehicle used for COUNTY business during the duration of this AGREEMENT and any extension(s), and shall provide proof of such to the COUNTY upon request. Alternately, the COUNTY may elect to furnish a COUNTY vehicle to the NURSE PRACTITIONER for her use in fulfilling her duties.

The parties agree that the need exists for the NURSE PRACTITIONER to keep abreast of professional development and to maintain professional contacts, attend professional meetings, and to participate in professional organizations. In addition, the parties agree that the need exists for the NURSE PRACTITIONER to maintain pertinent state licenses and registrations, and acknowledge that maintenance of said licenses and registrations requires continuing education. Within budget limitations, the COUNTY will assist with costs related to continued professional development and improved performance and to support the costs for her to travel to and attend their meetings, conferences, and training programs.

VI. TERM/TERMINATION

This AGREEMENT shall be deemed to have become effective the 10th day of July, 2020 and will continue in full force and effect through June 30, 2023. In the event either party to this AGREEMENT desires to terminate or modify the provisions of this AGREEMENT, written notice of such intention will be personally served upon or sent by certified mail, return receipt requested, to the other party a minimum of one (1) month prior. This provision will not prevent the parties from amending this AGREEMENT by mutual written consent. This provision will not prevent, limit or otherwise interfere with the DIRECTOR's right to terminate the services of the NURSE PRACTITIONER or the NURSE PRACTITIONER's right to resign from employment with the COUNTY.

If the NURSE PRACTITIONER desires to voluntarily resign, she shall furnish written notice of at least thirty (30) days prior to the date she intends to separate from employment with the COUNTY.

The DIRECTOR and/or the BOARD may terminate this AGREEMENT at any time, with or without cause, upon at least thirty (30) days written notice, delivered by personal service or sent by certified mail, return receipt requested, before the effective termination date. This notice provision does not limit the authority of the BOARD to temporarily suspend the NURSE PRACTITIONER or to relieve her from duty in cases of misfeasance, malfeasance or nonfeasance if the action is set forth in writing, stating with specificity the basis for and the degree or nature of the actions. If the NURSE PRACTITIONER is found guilty of a crime, the BOARD may, within its discretion, terminate this AGREEMENT immediately without compensating payment to the NURSE PRACTITIONER. With the exception of termination as a result of her having been found guilty of a crime, if the BOARD notifies the NURSE PRACTITIONER of an action to terminate or suspend without compensation, the NURSE PRACTITIONER may ask for arbitration as set forth in Article XII-DISPUTES, by filing a request in writing with the BOARD within twenty (20) days of being personally served with written notice of the BOARD's action, or within twenty (20) days of the BOARD sending written notice by certified mail, return receipt requested.

VII. SAVINGS AND SEVERABILITY

If any provision, or any portion thereof, contained in this AGREEMENT is held to be unconstitutional, invalid or unenforceable, said provision(s), or portions(s) thereof, shall be deemed severable and the remainder of this AGREEMENT shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

VIII. NON-DELEGATION

The services to be furnished under the terms of this AGREEMENT shall be performed by the NURSE PRACTITIONER personally and shall not be delegated or subcontracted in whole or in part without the express consent of the COUNTY.

IX. LEGAL RELATIONS, INDEMNIFICATION AND INSURANCE

Pursuant to Chapter 4.96, RCW, the COUNTY shall be liable for damages arising out of the tortuous conduct of the NURSE PRACTITIONER while performing or in good faith purporting to perform his official duties to the same extent as if he were a private person or corporation. Whenever a claim, action or proceeding for damages is brought against the NURSE PRACTITIONER, his beneficiary or heirs arising from acts or omissions while performing or in good faith purporting to perform his official duties, he/they may request the BOARD to authorize the defense of the action or proceeding at the expense of the COUNTY. If the BOARD, or the COUNTY using the evaluation procedure established by Resolution

No. 93-128A or its replacement, finds that the acts or omissions of the NURSE PRACTITIONER were or in good faith purported to be within the scope of his official duties, the request will be granted and the necessary expenses of defending the action or proceeding shall be paid by the COUNTY. Any resulting monetary judgment or settlement, including punitive damages, against the NURSE PRACTITIONER, his beneficiary or heirs, shall be paid on approval of the BOARD or by an approval procedure created by resolution of the BOARD.

If the BOARD and the NURSE PRACTITIONER disagree as to whether the COUNTY should authorize the defense of an action or proceeding at the COUNTY's expense or whether the COUNTY should pay to settle any claim or resulting monetary judgment arising out of the tortuous conduct of the NURSE PRACTITIONER while performing or in good faith purporting to perform his official duties, the dispute shall be submitted to arbitration as set forth in Article XII – DISPUTES.

