



EDUCATIONAL  
SERVICE  
DISTRICT 112

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

**And**

Contract #  
Contract Total: \$26,568.00  
Account Code: 2083-27-7000-624  
Contact Person: Deb Drandoff  
Budget Analyst Approval: AH  
Division Approval: BL

Vendor Key: PACIFIC021  
NAME (Consultant/Contractor): PACIFIC COUNTY HEALTH AND HUMAN SERVICES  
MAILING ADDRESS: 7013 Sandridge Road  
Long Beach, WA 98631

Fed Tax ID#: 91-6001356  
UBI #: N/A  
TELEPHONE #: 360-642-9300  
EMAIL: [koien@co.pacific.wa.us](mailto:koien@co.pacific.wa.us)

CFDA #/TITLE: 93.959 Block Grants for Prevention and Treatment of Substance Abuse

1. **Purpose.** ESD and Consultant/Contractor are entering into this Personal Service Agreement (Agreement) for the purpose to *provide qualified community prevention professional for the position of student assistance prevention specialist to the Ocean Beach School District for up to 720 hours of service using the best practice Project SUCCESS program. See attachment A for additional responsibilities and requirements of the position.*
2. **Term.** This Agreement shall be effective September 1, 2015 to June 30, 2016 unless terminated as provided for herein.
3. **Consultant/Contractor Obligations.** Consultant/Contractor shall provide the services as set forth in Addendum A and Attachment A, in accordance with the timeline set forth in Addendum A, for the costs set forth in Addendum A, and shall comply with all the terms and provisions in this Agreement and the Addenda that are attached hereto and incorporated herein by reference. Consultant/Contractor shall provide the services using the highest standard of care and professionalism used in Consultant's/Contractor's business or profession.
  - 3.1 Consultant/Contractor warrants that it is engaged in an ongoing consulting practice or business, that it maintains an independent place of business and is providing the services as an independent contractor. Consultant/Contractor shall maintain independent control over the delivery of service to ESD and shall be responsible for paying and withholding unemployment, workers compensation and employment taxes.
  - 3.2 Consultant/Contractor shall submit an invoice to the ESD every month by the 15th detailing the total billable service days that were provided, any approved expenses Consultant/Contractor incurred and the amount that is owed for the service and expenses for the previous month. FINAL INVOICE SHALL BE RECEIVED BY THE ESD NO LATER THAN July 15<sup>th</sup>, 2016. If ESD does not receive the final invoice by the date specified, Consultant/Contractor may not be paid for services and expenses billed in the final invoice. Upon request, Consultant/Contractor shall provide receipts for any expenses for which Consultant/Contractor is seeking payment. If Consultant/Contractor is paid more than the amount owed under the terms of this Agreement, it shall be considered an Overpayment. If an Overpayment occurs prior to completion of the Agreement, ESD may withhold the amount of the Overpayment from payment for subsequent invoices. If an Overpayment cannot be reclaimed by withholding future payments, Consultant/Contractor shall remit the Overpayment to ESD within forty-five (45) days of being notified of the Overpayment.
  - 3.3 Except where Addendum A states something to the contrary, Consultant/Contractor is solely responsible for securing all materials, supplies and print/copy services, and for any travel or other expenses that are necessary to provide the services. If Consultant/Contractor wishes to use ESD materials, supplies or print/copy services, Consultant/Contractor shall pay ESD in advance for costs associated with such items.
  - 3.4 Consultant/Contractor shall secure and maintain insurance coverage in the amounts specified in Addendum B, and shall comply with the provisions described therein.
  - 3.5 Consultant/Contractor shall read and hereby acknowledges its understanding and acceptance of the disclosure and terms in Addendum C related to the ESD's use of federal funds to partially or completely fund its obligations under this Agreement.
  - 3.6 Consultant/Contractor shall comply with the following requirements if the Consultant/Contractor or any of its officials, employees or agents may have access to children or may provide services on school district property:
    - 3.6.1 Background checks shall be conducted on Consultant/Contractor and any officials, employees or agents who may have access to children. Consultant/Contractor agrees that no person who has plead to or been convicted of a felony crime specified in RCW 28A.400.330, who provides services under this agreement, will have access to children.
    - 3.6.2 Consultant/Contractor and its officials, employees or agents shall not use tobacco on school district property in violation of RCW 28A.210.310, or school board policies adopted in accordance therewith.
4. **ESD Obligations.** In exchange for the services Consultant/Contractor provides, ESD 112 shall pay the Consultant/Contractor the amount set forth in Addendum A, which shall not exceed TWENTY SIX THOUSAND FIVE HUNDRED SIXTY EIGHT DOLLARS (\$26,568.00) unless both parties sign an amendment to the Agreement.
  - 4.1 The total amount ESD will pay is inclusive of all expenses. Consultant/Contractor will only be paid for those expenses that are identified in Addendum A and which are authorized by ESD.
  - 4.2 ESD will pay Consultant/Contractor within forty-five (45) days of the receipt of Consultant/Contractor's invoice and requested receipts, subject to verification that the services were provided to ESDs satisfaction and ESD board approval of the payment. If there is a dispute regarding Consultant's/Contractor's performance of the services, or the amount or appropriateness of a claimed expense, ESD may withhold payment until the dispute is resolved.
  - 4.3 Payments made to the Consultant/Contractor will, where appropriate, be subject to 1099 reporting.

