

PERSONAL SERVICE CONTRACT
FOR
WIC NUTRITIONIST

THIS AGREEMENT is made by and between Pacific County, a Municipal Corporation hereinafter referred to as the "COUNTY", and Connie Clifford, hereinafter referred to as the "CONTRACTOR".

WHEREAS, the COUNTY desires that the CONTRACTOR perform and provide certain personal services which require specialized skills and abilities; and

WHEREAS, the CONTRACTOR represents that she is qualified and possesses sufficient skills and abilities to perform the personal services set forth hereafter in this Agreement: now therefore

IN CONSIDERATION OF the terms, conditions, covenants, and performances described herein, the parties hereto

HEREBY AGREE AS FOLLOWS:

I - SERVICES TO BE PROVIDED BY CONTRACTOR

The CONTRACTOR shall perform such services and accomplish such tasks necessary for full performance, as are identified or designated as the CONTRACTOR'S responsibilities throughout this Agreement.

CONTRACTOR responsibilities shall include the following:

1. Be a worker that meets or exceeds the recommended staffing requirements for the position as stated in the State WIC Manual or has been granted a waiver by the State WIC program.
2. Be available to provide comprehensive, culturally competent, clinical assessments for clients and referrals as needed. CONTRACTOR will follow all policies and practices established by the Washington State WIC Program and the COUNTY.
3. Be familiar with agency confidentiality, including procedures for keeping records, for processing consent forms, and for limiting legal liability.
4. Provide the COUNTY documentation of clients seen, assessments completed, interventions, and intervention outcomes using WIC/CIMS and other County forms as needed.

5 Attend trainings and staff meetings as directed by the COUNTY Department of Health and Human Services Director.

6. The CONTRACTOR shall complete monthly time and billing reports by the 5th of the month following service

II - NON-DELEGATION; DOCUMENTATION ESTABLISHMENT AND MAINTENANCE OF RECORDS

The services to be furnished under the terms of this Agreement shall be performed by the CONTRACTOR and shall not be assigned, delegated, or subcontracted in whole or in part. No one other than the CONTRACTOR shall perform the services under this Agreement without the express written consent of the COUNTY.

The CONTRACTOR shall document hours of professional services to Department of Health and Humans Services Director. Maximum allowable not to exceed 80 hours per month.

The CONTRACTOR shall maintain necessary files to document for each of the tasks and responsibilities set forth hereinabove.

III - DURATION OF AGREEMENT

The terms of this Agreement shall be deemed to have become effective April 1, 2013 and continues until such time either party desires to terminate this Agreement. Written notice of such intention will be personally served upon or sent by certified mail, return receipt requested, to the other party a minimum of thirty (30) days prior to termination of this Agreement.

IV - COMPENSATION AND METHOD OF PAYMENT

The COUNTY shall compensate the CONTRACTOR for the services performed under this Agreement as follows:

The COUNTY agrees to pay the CONTRACTOR at the rate of \$39.00 per hour for contract services rendered.

The COUNTY shall pay up to three hundred dollars (\$300.00) toward CONTRACTOR'S cost of professional liability insurance. The CONTRACTOR shall provide proof of such upon execution of this contract.

The COUNTY agrees to pay the CONTRACTOR mileage at the current IRS rate based on the following conditions:

1. Mileage from residence to nearest Health department will not be paid if less than 20 miles one way.
2. Mileage from Home to nearest Health Dept. beyond 20 miles will be paid. (Example: home to health dept. 30 miles one way, 10 miles will be paid.)

The COUNTY shall reimburse the CONTRACTOR for travel, lodging, tuition, meals and expenses associated with trainings when the COUNTY Department of Health and Human Services Director mandates attendance.

The COUNTY shall pay the CONTRACTOR by the 30th of the month following service.

The CONTRACTOR agrees that it is an independent contractor with the COUNTY, and not an employee of the COUNTY. The CONTRACTOR hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that the CONTRACTOR is an employee of the COUNTY.

The CONTRACTOR also agrees to pay any local, state, or federal taxes applicable to compensation for income received by the CONTRACTOR pursuant to this Agreement.

The COUNTY will provide no additional compensation; benefits or any other remuneration beyond the contract amount set forth immediately hereinabove.

V - COMPLIANCE WITH LAWS

The CONTRACTOR, in performance of this Agreement, agrees to comply with all applicable local, state, and federal laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards of criteria as described in the Agreement to assure quality of services.

VI - NON DISCRIMINATION IN SERVICE

The CONTRACTOR shall not discriminate against any person presenting himself/herself for service because of race, religion, color, gender, sex, age, national origin, physical/mental impairment, or other disability.

VII - INDEMNIFICATION/HOLD HARMLESS

In accepting this Agreement, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omissions(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

VIII- LIABILITY

CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state. The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

IX - TERMINATION

If the CONTRACTOR fails to comply with the terms and conditions of this Agreement, the COUNTY may pursue such remedies as is legally available including, but not limited to, the suspension or termination of this Agreement.

In addition either party may terminate this Agreement by giving thirty (30) days notice in writing, either personally delivered or mailed postage prepaid by certified mail, return receipt requested, to the other party's last known address. If this Agreement is terminated, the COUNTY shall be liable for payment prior to the effective date of termination.

X – ATTORNEY’S FEES/COST OF SUIT AND VENUE

If either party files suit to enforce this Agreement, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney’s fees, and costs of suit. The parties agree that any suit pertaining to this Agreement shall be filed in the Pacific County Superior Court.

XI - ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

XII - This Agreement shall be interpreted according to the laws of the State of Washington.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this _____ day of _____, 2013.

CONTRACTOR

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Connie Clifford

Lisa Ayers, Chairperson

SS# _____

Steve Rogers, Commissioner

Frank Wolfe, Commissioner

APPROVED AS TO FORM:

ATTEST:

David Burke
Prosecuting Attorney

Marie Guernsey, Deputy Clerk of the Board