



JEFFERSON COUNTY PUBLIC HEALTH

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

May 15, 2012

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jean Baldwin, Director

DATE: June 25, 2012

SUBJECT: Agenda Item – Professional Services Agreement – Concerned Citizens for the Birth – 3 Years Program; January 6, 2012 – June 30, 2012; \$858.00

STATEMENT OF ISSUE:

Jefferson County Public Health, Developmental Disabilities Division, is requesting Board approval of the Professional Services Agreement – Concerned Citizens for the Birth – 3 Years Program; January 6, 2012 – June 30, 2012; \$858.00

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

This agreement provides for educational and therapeutic services for South Jefferson County families and their children age birth to three suspected of having a developmental delay or a disability. Individualized education plans (IEP or IFSP's) are designed to meet the developmental needs of each eligible infant or toddler while meeting the needs of the family related to enhancing the infant or toddler's development. Each IFSP contains parent planned priorities and outcomes for each child. Each contains goals and objectives as well as evaluative and documentation tools for intervention service and funding sources.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

This is a fee for service contract and will fund up to three children per month. This agreement is a subcontract through the biennial agreement with the DSHS Department of Developmental Disabilities contract as part of the Child Development Program. The budget reflects revenue and expense for the Birth – 3 years Program.

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DEVELOPMENTAL DISABILITIES
MAIN: 360385-9400
FAX: 360-385-9401


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FAX: 360-379-4487

RECOMMENDATION:

JCPH management request approval of the Professional Services Agreement – Concerned Citizens for the Birth – 3 Years Program; January 6, 2012 – June 30, 2012; \$858.00

REVIEWED BY:


Philip Morley, County Administrator


Date

(Routed to all Public Health Managers)



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May 21, 2012

Anna McEnery, Developmental Disabilities Program Coordinator, manages several contracts where the vendors are a sole source provider. One of them is with Concerned Citizens, Birth – 3 years, Early Intervention Services Provider.

This contract is awarded without competition, because Concerned Citizens has the professional & technical expertise, the knowledge & ability of such a unique nature that Concerned Citizens is clearly and justifiably the only practical source to provide the service for the following reasons:

- They are the Lead Agency for the Olympic Peninsula, from West Jefferson County to Brinnon in South County, under Early Support to Infants and Toddlers (ESIT), (ESIT is with WA State Agency Dept. of Early Learning);
- They have a 20 year history of providing quality early intervention services to children with delays/disabilities and their families, with professional staff & quality personnel;
- They are located in South Jefferson County & know their client base;
- They would not have a learning curve with respect to the client base in Jefferson County that other firms would have, and said learning curve for another firm might work to the detriment of our county's eligible citizens;
- They provide services to a small (from their perspective) client base here in Jefferson County at below-market rates, thus saving the state money;
- Time is of the essence because state funding for this program may disappear when the state budget for the fiscal year beginning on July 1, 2012 is adopted by the Legislature and the Governor and thus there is some urgency to maintaining a continuity of service to children with delays in South County.

In sum, Concerned Citizens, Birth – 3 years Program, is a sole source provider with respect to the early intervention programs and services it provides to DD persons residing in Jefferson County.

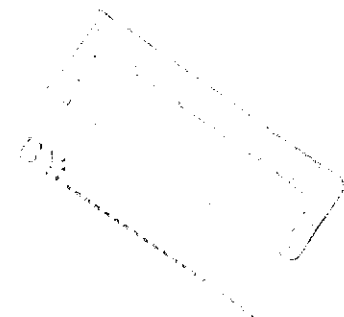
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PROFESSIONAL SERVICES AGREEMENT
Agreement Between
JEFFERSON COUNTY PUBLIC HEALTH
And
CONCERNED CITIZENS
Birth to 3 Years



This agreement is made and entered into between Jefferson County Public Health (COUNTY) and Concerned Citizens (SUBCONTRACTOR) for provision of educational and therapeutic services for Jefferson County children age birth to three years and their families. The term of this agreement is January 6, 2012 through June 30, 2012. Either party upon 60 days written notice may terminate this contract. Termination of this Contract shall not constitute a breach.

