

KPHD 2296

**CONTRACT BETWEEN
OLYMPIC EDUCATIONAL SERVICE DISTRICT 114
HEAD START/ECEAP/EARLY HEAD START PROGRAMS**
(hereafter referred to as OESD 114)

AND

Kitsap Public Health District
(hereafter referred to as Contractor)

345 6th Street, Suite 300 Bremerton, WA 98337
(street address) (city - state - zip)

This contract is for the purpose of providing professional services, training, and technical assistance appropriate to the needs of Head Start, Early Childhood Education and Assistance Program (ECEAP), and Early Head Start staff and enrollees, including Public Health Nurse support to the Early Head Start Home Based services to 44 eligible families. The Parties agree to abide by all terms and conditions established in the Contract including appendices and attachments.

GENERAL PROVISIONS

Effective Dates

This contract start date is November 1, 2022 or the date of execution by the Parties (whichever is later) and remains in effect until October 31, 2023.

Billing and Payment

Contractor will be paid for all agreed upon expenses expressly authorized in the Contract. Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination.

OESD 114 shall compensate Contractor by paying:

- Actual salary, benefit and indirect costs in effect when the work was completed.

Billing shall be done monthly with a final invoice submitted by November 30, 2023. Invoices received after the 15th of the month may not be paid until the following month. OESD 114 billing address is: Olympic ESD 114, Accounts Payable, 105 National Avenue N, Bremerton, WA 98312 or acctspayable@oesd114.org.

Total Contract amount: not to exceed \$54,750.00.

Contract and Director Representatives

OESD 114 and Contractor will each have a Contract Representative and a Director Representative. The Parties may change representatives upon providing written notice to the other party. The Parties' representatives are as follows:

Contract Representative for Contractor is: Yolanda Fong, Director of Community Health, 345 6th Street, Suite 300, Bremerton, WA 98337. Phone: (360) 728-2275.

Director Representative for Contractor is: Keith Grellner, Administrator, 345 6th Street, Suite 300, Bremerton, WA 98337. Phone: (360) 728-2284.

Contract Representatives for OESD 114 are: Maggie Healy, Early Head Start Program Manager (360) 782-5092 and Erin Schafer, Health Program Manager (360) 478-6877, 105 National Avenue N, Bremerton, WA 98312.

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Director Representative for OESD 114 is: Kristen Sheridan, Director, Early Learning Department, 105 National Avenue N, Bremerton, WA 98312. Phone: (360) 405-5842.

Source of Funding

Reimbursement for Head Start and Early Head Start is subject to funding from the Department of Health and Human Services (DHHS), Administration for Children and Families, Office of Head Start. Funding from DHHS may be reduced or suspended by DHHS. The Catalogue of Federal Domestic Assistance (CFDA) number for federal funds is 93.600. ECEAP funds are state funds and not subject to federal requirements.

Use of Federal Funds

Contractor shall certify that no federal funds payable under this Contract will be paid by or on behalf of Contractor, to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of Member of Congress in connection with the awarding of a federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.

Independent Contractor

Contractor's services will be furnished by Contractor as an independent contractor and not as an employee or agent of OESD 114.

Termination

Either party may terminate this Contract in whole or in part with 30 days written notice to the other party. In that event, the OESD 114 will pay Contractor for all such costs incurred by Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.

If funding for the underlying project is withdrawn, reduced or limited in any way after the Contract is signed, OESD 114 may summarily terminate the Contract.

If for any reason, either party does not fulfill in a timely and proper manner its obligations under this Contract, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Contract may be terminated immediately by written notice of the aggrieved party to the other.

Amendments and Changes in Work

In order to be effective, any contract renewal, amendment or modification must be in writing and signed by both parties. Work under an amendment or modification may not commence until the contract renewal, amendment or modification has been approved by OESD 114.

Contractor's Agreement to Indemnify, Defend, and Hold Harmless

Contractor shall indemnify, defend (by counsel acceptable to Landlord), and hold harmless the OESD 114 and its Superintendent, Board members, officers, employees, and agents (collectively "OESD 114") from and against any and all claims, damages, demands, actions, lawsuits, liens, liabilities, penalties, fines, or other such proceedings including, without limitation, for personal injuries, loss of life, or property damage (collectively "Claims"), and shall pay all costs and reasonable attorney's fees incurred in the defense thereof, for any Claim arising from, resulting from, related to or connected with services performed or to be performed under this agreement by Contractor, its officers, employees, agents, representatives, or subcontractors of any tier to the fullest extent permitted by law, provided that Contractor shall not be liable to the OESD 114 if and to the extent such Claims arise out of the gross negligence or willful misconduct of the OESD 114. Solely for the purpose of effectuating the indemnification obligations under this Lease, and not for the benefit of any third parties (including but not limited to employees of Contractor), Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW.

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Records Maintenance and Ownership

Contractor shall maintain and/or submit records as described in Contractor Responsibilities. OESD 114 shall retain ownership of all family and child records including attendance records, monitoring forms, lesson plans, individual learning plans, completed assessments, and other reports.

Equipment Ownership

Title to equipment and supplies acquired under this Contract shall vest, upon acquisition, in the Contractor except for loaned equipment.

