

BOH AGENDA ITEM SUMMARY

(Revised 09-16-08)

AGENDA ITEM # 1 RESOLUTION # 120919.1 BOH MEETING DATE: 12-9-19

SUGGESTED WORDING FOR AGENDA ITEM: Notice ☒ Consent ☐ Hearing ☐

Approve Contract Amendment #2 between Lewis County and Thurston County for Nurse Family Partnership (NFP) Services for 2020

BRIEF REASON FOR BOH ACTION:

Thurston County will provide NFP home visiting services to eligible residents of Lewis County in accordance with the contract Thurston County has with the NFP National Service Office.

SUBMITTED BY: JP Anderson PHONE: 2787 DATE SUBMITTED: To PAO 11/12/19

CONTACT PERSON WHO WILL ATTEND BOH MEETING: JP Anderson

TYPE OF ACTION NEEDED:

- | | |
|--|---|
| ☒ Approve Resolution | Call for Bids/Proposals |
| Approve Ordinance (traffic or other) | Bid Opening |
| Execute Contract/Agreement | Notice for Public Hearing *(see publication requirements) |
| Other (please describe): _____ | |

*PUBLICATION REQUIREMENTS:

Notice emailed to Clerk ☐ Not applicable ☐

Hearing Date: _____ (Must be at least 10 days after 1st publication date)
(2 weeks for routine budget, property disposal/ auction or vacations)
Publish Date(s): _____ (3 weeks for property lease)

Publications(s): EAST COUNTY JOURNAL CHRONICLE OTHER _____

ALL AGENDA ITEMS:

Department Director/Head: JD
Prosecuting Attorney: CRS

Accounting/Budget & Payroll Items

Budget/Fiscal Director: _____
Chief Accountant: _____

HR Policy/Personnel Items

HR Administrator: _____

Banking or Revenue Items

Treasurer: _____

Fund: 190-621-622
Department: _____
Total Amount: \$309,822.25

***APPROVALS
MUST BE
OBTAINED
BEFORE
SUBMITTING
ITEM TO BOH**

CLERK'S DISTRIBUTION OF SIGNED DOCUMENTS:

Send cover letter: Thurston County (12-9-19)

Additional Copies:

Attn: Lydia Hodgkinson

address of recipient 412 Lilly Rd. NE
Olympia, WA 98506

File originals: BOH Packet

Sandi Andrus

JP Anderson

Stacey Loflin

Suzette Smith

Tawni Shepherd

**BEFORE THE BOARD OF HEALTH
OF LEWIS COUNTY, WASHINGTON**

IN RE:

Approve Contract Amendment #2 between Lewis)
County and Thurston County for Nurse Family) **RESOLUTION No.** 120919.1
Partnership (NFP) Services for 2020)

WHEREAS, the Board of Health (BOH), Lewis County, Washington, has reviewed agreement for NFP services between Lewis County and Thurston County for the period of January 1, 2020 through December 31, 2020; AND

WHEREAS, Lewis County shall reimburse Thurston County a maximum of \$309,822.25 which includes salaries for 2.45 FTE, taxes and benefits, training fees, program equipment, and mileage; AND

WHEREAS, Thurston County will provide NFP home visitation with clients and services to Lewis County residents according to the fidelity of the program; AND

WHEREAS, it appears to be in the best public interest to authorize the execution of said contract for Lewis County;

NOW, THEREFORE BE IT RESOLVED that the contract between Lewis County and Thurston County in the amount of \$309,822.25 from January 1, 2020 through December 31, 2020 for NFP services is hereby approved and the Director of Public Health & Social Services is authorized to sign the same.

DONE IN OPEN SESSION this 9th day of December, 2019.

APPROVED AS TO FORM:

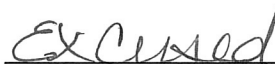
Jonathan Meyer, Prosecuting Attorney



By: Cullen Gatten
Deputy Prosecuting Attorney

BOARD OF HEALTH

LEWIS COUNTY, WASHINGTON

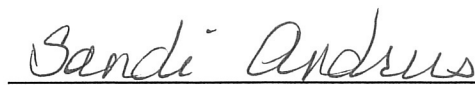


Edna J. Fund, Chair

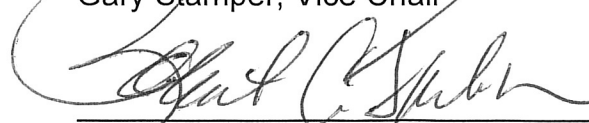


Gary Stamper, Vice Chair

ATTEST:



Sandi Andrus, Clerk of the BOH



Robert C. Jackson, Member

**CONTRACT FOR THE PURCHASE NURSE FAMILY PARTNERSHIP HEALTH SERVICES
Amendment No. 2**

Thurston County, hereinafter "THURSTON," and Lewis County, hereinafter "LEWIS," mutually agree to renew for an additional one year their 2018 Contract for the Purchase of Nurse Family Partnership Health Services (hereinafter "Contract") in accordance with Section 2. The parties agree that the Contract executed on February 8, 2018, shall be amended as follows:

I. Section 2 shall be amended as follows:

Section 2. Term:

- a) This Contract shall commence on January 1, 2018 and shall remain in effect through December 31, 2020 unless extended or terminated sooner as provided herein.
- b) This Contract may be extended upon Lewis and Thurston mutual agreement and an amendment to this Contract being adopted by each party. No later than September 14, 2020, the parties agree to consult with each other regarding the potential extension of this Contract for a further calendar year.

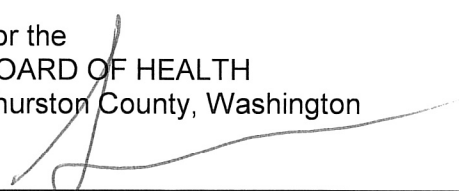
II. Section 4. Compensation shall be amended to add the following paragraph underneath the original text of Section 4:

Lewis will reimburse Thurston a maximum amount of \$309,822.25 for NFP services for the calendar year 2020 according to the budget set out in Exhibit A, attached hereto and incorporated herein by reference. Thurston will submit invoices to Lewis on a monthly basis for providing NFP services performed in the preceding month. Thurston will submit invoices to the Lewis Contract representative set forth in section 5 of this Contract.

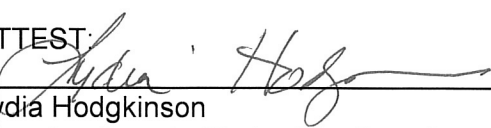
III. Except as expressly provided by this Amendment No.2, all other terms and conditions of the original 2018 Contract for Purchase of Nurse Family Partnership Health Services remain in full force and effect.

In witness whereof, the parties hereto have caused this Amendment No. 2 to be executed in duplicate originals this 11 day of Sept, 2019.

For the
BOARD OF HEALTH
Thurston County, Washington

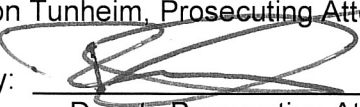


Schelli Slaughter, Director
Public Health & Social Services Department

ATTEST:


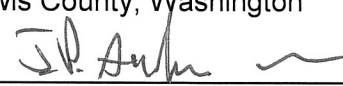
Lydia Hodgkinson
Thurston County Clerk of the Board

Approved as to Form:
Jon Tunheim, Prosecuting Attorney

By: 

Deputy Prosecuting Attorney

For the
BOARD OF HEALTH
Lewis County, Washington



J.P. Anderson, MSW
Director
Public Health & Social Services

Date: 11.26.19

Approved as to Form:
Jonathan Meyer, Prosecuting Attorney

By: 

Deputy Prosecuting Attorney

**Executive Summary
Contract Amendment No. 2
Between
Lewis County and Thurston County
Nurse Family Partnership (NFP) Services**

Description

Lewis County Public Health & Social Services desires to continue delivering Nurse Family Partnership home visiting services to low-income, first-time mothers living in Lewis County. We continue to have insufficient staff to provide these health services and will purchase these services from Thurston County pursuant to RCW 70.05.150 again in 2020.

Thurston County will provide NFP home visiting services to eligible residents of Lewis County in accordance with the contract Thurston County has with the NFP National Service Office. Such services will include home visitation with clients and providing services according to the fidelity of the NFP program.

Recommendation

Approve amendment to allow Thurston County to provide NFP services to residents of Lewis County through 2020.

Budget Impact

Fund: 190-621-622

Amount: \$309,822.25

Period: January 1, 2020 – December 30, 2020

This expense is in the 2020 budget.

Cover Letter

Thurston County Public Health and Social Services
Attn: Lydia Hodgkinson
412 Lilly Rd NE
Olympia WA 98506-5132

BOH AGENDA ITEM SUMMARY

(Revised 09-16-08)

AGENDA ITEM # 2 RESOLUTION # 111918.2 BOH MEETING DATE: 11/19/18SUGGESTED WORDING FOR AGENDA ITEM: Notice ☒ Consent ☐ Hearing ☐Approve Amendment #1 to Agreement between Lewis County and Thurston County for Health Officer Services for 2019**BRIEF REASON FOR BOH ACTION:**Lewis County will reimburse Thurston County for Dr. Wood's Health Officer Services in 2019SUBMITTED BY: Danette York PHONE: x 2774 DATE SUBMITTED: To PAO 11-15-18CONTACT PERSON WHO WILL ATTEND BOH MEETING: Danette York**TYPE OF ACTION NEEDED:**☒ Approve Resolution