**It is Agreed Between Both Parties as Named
Herein as Follows:**

A. PROFESSIONAL SERVICES

Upon written request by County Developmental Disabilities Coordinator or a County authorized Family Resource Coordinator (FRC), professional services to be provided by SUBCONTRACTOR shall include:

1. Multi-disciplinary Evaluation and Assessment of children age birth to 2 years 8 months of age that are suspected of having developmental delay or disability. The evaluation tools and procedures selected will conform to WAC 275-27-026 requirements.
2. Individualized Family Service Plans (IFSP) developed in collaboration with the family and other providers. SUBCONTRACTOR and the family will write the IFSP jointly on approved forms.
3. Evaluation and documentation of funding sources available for intervention services, both educational and therapeutic services will be specified in the IFSP. Potential funding sources to be evaluated include private insurance, military health benefits, Medicaid / healthy options, OSPI, and other public or private sources.
4. IFSP will contain parent planning priorities/outcomes and child outcomes.
5. Specialized Services (developmental, corrective, and other services) to assist infants and toddlers to achieve developmental goals as specified in the IFSP include occupational therapy, physical therapy, speech-language therapy, and specialized instruction/education will be provided to the maximum extent appropriate in natural environments, including the home and community settings in which children without disabilities participate.
6. Program management.

B. OBLIGATIONS

SUBCONTRACTOR shall fulfill the following obligations:

1. SUBCONTRACTOR shall comply with all state and federal requirements regarding the confidentiality of client records. Client information is not disclosable to the public. Information acquired pursuant to RCW 71A.14.070 requires a signed Release of Information or a signed Oath of Confidentiality Form.

2. SUBCONTRACTOR shall require, pursuant to RCW 43.43.830-845, any prospective employee, who will or may have unsupervised access to a person with a developmental disability, in the course of his or her employment, or involvement with the business or organization, to have a Washington State Patrol Criminal (W.S.P.) Background Check.
3. SUBCONTRACTOR is required pursuant to RCW 74.15, that if any prospective employee, who has not resided in Washington State during the last three years, and who will or may have unsupervised access to a person with a developmental disability, in the course of his or her employment, or involvement with the business or organization, must have a F.B.I. Fingerprint Check. This fingerprint check must occur before employment begins working.
4. SUBCONTRACTOR is required, with respect to existing employees, to repeat the W.S.P. Criminal Background Check every three years. W.S. P. Criminal Background Check and the F.B.I. Fingerprint Check must go through the Background Check Central Unit Office within DSHS in Olympia.
5. SUBCONTRACTOR shall comply with all state and federal requirements under RCW 74.34, Abuse of Vulnerable Adults, RCW 26.44, Abuse of Children, the WACs: 275-27 Division of Developmental Disabilities Services Rules; 296-24 General Safety & Health, 296-62 General Occupational Health Standards; the DDD Policies: 3.01 Client Service Plans, 5.01 Criminal History Background Checks and Safeguarding Personal Information, 5.02 Necessary Supplemental Accommodation (NSA), 5.03 Client Complaints, 5.05 Limited English Proficiency (LEP) Clients, 5.06 Client Rights, 5.13 Protections From Abuse, 5.14 Positive Behavior Support, 5.15 Use of Restrictive Procedures, 6.13 Employment/Day Program Provider Qualifications, 9.07 Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS), 12.01 Incident Management.
6. SUBCONTRACTOR shall have written policies regarding; sexual harassment and non-discrimination (said policies must guarantee human/civil rights), abuse of participants, agency medication procedure, respectful staff-to-participant interactions, (i.e.: including a person's right to be treated with dignity and respect and free of abuse).
7. SUBCONTRACTOR shall assure that participants in accordance with Necessary Supplemental Accommodation (NSA), Policy 5.02, have been informed of their rights, what services and benefits may be expected from the program, the program's expectations of them, and if necessary, shall assure that the participant's family, guardian or advocate is also informed.
8. SUBCONTRACTOR shall have a grievance policy that advises participants of grievance procedures and that the grievance policy is explained to participants and others in accordance with the NSA, DDD Policy 5.02. The grievance policy shall prohibit retaliation for using the grievance process and a non retaliation statement shall be included in the grievance policy. The grievance policy must also include a mediation process that encourages the use of advocates, DDD Case Resource Managers & others who are unaffected by the outcome.
9. SUBCONTRACTOR shall obtain and retain in the clients' files signed proof of client's and/or family's review of all policies, provider expectation and receipt of information about services and benefits to be provided by the program. The signed proof required by this section shall be reviewed and renewed with new documentation on not less than an annual basis.
10. SUBCONTRACTOR will encourage participant involvement in policy development.
11. SUBCONTRACTOR shall update Client Intake Forms every 6 months during the Client Review meeting.

