

BOH AGENDA ITEM SUMMARY

(Revised 09-16-08)

AGENDA ITEM # 2 RESOLUTION # 12117.2 BOH MEETING DATE: 12-11-2017

SUGGESTED WORDING FOR AGENDA ITEM:

Notice ☐ **X** Consent ☒ Hearing ☐***Approve Contract between Lewis County and Thurston County for Nurse Family Partnership (NFP) Services for 2018***

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: Danette York PHONE: x 2774 DATE SUBMITTED: To PAOCONTACT 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: Dy
Prosecuting Attorney F**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
Attn: Lydia Hodgkinson

Additional Copies:

address of recipient 412 Lilly Rd. NE
Olympia, WA 98506Sandi Andrus
Danette York
Stacey Loflin
Grace JimenezAmanda Migliaccio
Suzette Smith
Paulette YoungFile originals: BOH Packet

Executive Summary

Contract 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. At this time we do not have sufficient staff to continue to provide these health services and will purchase these services from Thurston County pursuant to RCW 70.05.150.

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.

Thurston will provide 2.45 FTE personnel to provide NFP services as follows:

- 2.00 FTE nurse home visitors
- .25 FTE nursing supervisor
- .20 FTE administrative assistant

Recommendation

Approve resolution to allow Thurston County to provide NFP services to residents of Lewis County.

Budget Impact

Fund: 190-621-622

Amount: \$309,822.25

Period: January 1, 2018 – December 30, 2018

This amount is in the 2018 budget.

Cover Letter

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

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

IN RE:

Approve Contract between Lewis County and
Thurston County for Nurse Family Partnership
(NFP) Services for 2018

)
) **RESOLUTION No.** 121117.2
)

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, 2018 through December 31, 2018; 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, 2018 through December 31, 2018 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 11th day of December, 2017.

APPROVED AS TO FORM:

Jonathan Meyer, Prosecuting Attorney


By: David Fine

Deputy Prosecuting Attorney

BOARD OF HEALTH

LEWIS COUNTY, WASHINGTON

Robert C. Jackson, Chair

ATTEST:

Gary Stamper, Vice Chair

Sandi Andrus, Clerk of the BOH

Edna J. Fund, Member

Lewis County

Details of Budget or Request For Budget Amendment

Fund	190
Department	621
Program	622

Type of appropriation:

- ☒ Supplemental-has new offsetting revenue
☐ Emergency-using fund balance

Please Discuss Current Budget Uses or Describe a Need For Additional Funding

This is a budget detail sheet for the contract with Thurston County to do a joint NFP team.

Use of Funds

☐ New Expenditure
 ☐ New Transfer Out
 or
 ☒ Currently Budgeted

Account Description	BARS Account Number								Amount
Professional Services	190	621	622	000	562	22	41	00	309,822
Total Use of Funds:									\$309,822

Source of Funds

☐ New Revenue
 ☐ Use of Fund Balance
 ☐ New Transfer In
 or
 ☒ Currently Budgeted

Account Description	BARS Account Number								Amount
Ret Sales Tax CD-MH-TC	190	621	622	000	313	14	00	00	250,870
MCHBG	190	621	622	000	333	93	99	40	58,952
Total Source of Funds:									\$309,822

Elected / Director



Date

12/4/17

1810 BD

CONTRACT FOR THE PURCHASE NURSE FAMILY PARTNERSHIP HEALTH SERVICES

THIS CONTRACT is entered into in duplicate originals this 11th day of December, 2017 between Lewis County, hereinafter "Lewis," and Thurston County, hereinafter "Thurston," both municipal corporations of the State of Washington, collectively referred to as "parties" and individually as "party."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose

Lewis desires to deliver Nurse Family Partnership home visiting services to low-income, first-time mothers living in Lewis County. Lewis does not have sufficient personnel to continue to provide these health services and desires to purchase these health services from Thurston pursuant to RCW 70.05.150.

