

Professional Services Contract
Clark County Contract HDC.720

THIS AGREEMENT, entered this 1st day of July 2015, by and between CLARK COUNTY PUBLIC HEALTH, after this called "County," a political subdivision of the State of Washington, and Zena Edwards, MS, RD, after this called "Contractor."

WITNESSETH

WHEREAS, County is in receipt of funding to target sodium reduction and chronic disease in worksite cafes in Clark County through the Federal Sodium Reduction in Communities grant; AND

WHEREAS, County seeks a consultant that has the expertise to provide technical assistance to local worksite and restaurants to implement behavior economic strategies that will enhance the selection of lower sodium foods; AND

WHEREAS, the contractor is a Master of Science in Human Nutrition and is also a registered dietician and has the culinary expertise to provide the professional services required and will fully comply with the provisions of this Agreement, including the scope of services; AND

WHEREAS, the contractor has been chosen through an informal solicitation, RFA 4572, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Subaward Identification. Federal regulations require subaward agreements be clearly identified as such in the agreement and data elements that identify the agreement as a subaward of a Federal agency award be included. The required data

elements for this agreement is included in Exhibit "B", Federal Grant ID Information, attached hereto and incorporated herein as Exhibit "B".

2. Services. The Contractor shall perform services as follows:

A. Generally: To provide professional services for Clark County and to perform those services more particularly set out in the attached Statement of Work, attached hereto and incorporated herein by this reference as Exhibit "A".

3. Time. The contract shall be deemed effective beginning August 1, 2015, through September 30, 2016. The contract may be extended upon the mutual written consent of both parties for two (2) one (1) year periods.

4. Compensation. County shall pay the Contractor for performing said services net 30 days upon receipt of a written invoice according to the Cost Outline section of the Statement of Work attached hereto and incorporated herein as Exhibit "A", according to the following:

A. Fees paid Contractor shall be at \$75.00 per hour

B. Mileage (Round trip Olympia-Vancouver)

235 miles @.575 times 14 months = \$1,891.75.

C. Total compensation shall not exceed \$18,000.00 without the mutual written consent of both parties.

5. Termination. The County may terminate this contract immediately upon any breach by Contractor in the duties of Contractor as set forth in contract. The waiver by the County of one or more breach shall not be held or construed as a waiver of any subsequent breach or breaches. Further, County may terminate this contract upon

immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.

6. Independent Contractor. The Contractor shall always be an independent contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

7. Monitoring Cooperation Contractor agrees to allow the County and its auditors or their designees to have immediate access to all records and the financial statements related to this agreement and/or service performed under this agreement, as required by the Code of Federal Regulations, 2 CFR 200.331(5). This shall include contracts and agreements Contractor has with other entities in fulfillment of this Contract.

8. Indemnification / Hold Harmless. The Contractor does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily

injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the County.

9. Wage and Hour Compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

10. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is not or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

11. Contract Documents: Contract documents consist of this agreement, Exhibit "A", Statement of Work and Exhibit "B", Federal Grant Data Information. Where provisions of the contract and provisions of the Request for Quote or the quote are inconsistent, the provisions of the contract shall be controlling.

12. Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.

13. Changes: County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be incorporated in the written amendments to the agreement.

14. Public Records Act: Notwithstanding the provisions of this Agreement, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer.

15. Governing Law. This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.

16. Confidentiality. All information obtained by the contractor shall remain confidential and shall be maintained in accordance with the Health Information Portability and Accountability Act.

17. Debarment or Exclusion. The Contractor shall not employ any person nor contract with any person or entity that is excluded from participation in federally funded (in whole or in part) agreements, in accordance with 42 CFR Part 76 or who are debarred, suspended, declared ineligible or voluntarily excluded. The Contractor and any subcontractors must comply with federal law and must not knowingly have a director, officer, partner or person with a beneficial ownership of the Contractor's equity, or an employee, contract or consultant who is significant or material to the provision of services under this contract, who has been or is affiliated with someone who has been, debarred, suspended or otherwise excluded by any federal agency. The Contractor shall maintain evidence of compliance in personnel files or with subcontractor's documents. The Contractor shall certify compliance with this provision to the County prior to the term of this agreement, including certification of compliance of any other parties listed above with a beneficial ownership or a party significant to the provision of services under this agreement. The Contractor shall provide the full names of these parties to the County along with certification of compliance prior to the start of this contract.