12. SUBCONTRACTOR shall assure that potential conflict of interest real or apparent will not arise. Such a conflict will arise when: The employee, officer or agent, any member of immediate family, Guardian / decision maker, or an organization which employs, or is about to employ, any of the above, has financial or other interest in the client(s).
13. SUBCONTRACTOR shall have adequate staffing ratios and patterns to maintain quality and safety.
14. If SUBCONTRACTOR is found to have a substantiated finding of abuse, neglect, abandonment or financial exploitation they shall comply with the following CPS guidelines:
 - Upon receiving documentation of a substantiated finding of abuse, neglect, exploitation or abandonment from CPS, the Regional DDD office will send a copy of the CPS substantiation report to the COUNTY within one working day.
 - Upon receiving documentation of a substantiated finding of abuse, the COUNTY will send a letter to the SUBCONTRACTOR within one working day.
 1. The contracted provider is required to:
 - a. Document the steps the agency has taken to protect the vulnerable person(s) immediately; and
 - b. Submit a corrective action plan, if needed, to the COUNTY within 10 working days.
 2. The COUNTY will respond to the steps taken and the sufficiency of the proposed corrective action plan within 10 working days. If the corrective action is not accepted the plan will be returned to the provider for correction and an amended plan will be required within 5 working days.
 3. Once accepted, the COUNTY will send the corrective action plan to DDD for final approval. DDD Regional staff will respond as to plan sufficiency and whether any additional information is needed within 10 working days. The Region will send a copy to Central Office.
15. SUBCONTRACTOR is required to maintain the following minimum organizational capacity in order to meet the performance standards set forth in this agreement. Failure or inability of SUBCONTRACTOR to meet any or all of these minimum capacity requirements, as determined solely by COUNTY, may be cause for termination of this agreement as provided herein.
 - (a) Qualified Staff: Adequate, qualified staff with certification, skills and experience in evaluation, teaching, therapeutic services and support of infants and toddlers with developmental disabilities. SUBCONTRACTOR will provide COUNTY with information regarding staff qualifications upon request.
 - (b) Performance Plan: SUBCONTRACTOR has a written performance plan which describes its mission, program objectives, expected outcomes, how and when objectives will be accomplished; and that the plan is evaluated at least biennially and revised based on actual performance.
 - (c) Participants: SUBCONTRACTOR has a commitment to support integration of infants and toddlers with developmental disabilities with others who do not have a disability and has

involved family members of infants and toddlers with developmental disabilities in policy development.

- (d) Partnerships: SUBCONTRACTOR has a history of working cooperatively with community-based organizations including other Agencies, Infant and Toddler Early Intervention Program, (ITEIP), the Lead Agency for ITEIP, the County DD Program, the Division of Developmental Disabilities and other School Districts.
 - (e) Financial and Program Management: Systems and personnel to: maintain accounting records that accurately reflect all program revenues and expenditures; prepare monthly statements of activity (ADSA Reports); maintain appropriate Client service records and progress reports; and track key program performance indicators.
16. All services for infants and toddlers with developmental disabilities must be provided with attention to their health and safety. SUBCONTRACTOR shall comply with all applicable federal, state and local fire, health and safety regulations. Staffing ratios and patterns are adequate to maintain quality and safety.
17. The Agency shall report any injury or accident, which requires more than simple first aid, and any extraordinary incident that requires intervention, first to the DSHS/DDD Case Manager for the individual involved and then to the County Coordinator. This includes serious physical or emotional harm or potential harm.
- 1) The initial report may be done through documented telephone calls to the County Coordinator.
 - 2) The Agency shall submit a written follow-up report within 10 days to the County Coordinator. The report to the County Coordinator may be submitted by email, facsimile (FAX) to (360) 385-9401 or by mail to Jefferson County Public Health, 615 Sheridan Street Port Townsend, WA 98368.
 - 3) Serious and emergent incidents shall be handled in accordance with DSHS/DDD Policy 12.01 Incident Management.
18. Within 30 days of the effective date of this agreement and at least semi-annually thereafter, SUBCONTRACTOR will provide financial reports to COUNTY, including all revenues and expenses generated by SUBCONTRACTOR, in sufficient detail to demonstrate the uses of funds provided under this agreement.
19. Make available for inspection, review or audit by COUNTY DD Coordinator at all reasonable times: all work sites; all client records; records on productivity and client wages; and all documents, reports and other data applicable to this agreement. The COUNTY shall monitor services delivered and conduct at least one on-site visit with SUBCONTRACTOR during the period of the biennium to assure compliance with the DDD State Work Order.
20. AUDIT REQUIREMENTS. Independent Audits will be submitted annually to the Jefferson County DD County Coordinator in the following manner:
- The SUBCONTRACTOR shall acquire a financial audit by an independent auditing firm to determine at a minimum the fiscal integrity of the financial transactions and reports of the SUBCONTRACTOR. Copies of the audit and management letter shall be submitted to the

Jefferson COUNTY Public Health Department within 6 months of the end of the SUBCONTRACTOR's fiscal year.

