

**AGREEMENT BETWEEN TACOMA-PIERCE COUNTY HEALTH  
DEPARTMENT  
AND FIFE SCHOOL DISTRICT**

THIS AGREEMENT is entered into by and between Tacoma-Pierce County Health Department (TPCHD) and Fife School District, referred to herein individually as a party and collectively as the parties.

**RECITALS**

Whereas, Washington State COVID-19 reopening requirements have placed increased responsibilities upon schools and school districts to help protect student, staff and community from COVID-19 transmission; and

Whereas, testing programs have strict requirements that demand additional resources from and add pressure to school and school district staff, including but not limited to contact tracing to identify people who may have been exposed to COVID-19 and case investigation to support people who have confirmed or suspected COVID-19; and

Whereas, TPCHD has received American Rescue Plan Act funding from Pierce County to provide schools and school districts with contact tracing and case investigation support; and

Whereas, subject to the terms of this Agreement, TPCHD is willing to provide and Fife School District is willing to accept contact tracing and case investigation support to alleviate the pressure on school and school district staff; now, therefore, in consideration of the covenants and promises set forth below:

**AGREEMENT**

**1. Tacoma-Pierce County Health Department (TPCHD) will:**

- Provide case investigation and contact tracing services at no cost to the Fife School District through a contract with a qualified third party.
- Through the selected contractor, provide staffing to work at the Fife School District to assist with case investigation and contact tracing work.
- Require the contractor's staff to have undergone and provide proof of:
  - Standard background record check in accordance with RCW 28A.400.303.
  - COVID-19 vaccination.
  - Drug-screen.

**2. The Fife School District will:**

- Provide staff to train case investigators and contact tracers provided by the contractor.
- Provide appropriate workspaces for case investigators and contact tracers.
- Initiate the School Case Investigation by providing case name and required information.

- Notify contractor of personnel or performance issues. Notify TPCHD if an issue persists or escalates.
- Provide daily direction to the contractor-provided case investigators and contact tracers who are working onsite.

### **3. Term**

The term of this Agreement shall begin December 1, 2021 and end June 17, 2022, unless terminated earlier pursuant to its terms and conditions. Should this Agreement be signed after the term beginning date stated herein, then it shall be retroactive and binding to that date. The term of this Agreement may be extended by a written and executed Amendment to this Agreement executed by both parties.

### **4. Hold Harmless**

Fife School District agrees to defend, indemnify and hold harmless TPCHD, its appointed and elected officials, officers, directors, employees, and agents from and against any and all liabilities, losses, claims, obligations, demands, costs, damages and expenses, including attorney's fees (collectively, a "Claim") arising out of or in any way related to Fife School District's performance of this Agreement, to the extent caused by the negligent acts or omissions of the Fife School District, its subcontractors, agents, successors and assignees, or anyone directly or indirectly employed by Fife School District or anyone for whose acts the Fife School District supervises or controls, regardless of whether or not such Claim is caused in part by TPCHD. Where a Claim arises from the concurrent fault of the parties to the Agreement, Fife School District's obligations under this Section shall only apply to extent of the respective fault of Fife School District. This duty to defend, indemnify and hold harmless shall apply regardless of whether a Claim is brought pursuant to the Industrial Insurance Act, RCW Title 51, or otherwise, and Fife School District waives any immunity whatsoever with respect to its duty to defend, indemnify and hold harmless. This duty to defend, indemnify and hold harmless shall apply regardless of whether this Agreement is executed after Fife School District begins the services and shall extend to claims arising after this Agreement is terminated.

### **5. Termination of Agreement**

Either party may terminate this Agreement at any time, with or without cause. Termination shall be accomplished by providing the other party with fourteen (14) days' written notice.

### **6. Right to Audit**

Upon TPCHD's request, the Fife School District shall make available to TPCHD all accounts, records and documents related to the performance of this Agreement for TPCHD's inspection, auditing or evaluation during normal business hours as reasonably needed by TPCHD to assess performance, compliance and quality assurance under this Agreement or in satisfaction of TPCHD's public disclosure obligation.

### **7. Public Disclosure**

This Agreement and documents provided to TPCHD by the Fife School District are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, TPCHD may be required, upon request, to disclose this Agreement and documents related to

it unless an exemption under the Public Records Act or other laws applies. In the event TPCHD receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and the Fife School District has complied with the requirements herein to mark all content considered to be confidential or proprietary, TPCHD agrees to provide Fife School District ten (10) days written notice of impending release. Should legal action thereafter be initiated by the Fife School District

to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by the Fife School District, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure. TPCHD shall not be liable for any release where notice was provided, and the Fife School District took no action to oppose the release of information.

#### **8. Dispute Resolution**

In the event of a dispute pertaining to this Agreement, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit either party's right to terminate as authorized by this Agreement.

#### **9. Effective Date**

This Agreement shall be effective on the date it has been signed by both

parties. **10. Miscellaneous Provisions**

##### **Governing Law and Venue**

Washington law shall govern the interpretation of this Agreement. Pierce County shall be the venue of any mediation, arbitration, or litigation arising out of this Agreement.

##### **Assignment**

The Fife School District shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of TPCHD.

##### **No Third Party Beneficiaries**

This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

##### **Waiver**

A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.

##### **Severability and Survival**

If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense

and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

**Entire Agreement**

This Agreement and the attached Exhibits, if any, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded hereby. The parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

**Modification**

No modification or amendment of this Agreement shall be effective unless set forth in a written and executed Amendment to this Agreement.

IN WITNESS WHEREOF, the parties hereto have accepted and executed this Agreement, as of the effective date stated above.

TACOMA-PIERCE COUNTY HEALTH DEPARTMENT

FIFE SCHOOL DISTRICT

By: Kejuan Woods  
Kejuan Woods (Dec 15, 2021 11:37 PST)

By: [Signature]

Its: COVID-19 Incident Commander

Its: Superintendent

Date: Dec 15, 2021

Date: 12/13/2021