Audits

An annual audit shall be required for all program funds awarded under this Contract, with the exception of funds awarded to privately owned child care businesses. The audit shall be conducted by the Office of State Auditor, or an independent Certified Public Accounting firm selected by Contractor. Contractor shall be responsible for any audit exceptions incurred by its own organization.

Governance

This Contract is governed by all applicable state or federal laws. The provisions of this Contract shall conform to those laws. In the event of an inconsistency in the terms of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of Contractor and OESD 114 responsibilities; and
- c. any other provisions of the Contract.

Assignment

Contractor will perform under the Contract using only its employees or agents. Contractor's obligations and duties under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior written consent of OESD 114.

Severability

If any provision of this Contract shall be held invalid by a court, such invalidity shall not affect the other provisions of the Contract. If any provision of the Contract conflicts with any applicable law, the provision will be deemed inoperative to the extent it does not conform to statutory requirements.

All Writings Contained Herein

This Contract contains all terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

Disputes

In the event that a dispute arises under this Contract, Contract Representatives for each party shall first attempt to resolve the dispute in the following manner: review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. If a determination acceptable to both parties is not made, the dispute will be referred to the Director Representatives to resolve. If a determination acceptable to both parties is not made, the Director Representatives shall mutually select a mediator to assist in seeking a determination. The mediator's determination shall be final and binding on the Parties hereto.

Insurance

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, their agents, representatives, employees or subcontractors. The insurance coverage will be at least 2 million dollars per occurrence for commercial general liability and automobile liability. Contractor's insurance will be primary to all other applicable coverage. Contractor will provide OESD 114 with a certificate of insurance evidencing coverage and naming OESD 114 as an additional insured for commercial general liability insurance.

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Statutory and Regulatory Compliance

Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, guideline and standards applicable to any service provided pursuant to this Contract.

Nondiscrimination

The Parties hereto shall not discriminate against anyone in providing services under this Contract on the grounds of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans' status, or the presence of any sensory, mental or physical handicap.

Americans with Disabilities Act

OESD 114 agrees to comply with all provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.

Drug Free Workplace

Contractor will maintain a drug-free work place.

Confidentiality

Contractor and its employees will maintain the confidentiality of all information provided by OESD 114 or acquired by Contractor in performance of the Contract, except upon the prior written consent of OESD 114 or when disclosure is required or authorized by law or is required in the course of audit. Contractor will promptly notify OESD 114 in the event Contractor receives a demand or request for such information.

Choice of Law, Jurisdiction and Venue

Any action at law or other judicial proceeding arising out of the Contract will be instituted and maintained only in a court in Kitsap County, Washington.

Notices

Any notices will be in writing and delivered to the contract representative in person, by regular mail, or electronic format and will become effective upon the date of receipt.

Appendix A

The Certification Regarding Debarment, Suspension and Other Responsibility Matters-Primary Covered Transactions and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions (to be supplied to lower tier participants) form is incorporated into this Contract.

Exhibit A

COVID-19 vaccination declaration.

CONTRACTOR RESPONSIBILITIES

Head Start, ECEAP, and Early Head Start

1. Provide training to OESD 114 Head Start, ECEAP, and/or Early Head Start staff such as:
 - Risk of tobacco use
 - Substance abuse prevention
 - Health Care Institute
 - Health Services
 - SIDS/Safe Sleep/Shaken Baby Syndrome
 - Post-partum/parental depression
 - Pediatric and public health issues as agreed upon with the OESD 114 Health Program Manager
 - Other topics as requested
2. Maintain membership on the OESD 114 Health Advisory Committee to assist with formulation of health policies and procedures.

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3. Conduct classroom Health and Safety Observations. See Appendix B, OESD 114 Head Start/ECEAP/Early Head Start Classroom List. The list is subject to change. Contractor will be notified as needed.
4. Supply health education materials for classroom and parent education as requested by the OESD 114 Health Program Manager.
5. Attend trainings as requested.
6. Attend and participate in program self-assessments and all federally required reviews.
7. Contribute up to 25% in-kind match in non-federal in-kind or cash for Early Head Start funds only and complete the In-Kind Documentation Form with requested supporting documentation.
8. Provide health consulting as needed during the course of the Contract.

Early Head Start, Early Head Start Child Care Partnership and Head Start Home Visiting