2. Term

- a) This Contract shall commence on January 1, 2018 and shall remain in effect through December 31, 2018 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, 2018, the parties agree to consult with each other regarding the potential extension of this Contract for a further calendar year.

3. Scope of Services and Status of the Parties

- a) Thurston will provide Nurse Family Partnership home visiting services (NFP services) to eligible residents of Lewis County. Thurston will provide NFP services in accordance with the contract Thurston County has with the Nurse Family Partnership National Service Office. Such services will include home visitation with clients and providing services according to the fidelity of the Nurse Family Partnership program.
- b) Thurston will provide 2.45 FTE personnel to provide NFP services pursuant to this Contract as follows:
 - 1. 2.0 FTE nurse home visitors
 - 2. .25 FTE nursing supervisor
 - 3. .20 FTE administrative assistant

The above personnel are employees of Thurston County, and are under the direction, control and supervision of Thurston. Neither Lewis County nor its elected or appointed officials or officers will direct or purport to direct the above personnel in the performance of their duties under this Contract. Neither party, its elected or appointed officials or

officers or employees, shall be or deem to be or act or purport to act as the agent of the other.

4. Compensation

Lewis will reimburse Thurston a maximum amount of \$309,822.25 for NFP services for the calendar year 2018 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.

Lewis will pay Thurston within 30 days of the date of receipt of each invoice. Lewis will submit payment to the Thurston Contract representative set forth in section 5 of this Contract.

5. Contract Representatives

Each party to this Contract shall have a Contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For Lewis:

Name of Representative: **Danette York**

Title: **Public Health & Social Services Director**

Mailing Address: **360 NW North St.**

City, State and Zip Code: **Chehalis, WA 98532**

Telephone Number: **(360) 740-2774**

E-mail Address: **danette.york@lewiscountywa.gov**

b. For Thurston:

Name of Representative: **Gretchen Thaller**

Title: **MCH/NFP Program Manager**

Mailing Address: **412 Lilly Road NE**

City, State and Zip Code: **Olympia, WA 98506-5132**

Telephone Number: **(360) 867-2545**

E-mail Address: **thalleg@co.thurston.wa.us**

6. Termination

a) Either party may terminate this Contract for convenience by giving the other party written notice of not less than 60 days by Certified Mail. If this Contract is terminated by

notice of one party to the other, Lewis will pay Thurston for all work performed through the date of termination and all non-cancelable obligations incurred in accordance with this Contract. Payment is due within 30 days of termination.

b) In the event that either party fails to perform its obligations pursuant to this Contract and fails to cure such defect in performance after written notice thereof, the party aggrieved by such defective performance may terminate this Contract upon written notice to the other party by Certified Mail.

7. Indemnification and Hold Harmless

To the extent permitted by law, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, officers, employees, and agents, harmless for third party claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, relating to or arising out of either party's or its elected or appointed officials, officers, employees and agent's performance of this Contract. Each party's obligations hereunder shall not extend to claims arising from the sole negligence of either party, its elected and appointed officials, officers, employees or agents. In the event of the concurrent negligence of the parties, each party's obligations hereunder shall apply only to the percentage of fault attributable to each party, its elected and appointed officials, officers, employees and agents. The provisions of this indemnification and hold harmless section will survive the completion, expiration or termination of this Contract.

8. Choice of Law, Jurisdiction and Venue

a) This Contract has been and shall be construed as having been made and delivered within the state of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the state of Washington, both as to its interpretation and performance.

b) Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

9. Severability

If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal or invalid in whole or in part, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this extent the provisions of this Contract are declared to be severable.

10. Assignment and Delegation

Neither party may assign any benefit nor delegate any duty provided for, anticipated by, or arising out of by this Contract without the prior express written consent of the other party.

11. Non-waiver of Rights

The parties agree that the excuse or forgiveness of performance or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

12. Equal Opportunity to Draft

The parties have participated and had an equal opportunity to participate in the drafting of this Contract. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

13. Facsimile

This Contract may be executed by facsimile signature and such execution shall be valid and binding.

14. Headings

In this Contract, paragraph headings appear for convenience of reference only, and they shall not be used or considered in construing the terms hereof.

