



# JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street • Port Townsend • Washington • 98368  
www.jeffersoncountypublichealth.org

February 7, 2012

## JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA REQUEST

RECEIVED

**TO:** Board of County Commissioners  
Philip Morley, County Administrator

FEB 14 2012

**FROM:** Jean Baldwin, Director

JEFFERSON COUNTY  
COMMISSIONERS

**DATE:** February 20, 2012

**SUBJECT:** Agenda Item – Professional Services Agreement – Olympic Educational Service District 114; January 1, 2012 – June 30, 2013; fee for service not to exceed \$1,500

**STATEMENT OF ISSUE:**

Jefferson County Public Health requests Board approval of the Professional Services Agreement – Olympic Educational Service District 114; January 1, 2012 – June 30, 2013; fee for service not to exceed \$1,500

**ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:**

This contract will provide Public Health Nurse Consultation to licensed daycare centers that are participating in OESDs Early Learning Interdisciplinary Infant Toddler Childcare Consultation Services program. JCPH will provide services specific to infant and toddler health and safety concerns. JCPH will provide services based on the availability and scheduling of the Public Health Nurse. Additional staff has not been budgeted for at this time.

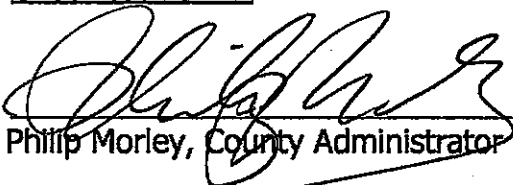
**FISCAL IMPACT/COST BENEFIT ANALYSIS:**


This contract is funded by OESD on a fee for service basis paid at \$50.00 an hour. OESD will also reimburse for mileage.

**RECOMMENDATION:**

JCPH management request approval of the Professional Services Agreement – Olympic Educational Service District 114; January 1, 2012 – June 30, 2013; fee for service not to exceed \$1,500

**REVIEWED BY:**

  
Philip Morley, County Administrator

  
Date

COMMUNITY HEALTH  
DEVELOPMENTAL DISABILITIES  
MAIN: (360) 385-9400  
FAX: (360) 385-9401

**PUBLIC HEALTH**  
ALWAYS WORKING FOR A SAFER AND  
HEALTHIER COMMUNITY

ENVIRONMENTAL HEALTH  
WATER QUALITY  
MAIN: (360) 385-9444  
FAX: (360) 379-4487

CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
OLYMPIC EDUCATIONAL SERVICE DISTRICT 114  
(hereinafter referred to as OESD 114)

105 National Avenue North  
Bremerton, WA 98312

AND

**Jefferson County Public Health**  
(hereinafter referred to as Consultant)

**615 Sheridan**  
**Port Townsend, WA 98368**

The Catalog of Federal Domestic Assistance (CFDA) number for these federal funds is 93.575.

In consideration of the promises and conditions contained herein, OESD 114 and Consultant do mutually agree as follows:

**I. DUTIES OF CONSULTANT**

Consultant shall perform the following duties to the satisfaction of OESD 114's designee:

A. The general objective(s) of this contract shall be as follows:

**To provide Public Health Nurse consultation services (based on availability), specific to infant and toddler health and safety, to licensed childcare participating in the Departments of Early Learning's Interdisciplinary Infant Toddler Childcare Consultation Services project.**

B. In order to accomplish the general objective(s) of this agreement, Consultant shall perform the following specific duties:

- 1. Contact each provider to set up initial visit and review children's health issues with providers.**
- 2. Help provider identify/locate important health information to distribute to families.**
- 3. Provide information on or refer to other services offered by the health department.**

4. **Partner with Infant/Toddler Coordinator to ensure open communication and that all provided services are consistent.**
5. **Work with providers to build their capacity to meet the needs of children in their care.**
6. **Provide monthly reports as specified on attached form.**
7. **Attend quarterly Infant/Toddler Consultant meetings**
8. **Attend Interagency Coordinating Council meetings when available**

C. The time schedule for completion of Consultant's duties shall be as follows:

January 1, 2012 – June 30, 2013 (subject to funding availability)

D. Time is of the essence in connection with Consultant's performance of the foregoing duties.

## II. DUTIES OF OESD 114

In consideration of Consultant's satisfactory performance of the duties set forth herein, OESD 114 shall compensate and/or reimburse the expenses of Consultant as follows:

A. Consultant shall be compensated in the following amount:

**Not to exceed \$1,500.00 (One Thousand Five Hundred dollars)**

**Services reimbursed at \$50.00 per hour.**

**All mileage reimbursed at \$0.51 per mile.**

Payment shall be made within a reasonable period following termination of this agreement and upon Consultant's compliance with the terms and conditions of this agreement.

(Optional) Progress payments shall be made, in the following amount, upon the dates specified and in return for the partial performance, all as set forth as follows:

<u>Payment Number</u>	<u>Date</u>	<u>Amount</u>

B. (Optional) In addition to the compensation provided for above, Consultant shall be reimbursed travel expenses, supplies and/or other expenses (specify): \_\_\_ in an amount not to exceed \$ \_not applicable.

- C. All payments of compensation and expenses to Consultant shall be conditioned upon Consultant's:
  - 1. Submission of detailed vouchers which support the performance which has been rendered or expenses incurred for which payment is requested, and
  - 2. Performance to the satisfaction of Superintendent's designee: PROVIDED, that approval shall not be unreasonably withheld.
- D. Except as expressly provided herein, all expenses necessary to the Consultant's satisfactory performance of this agreement shall be borne in full by the Consultant.
- E. Any date specified herein for payment(s) to Consultant shall be considered extended as necessary to process and deliver an OESD 114 warrant for the amount(s).

