

SERVICE CONTRACT
FOR
SCHOOL NURSE SERVICES

THIS AGREEMENT is made by and between Pacific County Public Health and Human Services Department, a Municipal Corporation, hereinafter referred to as the "COUNTY", and South Bend School District, hereinafter referred to as the "DISTRICT".

WHEREAS, the DISTRICT desires to have certain services performed and provided by the COUNTY, as set forth hereafter, which services require specialized skills and abilities; and

WHEREAS, the COUNTY, employs qualified personnel who possess sufficient skills and abilities, including technical and professional expertise where required, to perform the services set forth hereafter in this Agreement: now therefore

IN CONSIDERATION OF the terms, conditions, covenants, and performances described herein, the parties hereto

HEREBY AGREE AS FOLLOWS:

I - SERVICES TO BE PROVIDED BY COUNTY

A. SCHOOL NURSE SERVICES:

The COUNTY shall provide nursing services, which include vision and hearing screening, immunization record review and follow up, health education, and communicable disease investigation, surveillance and control, health care planning and consultation for students with special needs along with other requirements for school nursing duties as assigned by OPSI and ESD 113. The COUNTY will also provide telephone consultation, on an as needed basis.

II - DURATION OF AGREEMENT/TERMINATION

This agreement is deemed to have commenced on the 1st day of August 2020 and shall terminate on the 30th day of June 2021.

This agreement may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this agreement.

Termination prior to the agreed termination date will require thirty (30) days written notice from either party with pro rata payment being made to the date of termination.

III - COMPENSATION AND METHOD OF PAYMENT

The DISTRICT shall compensate the COUNTY for services performed under this agreement as follows:

The DISTRICT will pay the COUNTY an hourly rate of \$50 per hour up to a maximum of 560 hours for direct nursing services at the school. The hours are based on 40 weeks of coverage, which includes nursing coverage two weeks prior to the time school begins and one week after school is completed. This

provides the nurse time to complete necessary paperwork before school begins and after school is completed. The district will receive a credit for 3 months of school nursing time for school nursing hours paid for but not used during the 2019-20 school year.

Any hours in excess of these hours will be documented and billed to the District at a rate of \$50.00 per hour.

The COUNTY agrees to pay any local, state or federal taxes applicable to compensation or income received by the COUNTY pursuant to this agreement.

The District agrees not to bill nurse hours to State Administrative match for any outreach, linkage or system development activities

IV - COMPLIANCE WITH LAWS

The COUNTY, in performance of this agreement, agrees to comply with all applicable local, state, and federal laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards or criteria as described in this agreement to assure quality of services.

The COUNTY is aware of and in compliance with the requirements of the Americans with Disabilities Act and its regulations.

V - NON DISCRIMINATION IN SERVICES

The COUNTY will not discriminate in any employment practice on the basis of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability or any other protected status under applicable law.

VI - INSURANCE

The COUNTY agrees to carry adequate liability insurance.

VII - INDEMNIFICATION/HOLD HARMLESS

Each of the parties agrees to indemnify and hold the other harmless from and against any and all loss and damage, and any and all claims, demands, suits, liabilities and payments, including cost of defense, arising in whole or in part, out of the negligent act or omission of an indemnitor, its officers, employees, agents or subcontractors, or the negligent act or omission of any person for which an indemnitor or subcontractor is held liable.

However, if any losses, damages, claims, demands, suits, liabilities and payments, including cost of defense, arise out of or result from the concurrent negligence of (a) the COUNTY, officers, employees, agents, subcontractors or any other person for which the COUNTY is held liable, and (b) the DISTRICT, its officers, employees, agents, subcontractors or any other person for which the DISTRICT is held liable, this indemnity provision shall be valid and enforceable only to the extent of the negligence of an indemnitor's officers, employees, agents, subcontractors, or any other person for which an indemnitor is held liable.

VIII - SAVINGS AND SEVERABILITY

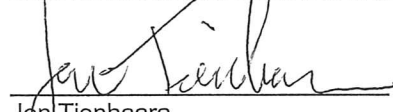
If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid or unenforceable, said provision(s), or portion(s) thereof, shall be deemed severable and the remainder of this agreement shall not be affected and shall remain in full force and effect. Furthermore,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

IX - ENTIRE AGREEMENT

The parties agree that this agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this day of 6/21, 2020.

SOUTH BEND SCHOOL DISTRICT


Jon Tienhaara,
Superintendent

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Frank Wolfe, Chairperson

Lisa Olsen, Commissioner

Mike Runyon, Commissioner

ATTEST:

Marie Guernsey,
Clerk of the Board