**5. Termination.**

- 5.1 ESD may terminate this Agreement for any reason, with or without cause with a 30 day written notice. In the event, the ESD has cause to terminate this agreement no notice is required. ESD will provide Consultant/Contractor written notice that it is terminating the Agreement. The Agreement will terminate on the date specified in the notice ESD provides. Written notice will be deemed to have been provided on the earlier of the date it is actually received or the third day after the date the notice is deposited in the mail for deliver to the address noted above.
- 5.2 Consultant/Contractor may terminate this Agreement with a thirty (30) day written notice submitted to the ESD. The thirty (30) day period will not start until the ESD Superintendent receives the actual written notice.
- 5.3 Within fifteen days of the date ESD terminates the Agreement, Consultant/Contractor shall submit a final invoice for the services and expense incurred up to the termination date. ESD will pay the invoice in accordance with the payment provisions in Section 4.2.
- 5.4 The obligations in paragraph's 3.2, 6.6 and 6.9 shall survive termination of the Agreement.

## 6. General Provisions.

- 6.1 **Entire Agreement and Severability.** This Agreement, inclusive of Addenda A, B and C, constitutes the final complete and exclusive agreement between the parties and supersedes all prior and contemporaneous understandings or agreements. The agreement may only be amended by mutual signed written agreement of both parties. The provisions in this Agreement are severable. If any provision in this Agreement is found for any reason to be invalid, illegal or unenforceable, the offending provision may be stricken and the remaining provisions shall remain valid and enforceable.
- 6.2 **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington. Any legal action or proceeding arising in connection with this Agreement shall be filed and heard in state court in Clark County Washington.
- 6.3 **Compliance with Laws.** Consultant/Contractor shall comply with all federal, state and local laws, and is solely responsible for withholding and paying any taxes and for securing any licenses or permits that are required in connection with the services the Consultant/Contractor is providing.
- 6.4 **Non Discrimination.** Both parties agree to comply with all laws that prohibit discrimination on the basis of race, creed, color, religion, national origin, age, 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. Inquiries regarding ESD's compliance with this provision or grievance procedures may be directed to the ESD at the above address.
- 6.5 **Conflict of Interest Prohibited.** Conflict of Interest: The Consultant/Contractor shall not receive compensation from more than one political subdivision of the state of Washington for the same hours worked. If the Consultant/Contractor is providing services to another organization that are the same as the services Consultant/Contractor is providing to ESD and is being compensated by the other organization, the amount ESD paid for the services constitute an Overpayment, which shall be withheld from future payments or reimbursed as described in paragraph 3.2.
- 6.6 **Indemnification.** Consultant/Contractor shall defend, indemnify and hold harmless the ESD and its officials, administrators, employees and agents from and against any loss or damage whatsoever arise directly or indirectly from the Consultant's/Contractor's, or the Consultant's/Contractor's subcontractors, agents, officials or employees actions under this Agreement, unless the ESD, its officials, administrators, employees or agents contributes to such loss or damage. (And) ESD shall defend, indemnify and hold harmless the Consultant/Contractor and its officials, administrators, employees and agents from and against any loss or damage whatsoever arise directly or indirectly from the ESD's, or the ESD's subcontractors, agents, officials or employees actions under this Agreement, unless the Consultant/Contractor, its officials, administrators, employees or agents contributes to such loss or damage.