The SUBCONTRACTOR shall provide an independent audit of the entire organization which:

- (a) Is performed by an independent Certified Public Accountant, the Washington State Auditor's Office, or another entity, by which the County and the SUBCONTRACTOR mutually agree.
 - (b) Provides statements consistent with the guidelines of Reporting for Other Non-Profit Organizations AICPA SOP 78-10, and is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities, and Functions, and meeting all requirements of OBM Circular A-133 or A-128, as applicable.
 - (c) The SUBCONTRACTOR shall submit one (1) copy of the audit and/or the summary and the management letter directly to the County immediately upon completion. The audit must be accomplished by documentation indicating the SUBCONTRACTOR's Board of Directors has reviewed the audit.
21. For five years following the end date of this agreement, SUBCONTRACTOR will maintain client records and books, records, documents, reports and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect expenditures of funds provided under this agreement. Client records shall minimally include statement of client goals, documentation of training provided, training hours, routine progress notes and biannual summary progress toward meeting client goals.
 22. Make available for inspection, review or audit by County DD Coordinator at all reasonable times: all client records; and all documents, reports and other data applicable to this agreement.
 23. SUBCONTRACTOR agrees to assign to COUNTY its Medicaid Billing Rights for services to clients eligible under Title XIX programs. Written documentation shall be available to COUNTY on request. If SUBCONTRACTOR contracts directly with DSHS to provide covered services under Title XIX, COUNTY agrees that funding intended for those clients shall be excluded from this agreement.
 24. If the Developmental Disabilities Program Coordinator finds indications of potential non-compliance during the contract monitoring process or learns that the SUBCONTRACTOR is out of compliance with any of the terms or conditions of this contract, the following process will be pursued:
 - (a) Informal Notification: Informal process wherein the County Coordinator alerts the SUBCONTRACTOR in writing of the potential non-compliance and an agreeable solution is reached within five (5) days.
 - (b) Official Notification: If the informal notification does not result in resolution, the official notification of possible non-compliance to establish a date, within five (5) working days of notification, when representatives of the County and the SUBCONTRACTOR shall meet to discuss areas of contention and attempt to resolve the issues.
 - (c) Written Summary: Within five (5) working days of such official notification the County will provide the SUBCONTRACTOR a written summary of the areas of non-compliance by certified mail. Notice shall be sent to the address identified in the Agreement.

- (d) Discussion: Within twenty (20) days of the date of the written summary, a discussion between County and SUBCONTRACTOR shall be conducted to resolve areas of non-compliance or potential non-compliance.
- (e) Should the above procedures fail to resolve the compliance issue, the parties will obtain the services of the Peninsula Dispute Resolution Center, or another agreed upon resource, and shall share equally in any retainer fees or other costs of services. If no agreement is reached, the mediator's decision in the matter will be binding on all parties, except that in no event will the County honor a financial determination that is greater than the funds allowed the scope of this Agreement.

COUNTY shall fulfill the following obligations:

- 1) All referrals or requests for services under this agreement will be in writing using a County Service Authorization form, (CSA) agreed to and signed by the parties.
- 2) COUNTY will reimburse SUBCONTRACTOR promptly for eligible services provided under this agreement, usually within 30 days of receipt of SUBCONTRACTOR'S monthly statement of services.
- 3) COUNTY may, at its option, withhold reimbursement for any month for which required reports have not been received or are not accurate and/or complete.

C. REIMBURSEMENTS

For said services rendered under this agreement, COUNTY shall reimburse SUBCONTRACTOR on a unit rate basis, as follows:

- 1. Early Intervention Services SUBCONTRACTOR will be paid per HOURLY Unit assigned Service Responsibility of regular Program Service provided to eligible clients on a fee-for-service basis according to **Attachment 1, Fee Schedule**. Reimbursement to SUBCONTRACTOR by COUNTY will be the *net amount of the applicable fee per Attachment 1, less any amounts received from other funding sources for the service provided.*
- 2. All referrals or requests for services under this agreement will be in writing using a County Service Authorization form, (CSA) agreed to and signed by the parties.
- 3. SUBCONTRACTOR will bill COUNTY on a monthly basis, on or before the 5th day of the month, for units of service provided under this agreement during the preceding month. SUBCONTRACTOR will submit a Monthly DDD Services Report (ADSA) form for its billings. At no time shall the invoices for reimbursement be submitted more than 60 calendar days following the last day of the month for which the services were provided.
- 4. COUNTY may, at its option, withhold reimbursement for any month for which required reports have not been received or are not accurate and/or complete.
- 5. COUNTY may withhold reimbursement for any service for which documentation that shows the COUNTY as the second payer of last resort has not been provided. The IFSP must clearly document funding source per service for each service reimbursement requested. SUBCONTRACTOR will provide documentation of County service reimbursements along with all other funding sources pursued by SUBCONTRACTOR at the end of the service period /annually or during site monitoring.