The COUNTY will maintain continuously for the term of the AGREEMENT, at its own expense, general, automobile, employment liability, and professional liability insurance, or self-insurance on an occurrence policy basis, for the services and activities provided by the NURSE PRACTITIONER. COUNTY provided automobile liability insurance coverage shall be maintained for COUNTY owned vehicles only.

X. SOLICITATION OF CONTRACT

The NURSE PRACTITIONER warrants that she has not employed or retained any company or person to solicit or secure this agreement, not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making this AGREEMENT. For breach or violation of this warranty, the COUNTY shall have the right to annul this agreement without further liability.

XI. OWNERSHIP OF DOCUMENTS

The NURSE PRACTITIONER agrees that all systems, documents, reports, and compilations of any kind or nature developed during the performance of the work undertaken pursuant to this AGREEMENT shall belong to or become the property of the COUNTY to be used and retained without payment of any fee or license of any kind whatsoever by the COUNTY.

XII. PUBLIC RECORDS ACT

This AGREEMENT and all public records associated with this AGREEMENT shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the NURSE PRACTITIONER are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the NURSE PRACTITIONER agrees to make them promptly available to the COUNTY. If the NURSE PRACTITIONER considers any portion of any record provided to the COUNTY under this AGREEMENT, whether in electronic or hard copy form, to be protected from disclosure under law, the NURSE PRACTITIONER shall clearly identify any specific information that she claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the NURSE PRACTITIONER and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the NURSE PRACTITIONER (a) of the request and (b) of the date that such information will be released to the requester unless the NURSE PRACTITIONER obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the NURSE PRACTITIONER fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The NURSE PRACTITIONER may only use privately owned communication devices (whether telephone, computer or other) for COUNTY business if the records created by that COUNTY business can be accessed by the COUNTY to fulfill public records requests.

XIII. DISPUTES

The parties agree that disputes concerning interpretation of the meaning of any of the terms of this AGREEMENT, scope of the duties to be performed under this AGREEMENT, or other question relating to the performance of the terms of this AGREEMENT shall be subject to arbitration according to the following procedures; however, the parties agree to make reasonable attempts to resolve disputes before moving forward with arbitration:

Either party may initiate arbitration. The initiating party must first provide the other written notice of such setting forth with specificity the nature of the dispute. Within fifteen (15) days of receiving a notice requesting arbitration, each party will choose a selector. The two (2) selectors chosen will, within fifteen (15) days of both being chosen, select a disinterested third person to serve as the arbitrator who is capable, willing and prepared to conduct the hearing and render the written decision within the specified time limits. If the time frames are not met, the Pacific County Superior Court Judge will select the arbitrator. A "day" will be as defined in the Superior Court Civil Rules.

The COUNTY agrees to pay for the services of an arbitrator at a rate not to exceed one hundred dollars (\$100) per hour up to a total amount which shall not exceed three thousand dollars (\$3,000). However, if an arbitration proceeding is initiated by the NURSE PRACTITIONER and the arbitrator determines that the position of the NURSE PRACTITIONER is frivolous; the NURSE PRACTITIONER shall pay for the arbitration services.

The arbitrator is empowered to determine all issues including employment duties and employment status during the pendency of the arbitration. He/She will be allowed to make temporary decisions regarding the dispute; provided, the arbitrator will conduct a formal hearing to take testimony concerning the dispute before reaching a final decision. "Rules of evidence" shall not apply, but the parties shall have the opportunity to present relevant evidence, to call witnesses, and to cross examine adverse witnesses.

Within thirty (30) days of the conclusion of the hearing, the arbitrator will decide the dispute by issuing a written decision; otherwise, either party may re-initiate the arbitration process, in which case the present arbitrator will be released from further duty without compensation. The arbitrator's decision will be final and binding upon the parties hereunder and enforceable, if necessary, in a court of law.

XIV. ATTORNEYS FEES AND COSTS

In the event either party files a lawsuit in any trial or appellate court seeking enforcement of an arbitrator's decision, the filing party, if successful, shall be entitled to costs of suit, court costs and reasonable attorney's fees.

XV. COUNTERPARTS

This Agreement may be executed in counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or other electronic means shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year so noted.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Frank Wolfe, Chair

Lisa Olsen, Commissioner

Michael Runyon, Commissioner

ATTEST

Marie Guernsey
Clerk of the Board

APPROVED AS TO FORM:

Prosecutors Office	WBA #