- 6.7 **Assignment and Sub-grants.** Consultant/Contractor shall not subcontract or assign any of its rights or obligations under this Agreement without the signed written consent of ESD. If ESD agrees in writing to allow Consultant/Contractor to subcontract or assign any of Consultant's/Contractor's obligations, any assignee or subcontractor shall comply with all the terms in this Agreement and Consultant/Contractor shall be responsible for ensuring its assignees or subcontractors compliance.
- 6.8 **Privacy.** Consultant/Contractor may have access to educational records that are confidential and subject to privacy protections under the Federal Educational Rights and Privacy Act. Consultant shall take all necessary steps to protect the confidentiality of educational records and shall not disclose such records or the information obtained from having access to such records without obtaining the consent of ESD and the parent of the student the record pertains to.
- 6.9 **Records.** Consultant/Contractor shall maintain books, records, documents, data and other evidence compiled and related to the performance of the services required in this Agreement and any data that substantiates the payment amount requested, including receipts for incurred expenses. The records shall be retained for a period of seven (7) years following completion of the Agreement. At no additional cost, Consultant/Contractor shall provide ESD access to and copies of any records.
- 6.10 **Intellectual Property.** Any materials Consultant/Contractor produces in connection with this Agreement shall be considered "works made for hire" as defined by the United States Copyright Act and will be owned by ESD. ESD will be considered the author of such materials. To the extent materials being produced in connection with this Agreement are found not to be "works made for hire," Consultant/Contractor hereby irrevocably assigns all right, title and interest in such materials, including intellectual property rights, to ESD effective from the moment of creation. Consultant/Contractor shall not use any materials produced for ESD in connection with this Agreement without obtaining ESD's prior written consent. ESD acknowledges that the training materials the contractors will use were not produced in conjunction with this agreement and that they are copyrighted. The Contractor maintains all intellectual property rights for these materials. ESD may not distribute or reproduce such materials without written consent of the Contractor
- 6.11 **Exclusion, Debarment and Suspension Certification.** Per the requirements of Executive Order 12-549, the ESD and Central Washington Comprehensive Mental Health 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. The ESD and Clark College shall provide immediate written notice to each other if, at any time during the term of this Agreement, including any renewals hereof, they learn that this certification has become erroneous by reason of changed circumstances.
- 6.12 **Waiver.** No provision in this Agreement or the right to receive reasonable performance of any obligation in this Agreement shall be deemed waived,

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

CONSULTANT/CONTRACTOR

By: \_\_\_\_\_  
Tim Merlino, Superintendent, or Designee

By: \_\_\_\_\_  
Mary Goelz, RN - Director

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2015

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2015

Please sign, date, and return to Internal Accounting, ESD 112, 2500 NE 65 Avenue, Vancouver, WA 98661-6812 prior to date(s) of service. A countersigned copy will be returned to you.

## ATTACHMENT A

### Responsibilities and Requirements of Prevention/Intervention Specialist

- Provide the Project SUCCESS Prevention Education Series or Approved Prevention Curriculum to one grade level in the district annually.
- Participate in community prevention planning, including school-wide activities. Attend Wellspring community coalition meetings monthly.
- Coordinate work with the Intervention staff member, making referrals for intervention services and supporting case management efforts
- Coordinate Prevention Club activities in the Middle School and High School
- Coordinate one parent awareness event during the school year
- Enter prevention activities into RMC online data system by the 5<sup>th</sup> of each month.