18. Anti-Terrorism Sanctions. In accepting these funds, Contractor confirms that its organization complies with all US anti-terrorism laws and regulations, including Executive Order 13224 and the Global Terrorism Sanctions regulations set forth in 31 CFR Part 594.

19. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or

degree with the performance of services hereunder. This Contract further covenants that in the performance of this agreement, no person having such interest shall be employed.

20. Consent and Understanding. This agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, agreement, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

21. Severability. If any provision of this agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

22. Insurance. The Contractor shall provide to Clark County prior to the term of this Agreement, current certificates of insurance which will be in the form of an ACORD Certificate(s), and shall assure that Clark County is listed as an additional insured, and shall include; commercial general liability insurance in the amount of \$1,000,000.

IN WITNESS THEREOF, County and the Contractor have executed this agreement on the date first above written.

Approved:
ZENA EDWARDS, MS, RD

Approved:
CLARK COUNTY MANAGER

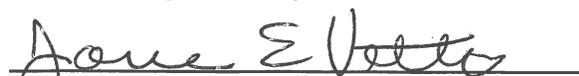


Zena Edwards, MS, RD



Mark McCauley

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK
Prosecuting Attorney



Jane Vetto, Deputy Civil Prosecutor

Exhibit A Statement of Work

Clark County Public Health (CCPH) seeks to promote health and reduce the risk of chronic disease by encouraging policies, systems and environments that support healthy eating, including the adoption of behavior economics practices in worksite cafe settings. To this end, CCPH is providing technical assistance to local worksite and restaurants to implement behavior economic strategies that will enhance the selection of lower sodium foods.

Contractor will assist CCPH and local worksites cafes in implementing behavior economic strategies that encourage the consumption of healthier food and beverage choices, including lower sodium foods. The project scope will include the following steps:

- Research examples of successful behavioral economic strategies, emotion-based messages, and persuasion principals that impact consumer choices in cafeteria settings.
- Conduct a site visit(s) of participating cafes to evaluate current layout and customer flow during meal times.
- Facilitate a meeting with worksite café decision makers to discuss practices, opportunities, and barriers to implementing changes.
- Create a follow-up “recommendation” report(s) to provide specific, relevant feedback to worksite café staff and leadership. Report will cite behavioral economic strategies, emotion-based messages, and persuasion principal research to support recommendations. Recommendations will be presented in a staged approach to include both “quick wins” and long term strategies based on readiness and opportunities.

- Work with operators to identify specific goals and following up with them for support and to track progress.
- Conduct an interactive training(s) for cafeteria staff on implementation of behavior economic strategies when requested. Training will utilize adult-learning theory.
- Conduct a follow up site visit(s) to document implemented changes. Evaluation will include both qualitative and quantitative methods.

Deliverables	Due Date
Facilitate a pre-assessment interview with CCPH to learn about cafes current efforts and requested TA	As needed, two weeks prior to site visit, per site
Conduct an on-site site visit to assess the café environment and formulate recommendations	As needed, observe at least one meal service, per site
Compile a report of findings and recommendations, cite relevant supporting research	As needed, within one month of site visit, per site
Provide training to food service staff to help with successful implementation of behavioral economics recommendations	As needed, per site
Follow up site visit to document implemented changes	As needed, per site
Submit final report	August 30, 2016
Submit final detailed invoice	September 15, 2016

Cost Outline

Capital equipment, rental car expenses, and telephone charges are excluded from allowable expenses.

Consulting Fee	\$75.00 per hour
Mileage Reimbursement	RT Olympia to Vancouver (235 miles) x 14 months \$1,891.75
Total Compensation Not to exceed	\$18,000.00

**Exhibit B
Federal Grant ID Information**

1. Federal Award Identification Number (FAIN): **1U58DP004928-01, FFY13 CDC Sodium Reduction in Communities**
2. Federal Award Date: **September 30, 2013**
3. Subrecipient name: **Dept of Health (DOH) Contract C16880-12**
4. Subaward Period of Performance Start and End Dates: **July 1, 2015 to August 30, 2015**
5. Amount of Federal Funds Obligated to the subrecipient: **\$73,125**
6. Total Amount of the Federal Award: **\$292,500**
7. Federal award project description, required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): **The purpose of this work is to provide funding for improving food environments in non-chain restaurants and large worksites by implementing sodium reduction interventions.**
8. Name of Federal awarding agency, pass-through entity, and contact information for awarding official: **Centers for Disease Control and Prevention (CDC)**
9. CFDA Number and Name: **93.082, Sodium Reduction in Communities**