



INTERLOCAL AGREEMENT
Between
EDUCATIONAL SERVICE DISTRICT 112
(Hereinafter referred to as the ESD 112)
2500 NE 65 Ave, Vancouver WA 98661-6812
Phone (360) 750-7500
Fax (360) 750-9706

Contract #:
Contract Total: \$2,400.00
Account Code: 2010 98 7000 524 0000 0000
Contact Person: D. Drandoff
Budget Analyst Approval: AH
Div. Approval: SM

and

DISTRICT #: PACIFIC 021
DISTRICT NAME:
MAILING ADDRESS:

Pacific County Health and Human Services (PCHHS)
7013 Sandridge Road
Long Beach, WA 98631

Fed Tax ID#:
WA UBI#: N/A
TELEPHONE #: 360-642-9300
EMAIL: koien@co.pacific.wa.us

CFDA: AWARE

This Interlocal Agreement is being entered into pursuant to the authority granted in Chapters 28A.310, 28A.320 and 39.34 of the Revised Code of Washington. The purpose of this Agreement is for PCHHS to provide travel expenses for two individuals to attend the Youth Mental Health First Aid train the trainer one week session in Vancouver, WA from March 9-13, 2015.

A separate legal or administrative entity is not being created.

In consideration of the promises and conditions contained herein, the ESD 112 and PCHHS do agree as follows:

1. Term. This contract will begin March 2, 2015 and end September 30, 2015.
2. The services to be performed by PCHHS, to the satisfaction of the ESD 112 Superintendent or Designee are as follows:
 - 2.1 Provide Youth Mental Health First Aid trainings as described in Addendum A.
 - 2.2 Bill the ESD 112 the actual costs on a monthly basis. All billings must be accompanied by a detailed transaction recap.
 - 2.3 FINAL INVOICE SHALL BE RECEIVED BY THE ESD NO LATER THAN October 10, 2015.
3. The responsibilities of the ESD 112 are:
 - 3.1 PAYMENT: Not to exceed two thousand four hundred dollars (\$2,400.00), this includes all expenses.
 - 3.2 OTHER: Payment of fee will follow (1) Proof of completion of above activities (2) Receipt of an invoice from PCHHS for above activities, (3) Receipt of current, completed W-9 form. Proof of completion of activities and invoice must be received by the ESD 112 by the 15th of the month in order for payment to occur at the end of the month. Otherwise payment may not occur until the middle of the following month.
4. No alteration of the terms of this Agreement and no oral agreements, unless made in writing between the parties hereto, shall be binding.
5. Cancellation:
 - 5.1 Agreement may only be terminated upon mutual agreement of both parties.
6. This Agreement does not contemplate the acquisition of real or personal property, however, to the extent personal property is purchased with funds ESD 112 pays PCHHS, the property shall be owned and retained by ESD 112 during and after the term of this Agreement.
7. Independent contractor: The ESD 112 and PCHHS intend on creating an independent contractor relationship under this Agreement. The PCHHS's employees are not employees of the ESD 112. The PCHHS and its employees will not hold the employees who provide services under this Agreement out to be employees of the ESD 112 and will not make any claim of right, privilege or benefit that would accrue to ESD 112 employees under law.
8. Applicable Law: This Agreement shall be governed by the laws of the state of Washington. The parties agree to comply with all laws that prohibit discrimination on the basis of race, creed, color, religion, national origin, age, families with children, sex, marital status, sexual orientation, honorably discharged veteran or military status, physical, sensory or mental disabilities, or use of a trained guide dog or service animal. This holds true for all district employment and opportunities, and service delivery systems. Inquiries regarding compliance or grievance procedures may be directed to the Administrator for Human Resources, (360) 750-7503.
9. PCHHS must have valid professional and general liability coverage. The minimum limit PCHHS must carry is \$1,000,000 and be able to demonstrate to ESD 112 by way of Certificate of Insurance.
10. PCHHS shall perform criminal background checks on all employees working under this Agreement and, shall not employ any person who has been convicted of a felony crime as defined in Section 1, Chapter 396 of the Laws of 2009 (Engrossed Substitute House Bill 1741 amending RCW 28A.400.330). If the District violates this provision ESD 112 may terminate the agreement immediately.
11. ESD 112 agrees to protect, defend, indemnify and hold PCHHS, its officers, agents and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from the ESD 112's negligent performance under this inter-local agreement.
12. PCHHS agrees to protect, defend, indemnify and hold the ESD 112, its officers, agents and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from the PCHHS's negligent performance under this agreement.