Call for Bids/Proposals

Approve Ordinance (traffic or other)

Bid Opening

Execute Contract/Agreement

Notice for Public Hearing *(see publication requirements)

Other (please describe): _____

***PUBLICATION REQUIREMENTS:**

Notice emailed to Clerk

Not applicable

Hearing Date: _____ (Must be at least 10 days after 1st publication date)

(2 weeks for routine budget, property disposal/ auction or vacations)

Publish Date(s): _____ (3 weeks for property lease)

Publications(s): EAST COUNTY JOURNAL CHRONICLE OTHER _____

ALL AGENDA ITEMS:Department Director/Head: DE
Prosecuting Attorney EWE**Accounting/Budget & Payroll Items**Budget/Fiscal Director: _____
Chief Accountant: _____**HR Policy/Personnel Items**

HR Administrator _____

Banking or Revenue Items

Treasurer: _____

Fund: 190Department: PHSSTotal Amount: \$47,432***APPROVALS
MUST BE
OBTAINED
BEFORE
SUBMITTING
ITEM TO BOH****CLERK'S DISTRIBUTION OF SIGNED DOCUMENTS:**Send cover letter: Thurston County PHSS

Additional copies:

Address of recipient: Lydia HodgkinsonSandi AndrusAmanda Migliaccio412 Lilly Rd., N.E.Rachel WoodWayne WhitonOlympia, WA 98506Stacey LoflinFile Original BOH Meeting FolderSuzette SmithTina Hemphill

**BEFORE THE BOARD OF HEALTH
OF LEWIS COUNTY, WASHINGTON**

IN RE:

Approve Amendment #1 between Lewis
County and Thurston County for Health
Officer Services for 2019

)
) **RESOLUTION No. 111918.2**
)

WHEREAS, the Board of Health (BOH), Lewis County, Washington, has reviewed Amendment #1 to Agreement between Lewis County and Thurston County for Health Officer services from January 1, 2019 through December 31, 2019; AND

WHEREAS, Lewis County shall reimburse Thurston County a maximum of \$47,432 which includes FICA, PERS, Health & Welfare benefits, unemployment, and mileage between County offices for 8 hours per week of health officer services; AND

WHEREAS, current Health Officer hourly rate will be added if Health Officer works more than eight hours per week; AND

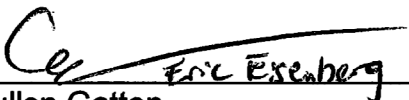
WHEREAS, it appears to be in the best public interest to authorize the execution of said contract for Lewis County;

NOW, THEREFORE BE IT RESOLVED that Amendment #1 to Agreement between Lewis County and Thurston County for Health Officer services in the amount of \$47,432 from January 1, 2019 through December 31, 2019 is hereby approved and the Director of Public Health & Social Services is authorized to sign the same.

DONE IN OPEN SESSION this 19th day of November, 2018.

APPROVED AS TO FORM:

Jonathan Meyer, Prosecuting Attorney

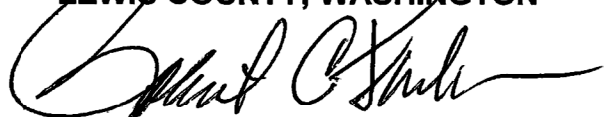

Eric Eisenberg

By: Cullen Gatten
for Deputy Prosecuting Attorney

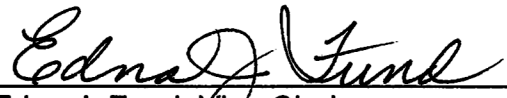
ATTEST:


Sandi Andrus, Clerk of the BOH

**BOARD OF HEALTH
LEWIS COUNTY, WASHINGTON**



Robert C. Jackson, Chair


Edna J. Fund, Vice Chair


Gary Stampler, Member

**CONTRACT FOR HEALTH OFFICER SERVICES BETWEEN
THURSTON COUNTY AND LEWIS COUNTY
Amendment No. 1**

Thurston County, hereinafter "THURSTON," and Lewis County, hereinafter "LEWIS," mutually agree to renew for an additional one year their 2018 Contract for Health Officer Services (hereinafter "Contract") in accordance with Section 2. The parties agree that the Contract executed on February 8, 2018, shall be amended as follows:

I. Section 2 shall be amended as follows:

Section 2. Term: This Contract shall commence on January 1, 2018 and shall remain in effect through December 31, 2019 unless renewed or terminated sooner as provided herein. This Contract may be renewed each year thereafter upon THURSTON and LEWIS mutual agreement and an amendment to this Contract being adopted by each party.

