PERSONAL SERVICE CONTRACT
FOR
Registered Dietitian

THIS CONTRACT is made by and between Pacific County, a Municipal Corporation hereinafter referred to as the "COUNTY", and DENISE GAROUTTE-BELL, 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 Contract.

CONTRACTOR responsibilities shall include the following:

1. Be a worker that meets or exceeds the recommended staffing requirements for the Registered Dietitian 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. Maintain compliance with all requirements in order to carry out the duties of a Registered Dietitian.

5. Maintain certification with regards to the State of Washington Registered Dietitian Certification requirement.

6. Provide the COUNTY documentation of clients seen, assessments completed, interventions, and intervention outcomes using WIC/CIMS and other County forms as needed.

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

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

9. The CONTRACTOR shall complete the required time studies according to WIC guidelines.

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

The services to be furnished under the terms of this Contract 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 Contract without the express written consent of the COUNTY.

The CONTRACTOR shall document hours of professional services to COUNTY Department of Public Health and Humans Services Director.

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

III - DURATION OF AGREEMENT

The terms of this Contract shall be deemed to have become effective _____and continues until such time either party desires to terminate this Contract. 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 Contract.

IV - COMPENSATION AND METHOD OF PAYMENT

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

The COUNTY agrees to pay the CONTRACTOR at the rate of $40.00 per hour for contract services rendered.

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. Hourly rate for direct services time.

3. Mileage from Home to nearest Health Department beyond 20 miles will be paid. (Example: Home to health department 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 Contract.

The COUNTY agrees to 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. Should the CONTRACTOR end services prior to the year covered by the insurance the CONTRACTOR agrees to reimburse the COUNTY a prorated amount of liability insurance based on number of months left on policy (prorated amount will be based on total cost of policy divided by the remaining months left on the policy).

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 Contract, 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 Contract 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 Contract, 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

The CONTRACTOR shall maintain and provide proof of occurrence based general business professional liability insurance in the amount of $1,000,000 or greater 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 shall provide the COUNTY a copy of the additional insured endorsements prior to the start of this contract. 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 Contract, the COUNTY may pursue such remedies as is legally available including, but not limited to, the suspension or termination of this Contract.

In addition either party may terminate this Contract by giving fifteen (15) 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 Contract 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 Contract, 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 Contract shall be filed in the Pacific County Superior Court.

a. DISPUTES

Differences between CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute

relating to the quality or acceptability of performance and/or compensation due CONTRACTOR shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to her right to seek judicial relief pursuant to Section 10 b.

b. CHOICE OF LAW, JURISDICTION AND VENUE

1. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

2. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

c. SEVERABILITY

1. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

2. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

3. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

XI – DEBARMENT CERTIFICATION

The Contractor hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Contract. Suspension and/or debarment of the Contractor from securing federal or state funds shall be cause for immediate termination of this Contract by the County.

XI - ENTIRE CONTRACT

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

XIII – NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by email with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by email, service shall be effective upon receipt during working hours. If an email is sent after working hours, it shall be effective at the beginning of the next working day.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed this day of _____, 2014.

CONTRACTOR

_____

Denise Garoutte-Bell
SS #_____

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

_____
Chairperson

_____
Commissioner

_____
Commissioner

ATTEST:

_____
David Burke
Prosecuting Attorney

_____
Marie Guernsey
Clerk of the Board