### **III. PROHIBITION AGAINST ASSIGNMENT**

Neither this contract nor any interest therein may be assigned by either party, without first obtaining the consent of the other party.

### **IV. OWNERSHIP OF WORK PRODUCTS AND RESTRICTION AGAINST DISSEMINATION**

All correspondence, papers, documents, reports, files, films, work products (inclusive of intellectual concepts and properties) and all copies thereof, which are received or developed by Consultant and Consultant's employee(s) and agent(s) in the course of performing, or as incident thereto, Consultant's duties pursuant to this agreement shall, immediately upon receipt, preparation, or development, become the exclusive property of OESD 114 in perpetuity for any and all purposes. All items described above shall be provided to and left with OESD 114 upon the termination of this agreement by OESD 114 or upon Consultant's performance, whichever shall occur first.

Consultant and Consultant's employee(s) and agent(s) shall not, without prior written approval of OESD 114, either during the term of this agreement or at any time thereafter, directly or indirectly, disclose or give to any state or federal government, or corporation, agency or political subdivision of any state or federal government, or any educational agency, institution or organization, any portion of the above described items and properties or any information acquired in the course of or as an incident to the performance of Consultant's duties hereunder, for any purpose or reason.

## **V. INDEPENDENT CONTRACTOR STATUS OF CONSULTANT**

Consultant and Consultant's employee(s) and agent(s) shall perform all duties pursuant to this agreement as an independent contractor. Superintendent shall not control or supervise the manner in which this agreement is performed nor withhold or pay any taxes in behalf of Consultant or Consultant's employee(s) or agent(s).

## **VI. INDEMNIFICATION**

Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of Consultant's or its employee's( ) or agent's( ) performance or failure to perform duties pursuant to this agreement, shall be the Consultant's sole obligation and the Consultant shall indemnify and hold harmless the Superintendent in full for any and all such acts or failures to act on the part of Consultant or its employee(s) or agent(s).

## **VII. TERMINATION**

This agreement may be terminated by OESD 114 or any designee thereof, at any time, with or without reason, upon written notification thereof to the Consultant. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by Consultant as of midnight of the second day following the date of its posting in the United States mail -- addressed as first noted herein in the absence of proof of actual delivery to and receipt by Consultant by mail or other means at an earlier date and/or time.

In the event of termination by OESD 114, Consultant shall be entitled to an equitable proration of the total compensation provided for herein for uncompensated services which have been performed as of termination and to the reimbursement of expenses incurred as of termination by solely to the extent such expenses are reimbursable pursuant to the provisions of this Agreement.

## **VIII. VERBAL AGREEMENT**

This written Agreement constitutes the mutual agreement of Consultant and OESD 114 in whole. No alteration or variation of the terms of this Agreement and no oral understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

## **IX. APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Washington.

## **X. NON-DISCRIMINATION**

No person shall, on the ground of race, creed, color, national origin, mental/physical/sensory handicap, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed pursuant to this Agreement.

## **XI. CONFLICT OF INTEREST**

Neither the Consultant nor Consultant's employee(s) shall perform any duty pursuant to this Agreement in which duty he/she may have participated as an employee of OESD 114.

## **XII. EFFECTIVE DATE - DURATION**

This Agreement shall commence on the 1 day of January, 2012. This Agreement shall terminate at midnight on the 30 day of June, 2013, with the sole exception of Sections IV (Ownership of Work Products and Restriction Against Dissemination) and VI (Indemnification) which shall continue to bind the parties, their heirs and successors.

## **XIII. FEDERAL BACKUP WITHHOLDING INFORMATION**

The Consultant certifies to OESD 114 that the Consultant is not subject to backup withholding under Section 3406(a)(1)(c) of the Internal Revenue Code. The Consultant agrees to notify OESD 114 in writing if this information is not true.

## **XIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

### **(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

The Consultant certifies to OESD 114 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

IN WITNESS THEREOF, OESD 114 and Consultant have executed this Agreement consisting of nine pages.

**CONSULTANT**

Who certifies that he/she is the person duly qualified and authorized to bind the Consultant so identified to the foregoing Agreement and under penalty of perjury, certifies the Social Security Number or Federal Identification Number provided is correct.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Consultant Signature

Jefferson County  
Business name, if different from above

Check appropriate box:

- Individual/Sole Proprietor
- Corporation
- Partnership
- Limited Liability Company
- Other Gov't Entity

Address (number, street and apt. or suite #)  
615 Sheridan St.

City, state and zip code  
Port Townsend, WA 98368

Taxpayer Identification Number  
(Social security number or  
Employer identification number)  
91-6001322

**EDUCATIONAL SERVICE DISTRICT 114**

\_\_\_\_\_  
Walt Bigby, Superintendent

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ESD USE ONLY	
APPROVALS:	
DEPARTMENT HEAD	DATE
DIVISION HEAD	DATE
PURCHASE ORDER NUMBER _____	

Approved as to form only:

David Alvarez 2/9/12  
Jefferson Co. Prosecutor's Office

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

By signing and submitting this contract, the contractor, defined as the primary participant in accordance with 45 CFR 76 certifies to the best of his or her knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any Federal Department or agency;
- (b) Have not within a 3-year period preceding this proposal been convicted or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

The inability of a person to provide the certification required above will not necessarily result in denial of participation in this agreement. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. OESD and the Federal agency will determine whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The prospective primary participant agrees that by submitting this proposal, it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided below without modification in all lower tier covered transactions.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION-LOWER TIER COVERED TRANSACTIONS  
(TO BE SUPPLIED TO LOWER TIER PARTICIPANTS)**

By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR, Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (b) Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.