1. Collaborate with OESD 114 staff to recruit and provide services to support Early Head Start.
2. Work with OESD 114 to recruit and enroll children with disabilities.
3. Provide office space (if available) at the Health District for 4 home visitors providing Early Head Start services to 44 families.
4. In collaboration with the OESD 114 Early Head Start staff, meet Head Start performance standards.
5. Attend and participate in Family Staffing meetings twice a year as requested by OESD 114 Early Head Start Program Manager.
6. Provide monthly Infant/Toddler Nurse Consultation (minimum of one hour per month) to Discovery Early Head Start and Olympic College Early Head Start when infants are present or as required.
7. Provide infant/toddler nurse consultation for each home visitor socialization team twice a year.
8. Collaborate monthly with Early Head Start/Head Start Home Based Coordinator Assistants regarding home based services.
9. Provide additional consultation as needed to the child care programs upon request which may include but is not limited to: infant/toddler health care policies and procedures staff training, parent information, infant/toddler care practices, and linkages to community resources.
10. OESD 114 and the nurse consultant will mutually agree upon dates for consultation services and training for the Discovery Early Head Start Learning Lab and coordinate activities to ensure compliance with this Contract.
11. Coordinate services available to enrolled prenatal families to include:
 - Participation in multidisciplinary team meeting with OESD 114 staff.
 - Identification of services OESD 114 prenatal families are receiving from Contractor.
12. Attend meetings and trainings as requested by Early Head Start Program Manager or Coordinator Assistants.
13. Screen for post-partum depression when processing referrals for expecting parents and provide follow-up regarding concerns or recommendations when appropriate.

OESD 114 RESPONSIBILITIES

1. Provide copies of Head Start and ECEAP Performance Standards, Administrative Regulations and forms and samples of record keeping systems to ensure compliance with Head Start and ECEAP guidelines.
2. Collaborate to ensure compliance with Washington Administrative Code (WAC).
3. Provide access to mental health services, nutrition services, and taxi services or bus passes used by enrolled families in order to participate in group socializations, meetings or trainings provided by OESD 114.
4. Provide training to home visitors and Public Health Nurse as needed or required.
5. Provide joint consultation between OESD 114 Early Head Start staff and the Public Health Nurse.
6. For the Early Head Start Home Visitors housed with Contractor,
 - Provide technical assistance to the Early Head Start home visitors through document support, observation of home visits, socializations, and during clinical consultation.
 - Provide supplies, laptops and other electronics to support the work of the home visitors.
7. Collaborate with Contractor staff to provide services to enrolled families.

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8. Provide Contractor (Public Health Nurse) with OESD 114 program information such as classroom contacts, training schedule, Direct Service Team (DST) schedule, family staffing schedule, Health Advisory Committee meeting dates and notice of upcoming events.

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IN WITNESS THEREOF, OESD 114 and Contractor have executed this Agreement.

CONTRACTOR

Who certifies that he/she is the person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement and under penalty of perjury, certifies the Social Security Number or Federal Identification Number provided is correct.

11/2/2022

Date _____

DocuSigned by:
Keith Grellner
Keith Grellner, Administrator

Check appropriate box:

- Individual/Sole Proprietor
- Corporation
- Partnership
- Limited Liability Company
- Other _____

Address (number, street and apt. or suite #)

City, state and zip code

Reviewed By:

- Yolanda Fong
- Nancy Acosta
- Jan Wendt
- Melissa Laird
- April Fisk

EDUCATIONAL SERVICE DISTRICT 114

DocuSigned by:
Dr. Aaron Leavelle

Dr. Aaron Leavelle, Superintendent

11/8/2022

Date _____

OESD 114 USE ONLY

- Kristen Sheridan
Director, Early Learning Department
- Susan Jung Lathrop
Asst Superintendent, Teaching & Learning
- Tina Schulz
Executive Assistant to the Superintendent

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APPENDIX A

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

The Contractor certifies to OESD 114 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

By signing and submitting this contract, the contractor, defined as the primary participant in accordance with 45 CFR 76 certifies to the best of his or her knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any Federal Department or agency;
- (b) Have not within a 3-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

The inability of a person to provide the certification required above will not necessarily result in denial of participation in this agreement. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. OESD and the Federal agency will determine whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The prospective primary participant agrees that by submitting this proposal, it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided below without modification in all lower tier covered transactions.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS
(TO BE SUPPLIED TO LOWER TIER PARTICIPANTS)**

By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR, Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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(b) Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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APPENDIX B

OESD 114 Head Start/ECEAP/Early Head Start Classroom List

(Subject to change based on program needs)

Head Start

Bud Hawk Elementary at Jackson Park
Esquire Hills Elementary
Madrona Heights Elementary
Wofle Elementary

ECEAP

East Port Orchard Elementary
Givens Community Center
Green Mountain Elementary
Manchester Elementary
Olalla Elementary
PineCrest Elementary
Woodlands Elementary
Theler Early Learning Center

Early Head Start Child Care Partnership

Discovery Alternative High School Center

Early Head Start

Early Head Start Home Visitors

Head Start

Head Start Home Visitors

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Exhibit A

I declare under penalty of perjury under the law of Washington that the foregoing is true and correct:

1. I and/or my organization have obtained a copy of or visually observed proof of full vaccination against COVID-19 for every current employee who is subject to the vaccination requirements under [Proclamation 21-14.1](#);
2. I and/or my organization will obtain a copy of or visually observe proof of full vaccination against COVID-19 for every employee hired after October 18, 2021 who is subject to the vaccination requirements under [Proclamation 21-14.1](#); and
3. I and/or my organization follow the requirements described in [Proclamation 21-14.1](#) for granting medical and religious accommodations to my current and future employees.

Signed:

Bremerton, WA

At _____
(City or other location, and state or country)

Keith Grellner

(Printed name)

DocuSigned by:

Keith Grellner

(Signature)