



JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street • Port Townsend • Washington • 98368
www.jeffersoncountypublichealth.org

June 9, 2011

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jean Baldwin, Director

DATE: July 11, 2011

SUBJECT: Agenda Item – Professional Services Contract - C2 Associates;
March 28, 2011 – June 30, 2011; \$3,100

STATEMENT OF ISSUE:

Jefferson County Public Health, Developments Disabilities Division, is requesting Board approval of the Professional Services Contract - C2 Associates; March 28, 2011 – June 30, 2011; \$3,100

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

This contract allows the Contractor to provide services by conducting comprehensive onsite Program Evaluations; i.e. Regulatory Oversight Compliance and Safety Issues, Contractual Outcome Attainment Issues, Program Planning and Evaluation Issues, Health Safety and Individual Rights Issues.

The Contractor will work with the DD Coordinator on developing the DD Community Forum, the DD Provider Retreat, the DD Advisory Board Retreat and creating the Jefferson County Developmental Disabilities Comprehensive Plan.

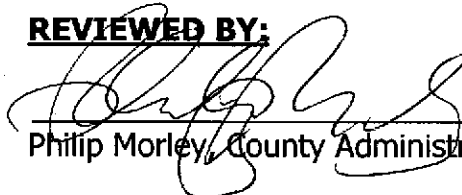
FISCAL IMPACT/COST BENEFIT ANALYSIS:

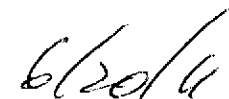
This contract is funded through DSHS, Developmental Disabilities Program. This contract is listed in the budget under Community Information and Education.

RECOMMENDATION:

JCPH management request approval of the Professional Services Contract - C2 Associates; March 28, 2011 – June 30, 2011; \$3,100

REVIEWED BY:


Philip Morley, County Administrator


Date

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
JEFFERSON COUNTY
AND
C2 ASSOCIATES**

This agreement is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as "the County" and C2 Associates hereinafter referred to as "the Contractor" in consideration of the mutual benefits, terms, and conditions hereinafter specified.

Section 1. **Designation**

The County, on behalf of the Jefferson County Public Health, the Developmental Disabilities Program, acting in compliance under the Contract with C2 Associates, in agreement with the terms and conditions of the Statement of Work hereby contracts with the Contractor to perform duties as described in **Exhibit A**.

Section 2. **Terms**

This agreement shall commence on March 28, 2011 and continue through June 30, 2011 unless terminated as provided herein. The agreement may be extended beyond June 30, 2011 upon mutual written consent of the County and the Contractor.

Section 3. **Scope of Agreement**

The Contractor agrees to perform the services, identified on **Exhibit "A"**

- A. The Contractor works for the Jefferson County Developmental Disabilities Program to support its goals and objectives.
- B. The specific duties of the Contractor are outlined in **Exhibit A**.
- C. The Contractor shall provide reporting detailed in **Section 10**.

Section 4. **Compensation**

The Contractor shall be paid by the County for completed work and for services rendered under this agreement as follows:

- A. Payment for the work provided by the Contractor shall be paid \$58.00 per hour plus expenses; up to \$39.00 a day for meals, up to \$175.00 a night for lodging, (receipt requested) for a total of \$3,100.00 in the completion of this project without express written amendment signed by both parties to this Agreement.
- B. The Contractor may submit invoices to the County for work completed to date. The County will review such invoices, and upon approval thereof, payment will be made to the Contractor in the amount approved.
- C. The total compensation to the Contractor is limited to the terms of this Agreement.
- D. The County will make final payment of any balance due the Contractor promptly upon its ascertainment and verification after the completion of the work under this agreement and its acceptance by the County.

- E. The Contractor records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
- F. Ownership and use of documents. The Contractor acknowledges and agrees that any and all work product directly connected and/or associated with the services rendered hereunder, including but not limited to all documents, drawings, specifications, writings, samples, reports, pictures and the like which the Contractor drafts, makes, conceives, develops in the performance of the service hereunder, either solely and/or jointly with the County shall be the sole and exclusive property of the County. The Contractor further acknowledges that such material shall be considered work for hire and the Contractor acknowledges the County's sole and exclusive right to such copyright, patent, trademarks, trade names and other intellectual property right claims for said materials. Other materials produced by the Contractor in connection with the services rendered under this agreement shall be the property of the County whether the projects for which they are made are executed or not. The Contractor shall be permitted to retain copies, including reproducible copies, of drawings, writings, samples, reports, and specifications for information, reference, and use in connection with Contractor endeavors. The Contractor agrees not to publish, submit for publication, display or otherwise use said material for any reason whatsoever, without the express written consent of the County.

