



**Northwest Educational
Service District 189**

Together We Can

**1601 R Avenue
Anacortes, WA 98221**

Office Telephone: 360-299-4003
Office FAX: 360-299-4070

CONTRACT FOR SERVICES

This Agreement is made pursuant to RCW 39.34.080 by and between San Juan County, a political subdivision of the state of Washington, by and through its Department of Health and Community Services (hereinafter referred to as "SJCHCS"), and Northwest Educational Service District 189, a political sub-division (hereinafter referred to as "NWESD"), for registered nursing (RN) services to the San Juan Island School District and the Shaw Island School District as specified herein and as mutually deemed acceptable to SJCHCS.

NOW, THEREFORE, it is mutually agreed and understood:

I. DESCRIPTION OF SERVICES

NWESD has agreed to provide school RN services to the San Juan Island School District and Shaw Island School District; and the parties have agreed that it will be economical and efficient for the SJCHCS to provide those services to San Juan Island and Shaw Island School Districts for NWESD. Services are to be provided as specifically described in Articles III and IV of this Agreement.

II. TERM OF AGREEMENT

This Agreement will begin this 20th day of August 2013, and terminate June 30, 2014, unless mutually extended in writing by both parties. Termination is further specified in Article IX of this Agreement.

Services may commence when two copies of this Agreement are signed, returned to NWESD, and approved by the Superintendent of NWESD. The NWESD will compensate the SJCHCS a total not to exceed Fourteen thousand one hundred dollars (\$14,100), of which up to five hundred dollars (\$500) may be used for travel and the remainder will be paid at the hourly rate of \$55.00 for services provided during the school year from August 2013 through June 2014.

III. RESPONSIBILITIES OF NWESD

In accordance with this Agreement, NWESD shall provide:

- 1) administration of this Agreement by the Superintendent; and,
- 2) compensation to SJCHCS per article II of this Agreement.

IV. RESPONSIBILITIES OF SJCHCS

In accordance with this Agreement, **SJCHCS, through the provision of RN services** shall:

- 1) Develop individualized health care plans and/or emergency care plans for students with life threatening, acute, or chronic health conditions and train unlicensed staff in the care of those students as appropriate.
- 2) Assess the health of students within the scope of school nurse practice and initiate referrals for further diagnosis and treatment of identified health needs and provide follow-up.
- 3) Recommend medication policy in compliance with current law to the school district, and provide training and supervision to unlicensed school personnel for medication administration.

- 4) Delegate to unlicensed school personnel RN tasks that can by law be delegated and provide training and supervision of non-nurse school staff in providing those services.
- 5) Provide nursing consultation regarding development and/or revision of school health policies and procedures, records and forms, health room procedures, communicable disease control, and student immunization compliance.
- 6) Perform other duties as determined by the NWESD School Nurse Corps Administrator as time permits.
- 7) Attend professional development events as determined by the NWESD School Nurse Corps Administrator.
- 8) Provide any additional services as mutually agreed to by SJCHCS and the NWESD by written addendum, pursuant to Article V of this Agreement.
- 9) Submit all invoices to the NWESD fiscal department no later than thirty (30) days after the contracted end date noted in Article II.

V. WHOLE AGREEMENT/AMENDMENT

The parties agree that this Agreement, together with all appendices, if any, constitute the entire agreement between the parties and supersedes all prior or existing written or oral agreements between the parties and may not be amended other than by written addendum signed by the parties and attached to the original executed Agreements.

VI. INDEMNIFICATION

NWESD: The NWESD agrees to protect, defend, indemnify and hold SJCHCS, its officers, agents and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from the NWESD's negligent performance under this Agreement.

SJCHCS: SJCHCS agrees to protect, defend, indemnify and hold the NWESD, its officers, agents and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from SJCHCS's negligent performance under this Agreement.

VII. COMMUNICATION

Communications regarding this Agreement between the NWESD and SJCHCS shall be addressed to the respective signatory, or his/her successor, at their regular place of business. In the case of the NWESD, the communications shall be sent to:

Dr. Gerald W. Jenkins, Superintendent
Northwest Educational Service District 189
1601 R Avenue
Anacortes, WA 98221
360-299-4003

In the case of the SJCHCS, communications shall be sent to:

Director or Personal Health Services Manager
San Juan County Health & Community Services
P.O. Box 607, Friday Harbor, WA 98250
360-378-4474

VIII. GOVERNING LAW/DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the State of Washington. Disputes shall be resolved by a three-member committee. The representatives shall be selected by NWESD and SJCHCS, each selecting one representative. Thereafter, the NWESD's representative and the SJCHCS representative shall select an impartial third party who shall serve as the third member of the committee. Decisions of the committee shall be limited to the conditions established within this Agreement, final, and binding on the parties.

IX. TERMINATION

SJCHCS may terminate this Agreement for any reason providing that thirty (30) days prior, written notice of termination is provided to the NWESD pursuant to Section VII. This Agreement may be terminated by, and at the discretion of, the NWESD at any time, without reason and without liability for damages, upon provision of written notification thereof to the SJCHCS pursuant to Section VII.

This Agreement shall automatically terminate, with notice by NWESD to the SJCHCS and without liability for damages, if and when moneys anticipated by the NWESD for purposes of making payments to the SJCHCS are either not appropriated or are reduced below the anticipated level by the Washington State Legislature, Congress, state or federal agency, or any other public or private source of anticipated moneys.