- 13. The PCHHS certifies it is not on the Excluded Parties List Report (web address: <http://www.sam.gov>, that they, nor their Principals, are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. ("Principals", for purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity, e.g., general manager; plant manager, head of subsidiary, division, or business segment; and similar positions.) PCHHS shall provide immediate written notice to ESD 112 if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.
- 14. Per the requirements of Executive Order 12-549, ESD 112 and PCHHS certify that neither they , nor their officers, directors, general managers or persons having primary management or supervisory responsibilities, are on the Excluded Parties List Report (web address: <http://www.sam.gov>) and that they are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. ESD 112 and PCHHS shall provide immediate written notice to each other if, at any time during the term of this Agreement, including any renewals hereof, they learns that this certification has become erroneous by reason of changed circumstances.

*Along with ESD 112, grant recipients will follow the Cost Principles of OMB Circular #A-87, which establishes principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts, and other agreements. ESD 112 and grant recipients will also follow and apply the provisions of the sections of OMB Circular #A-133 as they pertain to non-Federal entities, whether they are recipients expending Federal awards received directly from Federal awarding agencies, or are sub recipients receiving awards as a pass-through entity. Copies of the OMB Circulars can be accessed online at www.whitehouse.gov/omb/circulars/. PCHHS agrees to retain records for 3 years after final payment and have them accessible by federal agency, Controller General of US for audit purposes.

This certification is a material representation of fact upon which ESD 112 has relied in entering into this Agreement. Should ESD 112 determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, ESD 112 may terminate this Agreement in accordance with the terms and conditions therein.

I certify that I am the Consultant/Contractor identified herein, or a person duly qualified and authorized to bind the Consultant/Contractor so identified in the foregoing Contract.

EDUCATIONAL SERVICE DISTRICT 112

PACIFIC COUNTY HEALTH AND HUMAN SERVICES

By: _____
Tim Merlino, Superintendent, or Designee

By: _____

Signed this ____ day of _____ 2015

Signed this ____ day of _____ 2015

**ADDENDUM A
SERVICES TO BE PROVIDED, TIMELINE AND COSTS**

PCHHS shall provide the following services and deliverables, within the following timelines, for the following cost/fee:

Services to be provided	Deliverable	Timeline / Due Date*	Cost or fee to be paid*
<i>Provide travel expenses for two individuals to attend the Youth Mental Health First Aid train the trainer one week session in Vancouver, WA March 9-13, 2015.</i>	<i>N/A</i>	<i>March 9-13, 2015</i>	<i>PCHHS will be reimbursed for actual expenses incurred while providing contract deliverables. Acceptable expenses include mileage, per diem, hotel cost reimbursement at the federal reimbursement rates, Total contract amount not to exceed two thousand four hundred dollars (\$2,400.00)</i>

*** FINAL INVOICE MUST BE RECEIVED BY October 10th, 2015. FAILURE TO SUBMIT THE FINAL INVOICE WITHIN THIS TIMELINE WILL RESULT IN PCHHS NOT BEING PAID FOR SERVICES AND EXPENSES THAT ARE SUBJECT TO A FINAL INVOICE.**

**** The total cost or fee and reimbursable shall not exceed the total contract price in paragraph 4**

ADDENDUM B
FEDERAL FUNDS DISCLOSURE AND REQUIREMENTS

Consultant/Contractor hereby acknowledges being informed that ESD 112 may partially or fully fund its obligations under this Agreement with federal funds that were awarded pursuant to AWARE, CFDA # _____. Consultant/Contractor will perform its obligations in a manner that is consistent with the terms and provisions of the grant, which will be made available to Consultant/Contractor upon request.

ESD 112 as a grantee/recipient of federal funds, must comply with Cost Principles of OMB Circulars #A-87 and #A-133. Consultant agrees to comply with any request of ESD 112 related to ESD 112's obligations to comply with the OMB Circulars or its obligations under the above identified grant.

Certification Regarding Adherence to OMB Circulars #A-21, #A-87 and A-133 (as applicable), and Certification Regarding Disbarment, Suspension, Proposed Debarment, and Other Responsibility Matters

Along with ESD 112, grant recipients will follow the Cost Principles of OMB Circular #A-87 (or #A-21 if applicable), which establishes principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts, and other agreements. ESD 112 and grant recipients will also follow and apply the provisions of the sections of OMB Circular #A-133 as they pertain to non-Federal entities, whether they are recipients expending Federal awards received directly from Federal awarding agencies, or are sub recipients receiving awards as a pass-through entity. Copies of the OMB Circulars can be accessed online at www.whitehouse.gov/omb.circulars.index.html.

Contract recipient certifies that they, nor its Principals, have in the past or are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. ("Principals", for purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity, e.g., general manager; plant manager, head of subsidiary, division, or business segment; and similar positions.)

Contractor shall provide immediate written notice to ESD 112 if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which ESD 112 has relied in entering into this Agreement. Should ESD 112 determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the District may terminate this Agreement in accordance with the terms and conditions therein.

(Date)

(Contractor's Signature)