

AGREEMENT FOR INDEPENDENT SERVICES

BETWEEN

Educational Service District # 123
 (Hereinafter referred to as ESD 123)
 3918 W Court St., Pasco, WA 99301
 Contract Manager: Samantha Bowen
 (509) 544-5753 FAX (509) 544-5795

AND

Walla Walla County Health Department
 (Hereinafter referred to as Agency)
 314 W. Main/PO Box 1753, Walla Walla, WA 99362
 Project Contact: Vikki Davis, RN BSN
 (509) 524-2667

In consideration of the promises and conditions contained herein, ESD 123 and Agency do mutually agree as follows:

DUTIES OF THE AGENCY, EFFECTIVE DATE, AND DURATION

Agency shall perform the following duties to the satisfaction of ESD 123 or its designee:

- A. General objective(s) of this contract shall be: **to address the objectives of the Department of Early Learning Infant Toddler Regional Systems and Services Project, as outlined in Southeast Washington Regional Service Model (attached).**
- B. Agency will do the following in order to accomplish the general objectives: **Implement a new regional service model which provides interdisciplinary consultation services to child care providers serving infants and toddlers. These services will be provided based on assessed need up to \$7,700.00.**
- C. Agency will complete any additional reporting required by this contract.
- D. Following its approval by the Superintendent of ESD 123, this agreement shall commence and be effective for the period beginning 07-01-2012 and ending 6-30-2013 with the exception of Sections III and V on page 2, which will continue to bind the parties, their heirs, and successors.
- E. Agency will submit a monthly billing using the Independent Services Claim Form supporting the performance of services. The billed amount shall be based on the actual costs of performing the services including direct and indirect costs. A detailed expense report along with a report showing the total hours shall accompany the Independent Services Claim Form.
- F. Monthly claim forms and supporting documentation shall be mailed to:

Educational Service District 123
 Attn: Samantha Bowen
 3918 Court St., Pasco, WA 99301

DUTIES OF ESD 123 BOARD

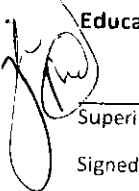
In consideration of the Agency's satisfactory performance of the duties set forth herein and submission of a properly completed claim form, ESD 123 shall compensate Walla Walla County Health Department as shown below:


Contract Fees	Description of Service	Total
Direct Consultation Services	Provide a minimum <u>56</u> hours of direct consultation services, including pre/post activities related to implementation of regional service model providing interdisciplinary consultation services to child care providers serving infants and toddlers. May include indirect costs for supporting the implementation of the regional service model as described, not to exceed 12%.	Maximum consideration of \$5,700.00
Professional Development	Training, team meetings, and staff development related to the implementation of the regional service model. (FCERS/ITERS Training, Project Related Meetings & Provider Recruitment)	Lump sum \$2,000.00
Total		\$7,700.00

3480.27

Budget Account Code

In witness whereof, the Superintendent of ESD 123 and Agency have read, understand, and executed this entire agreement.

Educational Service District 123

 Superintendent
 Signed this 24th day of August 2012

Walla Walla County Health Department

 Date 9/10/12
 Federal Tax ID No. 91-6001381
 Business License No. UBI 363 006 535 000 State WA

Original copy to be signed and returned to ESD 123 Business Office prior to the commencement of services.

(See Sections XI and XII on reverse for information on backup withholding certification and explanation of option to void.)

I. PAYMENTS

- A. All payments to the Agency shall be conditioned upon:
1. Submission of detailed invoices which support that performance has been rendered for which payment is requested and
 2. Performance is to the satisfaction of ESD 123 or its designee, provided that approval shall not be unreasonably withheld.
- B. Interim payments during the contract are allowed as specified.
- C. Any data specified herein for payment(s) to Agency shall be considered extended as necessary to process and deliver a warrant for the amount(s). Such extension will be not greater than forty-five (45) days following completion of the service and receipt of an appropriate invoice, whichever occurs later.

II. 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.

III. OWNERSHIP OF WORK PRODUCTS AND RESTRICTION AGAINST DISSEMINATION

If the Agency is required by this Contract to develop a concept or product for ESD 123, then all correspondence, papers, documents, reports, files, film work products (inclusive of intellectual concepts and properties), and all copies thereof which are received or developed by the Agency and Agency's employee(s) and agent(s) in the course of performing, or as incident thereto, Agency's duties pursuant to the agreement shall, immediately upon receipt, preparation, or development, become the exclusive property of ESD 123 in perpetuity for any and all purposes. All items described above shall be provided to and left with the ESD 123. When ESD 123 obtains such rights, the Agency and Agency's employees and agent(s) shall not, without prior written approval of ESD 123, either during the term of this agreement or at any time thereafter, directly or indirectly disclose or give to any person, firm, partnership, corporation, agency or political subdivision; any state or federal government; 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 contracted duties hereunder, for any purpose or reason.

IV. INDEMNIFICATION

Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of Agency or its employee's(s') or agent's(s') performance or failure to perform duties pursuant to the agreement, shall be the Agency's sole obligation and the Agency shall indemnify and hold harmless the ESD 123 in full for any and all such acts or failures to act on the part of the Agency or its employee(s) or agent(s).

V. MALPRACTICE INSURANCE

All Agencies providing services to minors must have valid malpractice insurance coverage. Upon request by ESD 123, Agency must be able to show evidence of such coverage.

VI. TERMINATION

This agreement may be terminated by ESD 123 or any designee thereof at any time, with or without reason, upon written notification thereof to the Agency. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by Agency 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 Agency by mail or other means at an earlier date and/or time. In the event of termination by ESD 123, Agency shall be entitled to an equitable proration of the total compensation provided herein for uncompensated services which have been performed as of termination and to the reimbursement of expenses incurred as of termination, but solely to the extent such expenses are reimbursable pursuant to the provision of the agreement.

VII. VERBAL AGREEMENTS

This written agreement constitutes the mutual agreement of Agency and ESD 123 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.

VIII. APPLICABLE LAW

This agreement shall be governed by the laws of the State of Washington. Venue for this contract will be Franklin County of the State of Washington.

IX. NONDISCRIMINATION

No person shall on the grounds of race, creed, color, national origin, marital status, handicapping condition or sex be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any activity performed pursuant to this agreement.

X. CONFLICT OF INTEREST

Neither the Agency nor Agency's employee(s) shall perform any duty pursuant to this agreement in which duty he/she may have participated as an employee of the ESD 123.

XI. FEDERAL BACKUP WITHHOLDING INFORMATION/OPTION TO VOID

The Agency certifies to ESD 123 that the Agency is not subject to backup withholding (20% of the gross proceeds of this contract) under section 3406 (a)(1)(c) of the internal revenue code. The Agency agrees to notify ESD 123 in writing if this information is not true. If, at a time it is determined that the Agency is subject to backup withholding, this contract is voidable, in its entirety or partially, at the option of ESD 123.

XII. AGENCY'S SIGNATURE

Agency and/or Agency's employee(s) or agent(s) signing this document certifies that he/she is the person duly qualified and authorized to bind the Agency so identified to the foregoing agreement, and under penalty of perjury certifies the federal tax identification number provided is correct.