

SERVICE CONTRACT
FOR
SUMMER SCHOOL NURSE SERVICES

THIS AGREEMENT is made by and between Pacific County, a Municipal Corporation, hereinafter referred to as the "COUNTY", and Ocean Beach 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. SUMMER SCHOOL NURSE SERVICES:

The COUNTY shall provide summer school nursing services for Ocean Beach School District which will include: identification and assessment of students with significant health concerns attending summer school, review health plans of those students; in accordance with Washington State law and District policy provide delegation, training, supervision and program management for the administration of medication to students; and delegate to and provide training and supervision of unlicensed school staff in the provision of registered nursing tasks that can by law be delegated. The COUNTY will also provide telephone consultation.

II - DURATION OF AGREEMENT/TERMINATION

This agreement is deemed to have commenced on the 27th day of June, 2016 and shall terminate on the 5th day of August, 2016. (the summer school term for 2016)

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 fifteen (15) 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 \$1,871.1 for 39 hours of direct nursing services (6.5 hours one day a week) plus an additional 1.5 hours for training staff for a total of 40.5 hours. Any hours in excess of these hours will be documented and paid at a rate of \$ 46.20 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 shall not discriminate against any person presenting himself/herself for service because of race, religion, color, sex, age, natural origin or mental/sensory disability or other handicaps.

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 _____, 2016.

OCEAN BEACH
SCHOOL DISTRICT

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Superintendent Jenny Risner

Chairperson

Commissioner

Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board