II. Section 4 shall be amended to add the following paragraph underneath the original text of Section 4:

For local health officer services set out in Section 3 for the time period of January 1, 2019 through December 31, 2019, LEWIS will reimburse THURSTON, on a quarterly basis, up to the amount of \$47,432, which includes FICA, Unemployment, Disability, L&I, Retirement, Medical Benefits, mileage and other costs as set forth in Exhibit A, attached hereto and incorporated herein by reference. Compensation for local health officer services provided by THURSTON above 8 hours per week will be paid by LEWIS at the Health Officer's current hourly rate. In the event the current Health Officer is not available to provide local health officer services to LEWIS, said services will be provided by an appointed alternate local health officer.

III. Section 7 shall be amended as follows:

Section 7. Indemnification, Hold Harmless, and Joint Defense: To the extent of its comparative liability, LEWIS and THURSTON each agree to indemnify, defend and hold the other party, and its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers arising out of this contract.

A party shall not be required to indemnify, defend, or hold the other party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other party.

In the event of any concurrent act or omission of the parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each party's comparative liability. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

The indemnification obligations of the parties shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. Each party hereby expressly waives any immunity afforded by such acts to the extent required by a party's obligations to indemnify, defend and hold harmless

the other party or parties. A party's waiver of immunity does not extend to claims made by its employees directly against the party as employer. The foregoing indemnification obligations of the parties are a material inducement to enter into this agreement and have been mutually negotiated.

IV. Except as expressly provided by this Amendment No. 1, all other terms and conditions of the original 2018 Contract for Health Officer Services remain in full force and effect.

In witness whereof, the parties hereto have caused this Amendment No. 1 to be executed in duplicate originals this 6th day of November, 2018.

For the
BOARD OF HEALTH
Thurston County, Washington

Chair

Vice Chair

Commissioner

ATTEST:

Lydia Hodgkinson

Thurston County Clerk of the Board

For the
BOARD OF HEALTH
Lewis County, Washington

Danette D. York, MPH, CPH

Director

Public Health & Social Services

Date:

Approved as to Form:

Jonathan Meyer, Prosecuting Attorney

By:

Deputy Prosecuting Attorney

Approved as to Form:

Jon Tunheim, Prosecuting Attorney

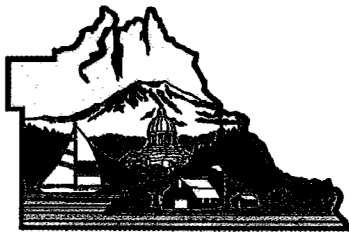
By:

Deputy Prosecuting Attorney

EXHIBIT A - CONTRACT FOR HEALTH OFFICER SERVICES

2019 Health Officer Salary for Local Agreement with Lewis County

Thurston County Costs for Full Time Health Officer				Lewis County Share	
Staff Related Costs:		Monthly	Annual	Estimated Amount	Comments
Salary		\$ 14,729	\$ 176,746		
FICA/SS		\$ 879	\$ 10,542		
Unemployment		\$ 43	\$ 520		
Disability		\$ 57	\$ 684		
L&I/Workers Comp		\$ 27	\$ 321		
Retirement		\$ 1,853	\$ 22,232		
Medical Benefits (minimum)		\$ 1,272	\$ 15,259		
Total Estimated Salary/Benefits		\$ 18,859	\$ 226,304		
Other Costs:					
Annual Dues			\$ 730		
Annual WSALPHO Conf (registration/travel/lodging/per diem)			\$ 700		
Cell Phone		\$ 66.86	\$ 802		
Total Other Shared Costs			\$ 2,232		
Cost to be reimbursed at 100%					
Travel based on 1 round trip per week totaling 62 miles at the current federal rate					
Estimated Total cost for Health Officer at Thurston County			\$ 228,536		
				\$ 45,261	assumes 20% for Lewis
				\$ 1,725	assumes 100% reimbursed by Lewis
				\$ 47,432	Estimated Contract Amount



THURSTON COUNTY
WASHINGTON
SINCE 1852

COUNTY COMMISSIONERS

John (Hutch) Hutchings
District One

Gary Edwards
District Two

Bud Blake
District Three

**PUBLIC HEALTH AND
SOCIAL SERVICES DEPARTMENT**

Schelli Slaughter
Director
Rachel Wood, MD, MPH
Health Officer

November 19, 2018

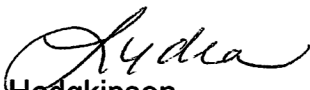
Lewis County Public Health & Social Services
Attn: Danette York, Director
360 NW North St.
Chehalis WA 98532

RE: Contract for Health Officer Services – Amendment No. 1

Dear Danette:

Enclosed please find two signed originals of Amendment No. 1 to the 2018 Contract for Health Officer Services to provide Lewis County with 2019 services. Please return one fully executed original to my attention. If you have any questions, please feel free to contact me.

Thank you,


Lydia Hodgkinson
Administrative Assistant II

Enclosures