In the event of termination by the NWESD, or due to lapse or reduction of funding, the SJCHCS shall be entitled to an equitable proration of the total compensation provided for herein for uncompensated services which have been performed as of the date and time of termination, and to the reimbursement of expenses incurred as of the date and time of termination and to the extent such expenses are reimbursable pursuant to the terms of this contract.

X. SUSPENSION AND DEBARMENT ASSURANCES

The parties to this Agreement certify, and each relies thereon in execution of this Agreement, that neither their entity nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. "Principals" for the purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of subsidiary, division, or business segment; and similar positions). Further, each party agrees to provide the other(s) immediate written notice if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances. Each party's certification via the execution of this Agreement is a material representation of fact upon which each party has relied in entering into this Agreement. Should either party determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, it may terminate this Agreement in accordance with the terms and conditions therein.

XI. NONDISCRIMINATION/ANTI-HARASSMENT

In the performance of this Agreement, the SJCHCS assures compliance with state, federal and NWESD guidelines and regulations regarding nondiscrimination and harassment involving any employee/student on the basis of race, color, sex, religion, ancestry, national origin, creed, marital status, age, sexual orientation, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or use of a trained dog or service animal by a person with a disability in employment, services, or any other regards.

XII. BACKGROUND CHECK

SJCHCS provides assurance by executing this Agreement with the NWESD that employees and volunteers of SJCHCS who will have regularly scheduled unsupervised access to any child or children shall have a record check through the Washington state patrol criminal identification system in compliance with RCW 43.43.830 through 43.43.834, RCW 10.97.030, and RCW 10.97.050 and through the federal bureau of investigation. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card. If the applicant has had a record check within the previous two years, SJCHCS may waive the requirement.

XIII. CRIMES AGAINST CHILDREN

SJCHCS shall prohibit any employee of SJCHCS from working at a public school who has contact with any child or children at a public school during his/her employment and who has pled guilty to or been convicted of crimes as listed in RCW 28A.400.330. Failure to comply with this section shall be grounds for immediate termination of the Agreement.

XIV. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

SJCHCS agrees that it may create, receive from or on behalf of NWESD, or have access to, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g (collectively, the "FERPA Records"). SJCHCS represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by NWESD in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which SJCHCS protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement.

XV. ASSIGNMENT/WAIVER/SEVERABILITY/HEADINGS

Rights or responsibilities required or authorized by this Agreement are not assignable by the parties.

No provision of this Agreement or right to receive reasonable performance or any act called for by its terms shall be deemed waived by breach thereof as to a particular transaction or occurrence.

If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application; to this extent, the terms and conditions of this Agreement are declared severable.

The headings of each of these sections are provided only to guide the reader and shall not be used to change the meaning of the content of any of said sections.

XVI. ADMINISTRATION

This agreement shall be administered by [the NWESD School Nurse Corps Administrator".

XVII. NO SEPARATE ENTITY; PROPERTY

No separate entity is created by this agreement. Any property acquired by SJCHCS under this agreement shall remain the sole and separate property of SJCHCS.

XIII. READ AND UNDERSTOOD/SIGNATURES

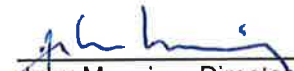
By signing this Agreement, the parties acknowledge that they have read and understood this Agreement, including any supplements or attachments thereto and do agree thereto in every particular. The parties further agree that this Agreement, together with any appendices, constitutes the entire Agreement between the parties and supersedes all communications, written or oral, theretofore related to the subject matter of this Agreement. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, executed by both parties. With the signatures below, the parties indicate they have the legal authority to obligate their respective agency to the terms and conditions contained herein.

Northwest Educational Service District 189

San Juan County Health and Community Services



Dr. Gerald W. Jenkins, Superintendent Date
Northwest Educational Service District 189



John Manning, Director Date
San Juan County Health and Community Services

NWESD Internal Review:



C. Browder


S. Cutshall
8/5/13

**APPROVED AS TO FORM ONLY
SAN JUAN COUNTY PROSECUTING ATTORNEY**

By: 

Randall K. Gaylord Date
8/5/13

FINAL APPROVAL County Manager
Michael Thomas



Date
8/8/13

PLEASE SIGN, DATE AND RETURN TWO ORIGINALS OF THIS AGREEMENT TO:

Lorali Gray, School Nurse Corps Administrator
Northwest Educational Service District 189
1601 R Avenue
Anacortes, WA 98221

A countersigned original will be returned.



Health & Community Services
San Juan County

P.O. Box 607 ♦ Friday Harbor, WA 98250
Phone: (360) 378-4474 Fax: (360) 378-7036

August 13, 2013

Dear Lorali,

I am attaching the signed contract for School Nurse Services on San Juan Island and Shaw. Somehow only one copy of the contract got signed so I am sending it to you for further signatures and then if you could send me a finalized copy of the original, we can move forward in a timely manner.

We are anxious to begin School Nurse Services as soon as possible for our school districts. I am sorry about the inconvenience.

Sincerely,

Susan

Susan Leff, RN, MSN
Personal Health Manager
San Juan County Health & Community Services
P O Box 607 145 Rhone St.
Friday Harbor, WA 98250
360-378-4474 360-370-7513 voice mail
360-378-7036 fax

susanl@sanjuanco.com