Section 5. **Compliance with laws**

The Contractor shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.

Section 6. **Indemnification**

The Contractor shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, lawsuits, demands for money damages, losses or liability, or any portion thereof, including attorney's fees and costs, arising from any injury to person or persons (including the death or injury of the Contractor or damage to personal property) if said injury or damage was caused by the negligent acts or omissions of the Contractor.

Section 7. **Insurance**

The Contractor shall obtain and keep in force during the terms of the Agreement, or as otherwise required.

- A. Worker's compensation and employer's liability insurance as required by the State of Washington.
- B. Commercial Automobile Liability Insurance providing bodily injury and property damage liability converge for all owned and non owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence. Contractor shall provide proof of insurance to the County in care of Developmental Disabilities County Coordinator at Jefferson County Public Health, Developmental Disabilities Program, 615 Sheridan St. Port Townsend, WA 98368 prior to commencing employment.

Section 8.

Independence

The Contractor and the County agree that the Contractor is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. The Contractor shall not be entitled to any benefits accorded County employees by virtue of the services provided under this agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to employee.

Section 9.

Assignments and Subcontracting

The Contractor may sublet or assign any of the services covered by this agreement but only with the express written consent of the County.

Section 10.

Reporting

The Contractor will provide a monthly report to the County. The monthly report shall contain a brief summary of the work performed, relationship to the tasks identified in **Exhibit A** and the total hours worked. The monthly report shall be submitted to Jefferson County Public Health in care of the Developmental Disabilities County Coordinator, 615 Sheridan, Port Townsend, and WA 98368.

Section 11.

Termination

A. The County reserves the right to terminate this contract in whole or in part, without prior written notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.

B. This agreement may also be terminated as provided below:

1. With 14 days notice by the Board of County Commissioners for any Reason, or
2. With 14 days notice by the Board of County Commissioners for non-performance of the specific job duties in **Exhibit A**.
3. With 14 days notice by the Contractor by voluntary resignation.

Modification

Section 12.

This employment agreement may be modified at any time by written agreement of all parties

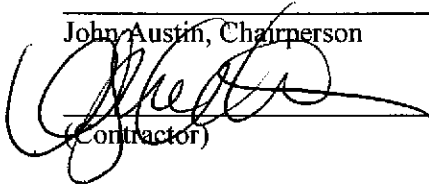
Section 13.

Integrated Agreement

This Agreement together with attachments or addenda represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral between the parties. This agreement may be amended only by written instrument signed by both County and Contractor.

Approved this _____ day of _____, 2011.
BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

John Austin, Chairperson



(Contractor)

ATTEST:

Clerk of the Board

APPROVED AS TO FORM ONLY:

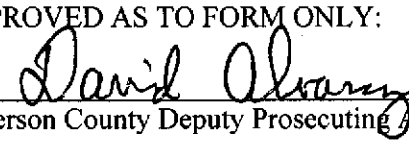
By:  6/20/11
Jefferson County Deputy Prosecuting Attorney

EXHIBIT A

Statement of Work

C2 Associates

I. WORK STATEMENT

The Contractor, will assist the DD Coordinator to conduct comprehensive onsite Program Evaluations, develop & co-facilitate the DD Community Forum, the DD Provider Retreat, the Advisory Board Retreat and co-create the Jefferson County Developmental Disabilities Comprehensive Plan.

II. PROGRAM DESCRIPTION

A. Tasks

1. The Contractor will conduct comprehensive onsite Program Evaluations; i.e. Contractual Outcome Attainment Issues, Program Planning and Evaluation Issues, Health Safety and Regulatory Oversight Compliance Issues, Individual Rights Issues. Other impressions and systems may be reviewed in an adjunct manner. Results of these Program Evaluations will be finished in a summary and/or data format and presented to the Jefferson County Coordinator.
2. The Contractor will work with the DD Coordinator on developing the DD Community Forum, the DD Provider Retreat, the Advisory Board Retreat and creating the Jefferson County Developmental Disabilities Comprehensive Plan.

B. Requirements

1. Provide technical assistance & consulting.
2. Phone meetings with the DD Coordinator to discuss progress when appropriate.

C. Reporting

1. Reports due with invoice/billing at the conclusion of each project.

D. Performance Standards

1. The Contractor shall provide services as defined in Tasks Section II. A above.
2. The Contractor will adhere to the Requirements as defined in Section II.C above.
3. The Contractor shall provide a bill for services with documentation when the work has been completed.