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

Consultant/Contractor 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*
<p><i>Provide qualified community prevention professional for the position of student assistance prevention specialist to the Ocean Beach School District for up to 720 hours of service using the best practice Project SUCCESS program. See attachment A for additional responsibilities and requirements of the position.</i></p> <p><i>See attachment A for additional responsibilities and requirements of the P.I. position.</i></p>	<p><i>N/A</i></p>	<p><i>September 1, 2015 – June 30, 2016</i></p>	<p><i>The Rate of reimbursement shall not exceed \$36.90 per hour. This hourly rate will include staff salary, benefits, travel, supervision and office supplies. The total contracted services shall not exceed <u>TWENTY SIX THOUSAND FIVE HUNDRED SIXTY EIGHT DOLLARS (\$26,568.00)</u></i></p>

**\* FINAL INVOICE MUST BE RECEIVED BY July 15<sup>th</sup>, 2016. FAILURE TO SUBMIT THE FINAL INVOICE WITHIN THIS TIMELINE WILL RESULT IN CONSULTANT/CONTRACTOR NOT BEING PAID FOR SERVICES AND EXPENSES THAT ARE SUBJECT TO A FINAL INVOICE.**

The cost identified above is the amount ESD will pay for the services Consultant/Contractor is providing. In addition to the above cost, ESD will provide the following materials, supplies, print or copy services and will reimburse the Consultant/Contractor for the following expenses (reimbursable):

\$0 - the cost/fee identified above is inclusive of all costs and expenses

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

**ADDENDUM B**

**INSURANCE REQUIREMENTS**

Consultant/Contractor shall provide the insurance coverage identified below, which shall remain in full force and effect for the entire term of this Agreement. The intent of the required insurance is to protect the ESD should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Consultant/Contractor or its subcontractors, agents, officers or employees, while performing under the terms of this Agreement.

**[X] Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity in an amount not less than \$1,000,000 per occurrence.

If ESD approves use of a subcontractor, Consultant/Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

**[ ] Automobile Liability.** In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or un-owned by the Consultant/Contractor, automobile liability insurance shall be required. Provide automobile liability in an amount not less than \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**[ ] Errors and Omissions.** Provide an Errors and Omissions Liability Insurance Policy protecting against professional errors and omissions in an amount not less than \$1,000,000.

The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name ESD, its agents and employees as additional insured's under the insurance policy/ies.

All policies shall be primary to any other valid and collectable insurance. Consultant/Contractor shall instruct the insurers to give ESD thirty (30) calendar days advance notice of any insurance cancellation.

Consultant/Contractor shall, within fifteen (15) calendar days of the date this Agreement is signed, provide ESD a certificate of insurance that outlines the coverage and limits defined above and listing ESD as an additional insured. Consultant/Contractor shall submit renewal certificates as appropriate during the term of the contract.

**LICENSING AND RELATED REQUIREMENTS**

Consultant/Contractor shall provide *W-9, proof of insurance, certification and Appendix A*

Consultant/Contractor certifies the Consultant/Contractor is filing a schedule of expenses with the Internal Revenue Services, has established an account with the Washington State Department of Revenue (if a resident of WA State) and/or other appropriate state and/or local taxing agencies, is maintaining a separate set of records for Consultant's/Contractor's business and is meeting all reporting requirements, is complying with federal statutes and executive orders and is not on the federal Excluded Parties List Report (located on the Web at <http://epls.arnet.gov/News.html>).

All payment ESD makes to Contractor/Consultant will be subject to 1099 reporting.

ADDENDUM C  
FEDERAL FUNDS DISCLOSURE AND REQUIREMENTS

**Certification Regarding Adherence to Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 C.F.R. §200) under the Office of Management and Budget (OMB)**

**Certification Regarding Disbarment, Suspension, Proposed Debarment, and Other Responsibility Matters**

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

As a recipient of federal funds, ESD must comply with cost principles under Uniform Administrative Requirements, which establishes principles and standards for determining allowable costs for federal awards, carried out through grants, cost reimbursement contracts and other agreements. Consultant/Contractor agrees to follow cost principles under Uniform Administrative Requirements and to comply with any request by ESD related to ESD’s obligations to comply with OMB’s Administrative Requirements under the award identified above.

Contract recipient further 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 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 has relied in entering into this Agreement. Should ESD 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.

Certification:

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*