15. Notices

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 5. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served.

16. Public Records Act

a) The parties shall assist one another to fulfill the obligations of each party to this Contract under the Washington Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of one of the parties to this Contract are needed for the other party to respond to a request under the Act, then those documents shall be provided by the custodial party within 5 business days of being requested to do so; or, within 5 business days it shall notify the other party as to when, acting with all reasonable haste, it will be able to provide copies of the requested documents. The custodial party then shall provide copies of those documents by such date.

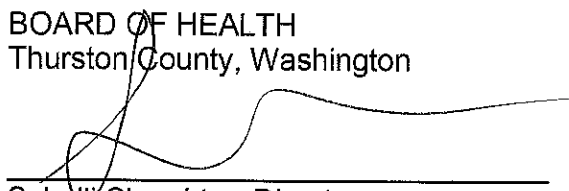
b) The obligations to produce records by each party shall survive the completion, expiration or termination of this Contract.

17. Entire Contract

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded. This Contract is for the benefit of the parties, and no third party beneficiary relationship is intended.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date first written above.

For the
BOARD OF HEALTH
Thurston County, Washington

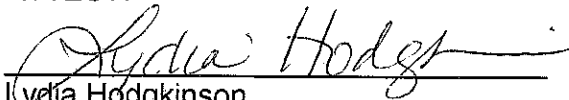


Schell Slaughter, Director
Public Health & Social Services Department

For the
BOARD OF HEALTH
Lewis County, Washington

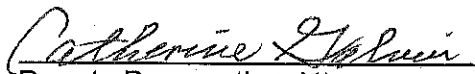
Danette D. York, MPH, CPH
Director, Public Health & Social Services

ATTEST:



Lydia Hodgkinson
Thurston County Clerk of the Board

Approved as to Form:
Jon Tunheim
Prosecuting Attorney – Thurston County

By: 

Deputy Prosecuting Attorney

Approved as to Form:
Jonathan Meyer
Prosecuting Attorney – Lewis County

By: _____
Deputy Prosecuting Attorney

EXHIBIT A
Budget - Lewis County Costs
Thurston County and Lewis County Joint NFP Team
January 1, 2018 - December 31, 2018

Description	Costs	Comments
1.0 Personnel		
1.1 Salaries		
1.0 FTE Nurse Home Visitor	\$60,492.00	Regular salaries, sick, holiday, overtime
1.0 FTE Nurse Home Visitor	\$62,304.00	
.25 FTE Supervisor	\$17,675.00	
.20 FTE Assistant	\$10,764.00	
<i>Subtotal</i>	<i>\$151,235.00</i>	
1.2 Taxes and Benefits		
	\$71,205.50	Federal withholdings (ssi, Medicaid, etc.)
		State withholdings (L&I, ESD, etc.)
		Employee health insurance
		Employee pension/401k contributions
<i>Subtotal</i>	<i>\$71,205.50</i>	
Total Personnel	\$222,440.50	
2.0 Goods and Services		
2.1 Program Goods and Services		
Telecommunications & Technology	\$1,680.00	Cellphones and wifi hardware
2.2 Professional Development and Training		
Model Training fees	\$4,800.00	
2.3 Program Equipment		
Computer/IS	\$3,400.00	
Nursing Supplies (scale, BP cuff/ locking bag, etc.)	\$800.00	
Total Goods and Services	\$10,680.00	
3.0 Program Travel		
3.1 Mileage	\$6,500.00	
Total Program Travel	\$6,500.00	
4.0 Contracted/Professional Services		
4.1 Professional Services (model fees for sites, affiliation, renewal, etc.)	\$4,636.00	
Expansion Supervisor fee	\$1,058.00	
Total Contracted/Professional Services	\$5,694.00	
5.0 Administrative/Indirect Charges		
5.1 Indirect Charges	\$64,507.75	Indirect rate: 29%
Total Administrative/Indirect Charges	\$64,507.75	
	\$309,822.25	Grand Total