SJAgreement No.
10HC.036

INTERLOCAL AGREEMENT BETWEEN
SAN JUAN COUNTY HEALTH AND COMMUNITY SERVICES DEPARTMENT
AND SHAW ISLAND SCHOOL DISTRICT

This Interlocal Agreement is between San Juan County acting through the Health and Community Services Department (Health Department) and the Shaw Island School District (School District) for the 2010-2011 school year.

The parties have agreed that certain school health services are essential to the student learning process.

The Health Department represents that the public health professional staff is qualified to conduct specified student health screening services and environmental health assessments.

The School District desires to obtain student health services to promote the healthy development of students.

In consideration of the terms, conditions and performance contained in this Agreement, the parties agree as follows:

I. DUTIES OF THE SCHOOL DISTRICT

A. Pay the Health Department $11.90 per pupil enrolled, plus a $210.00 administrative fee. Enrollment is based on the total student census on October 1, 2010.

B. Provide all necessary record forms, office space, and office equipment as reasonably required for the performance of the school health services.
C. Provide clerical assistance as needed to maintain school and student health records.

D. Provide volunteers to assist the nurse during health screening activities, if requested.

E. Inform the Health Department of all suspected cases of communicable disease, public health emergencies, and/or breakdown in environmental sanitation occurring within the School District.

F. Maintain procedures for managing sick and injured students while attending school or school-related activities.

II. DUTIES OF THE HEALTH DEPARTMENT

A. Assure completion of the following health appraisal activities:

   i. Initial auditory and visual screening of students in kindergarten and grades one, two, three, five and seven.

   ii. Prompt screening of students having a possible loss in auditory or visual acuity referred to the district by parents, guardians, or school staff.

   iii. Follow-up screening of students whose initial screening shows abnormal results.

B. Follow up on identified health problems through conferences with parents, students and health care providers. Assist teachers and/or special education staff with individualized education and care plan development. Refer families to health care providers or agencies for evaluation, treatment, or other assistance, when appropriate.

C. Arrange a plan for public health nurse visits to the schools to accomplish items A and B above.

D. Investigate public health contingencies, such as outbreaks of communicable disease or breakdown in environmental conditions, as is reasonable with available staff. Submit inspection reports to the school administration.

F. Provide health education resources and consultation, upon request of school personnel.
III. ADMINISTRATION

This Agreement shall be administered by the Director of San Juan County Health and Community Services.

IV. MAINTENANCE AND INSPECTION OF RECORDS

The School District shall maintain books, records and documents, which sufficiently and properly reflect all work related to the performance of the Agreement. In addition, the Health Department shall maintain all accounting records in a form necessary to assure proper accounting of all funds paid pursuant to this Agreement. All of the above shall be subject at all reasonable times to inspection, review, or audit by either party, its authorized representative, the state auditor, or other governmental officials authorized by law to monitor this Agreement.

V. INDEMNIFICATION

A. Each party agrees to be responsible and assume tort liability for its own wrongful acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law, and agrees to indemnify, defend and hold the other party harmless from any such tort liability. In the case of negligence or wrongful acts by both the Health Department and the School District, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

B. The Health Department shall also indemnify the School District against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, workman's compensation, social security and income tax laws, for the Health Department and any employees or volunteers of the Health Department.

VI. TERMINATION

Either party to this Agreement may terminate this Agreement, in whole or in part, at any time, by giving at least thirty (30) days written notice.

VII. MEDIATION

The parties shall attempt to resolve any controversies or disputes arising out of or relating to this Agreement through a good faith attempt at mediation. Each party will pay its own attorney’s fees and costs.
VIII. ARBITRATION

A. Any controversy or claim arising out of or relating to this Agreement that is not resolved through mediation, shall be resolved by final and binding arbitration pursuant to RCW 7.04A. Demand for arbitration shall be made in writing to the other party. The arbitration shall be held in San Juan County before a single arbitrator selected by the Agreement of the parties. If the parties cannot agree upon an arbitrator within fifteen (15) days after the demand for arbitration is made, the arbitrator shall be selected by a judge in the Superior Court of San Juan County in accordance with the procedures set out in RCW 7.04.A.110.

B. Unless the parties agree otherwise in writing, the arbitration hearing shall occur no later than sixty (60) days after the date the arbitrator is appointed.

C. The parties agree that, with the exception of the circumstances set out in RCW 7.04.A.230, the arbitrator’s decision shall be binding, final and not appealable to any court of law.

D. Each party shall pay its own costs of arbitration including attorneys’ fees. The arbitrator’s fee and any administrative expenses imposed by the arbitrator shall be shared equally by the parties.

E. This Agreement shall be governed by the laws of the state of Washington, both as to interpretation and performance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this 23 day of August 2010.

SHAW ISLAND SCHOOL DISTRICT
No. 10
Robert F. Pattermann
Superintendent

S AN JUAN COUNTY HEALTH
and COMMUNITY SERVICES
John Manning
Director

APPROVED AS TO FORM ONLY
San Juan County Prosecuting Attorney
Randall K. Gaylord

By: Karen Vederer 8/10/10

FINAL APPROVAL
Pete Rose
County Administrator

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