Documentation will identify the funding source(s), client name, service provided, date of service, amount(s) paid and amount(s) denied.

6. Total reimbursements for the fiscal year of 2011-2012 to SUBCONTRACTOR by COUNTY under this contract shall not exceed **\$858.00** in completion of these services without express written amendment signed by both parties to this Agreement. This total reimbursement includes any amendment within the fiscal year of 2011-2012.

D. MISCELLANEOUS

1. Pursuant to WAC 275, DSHS Division of Developmental Disabilities (DDD) shall determine individual eligibility of persons for services delivered under this agreement. DDD shall notify COUNTY of persons authorized for services reimbursed under this agreement. Only persons referred to COUNTY by DDD shall be eligible for services reimbursed under this agreement. The SUBCONTRACTOR shall not sublet or assign any of the services covered by this AGREEMENT without the express written consent of the COUNTY. Assignment does not include printing or other customary reimbursable expenses that may be provided in an AGREEMENT.
2. The SUBCONTRACTOR'S relation to the COUNTY shall be at all times as an independent SUBCONTRACTOR and any of all employees of the SUBCONTRACTOR or other persons engaged in the performance of any work or service required of the SUBCONTRACTOR under this AGREEMENT shall be considered employees of the SUBCONTRACTOR only and any claims that may arise on behalf of or against said employees shall be the sole obligation and responsibility of the SUBCONTRACTOR.
3. The SUBCONTRACTOR shall not sublet or assign any of the services covered by this AGREEMENT without the express written consent of the COUNTY. Assignment does not include printing or other customary reimbursable expenses that may be provided in an AGREEMENT.
4. The SUBCONTRACTOR shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:05:
 - (a) Worker's compensation and employer's liability insurance as required by the State of Washington.
 - (b) Commercial Automobile Liability or Business Use Insurance providing bodily injury and property damage liability coverage 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 \$1,000,000 each occurrence with the COUNTY named as an additional insured in connection with the SUBCONTRACTOR'S performance of the contract.
 - (c) General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000.00) per occurrence and a aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
 - (1) Broad Form Property Damage, with no employee exclusion;
 - (2) Personal Injury Liability, including extended bodily injury;
 - (3) Broad Form Contractual/Commercial Liability - including completed operations;
 - (4) Premises - Operations Liability (M&C);

(5) Independent Contractors and Subcontractors;

(6) Blanket Contractual Liability.

5. All employees or subcontractors of SUBCONTRACTOR who are required to be professionally certified by the State in the performance of services under this agreement shall maintain professional liability insurance in the amount of not less than one million dollars (\$1,000,000). In no case shall such professional liability to third parties be limited in any way.
6. It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies) it being the intention of the parties that the insurance policies listed above shall protect both parties and be primary coverage for any and all losses covered by the above-listed insurance policies. It is further agreed by the parties that any and all deductibles made part of the above-listed insurance policies shall be assumed by, paid for and at the risk of the Subcontractor.
7. It shall be the responsibility of the SUBCONTRACTOR to insure that any and all persons engaged in the performance of any work or service required of the SUBCONTRACTOR under this AGREEMENT, shall comply with the same insurance requirements that SUBCONTRACTOR is required to meet.
8. Failure on the part of the SUBCONTRACTOR to maintain the insurance as required shall constitute a material breach of contract upon which the COUNTY may, after giving five working days notice to the SUBCONTRACTOR to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the COUNTY on demand, or at the sole discretion of the COUNTY, off set against funds due the SUBCONTRACTOR from the COUNTY.
9. All cost for insurance shall be considered incidental to and included in the unit contract prices and no additional payment will be made.
10. Excepting the Workers Compensation insurance and any professional liability insurance secured by the SUBCONTRACTOR, the COUNTY will be named on all certificates of insurance as an additional insured. The SUBCONTRACTOR shall furnish the COUNTY with verification of insurance and endorsements required by this AGREEMENT. The SUBCONTRACTOR reserves the right to require complete, certified copies of all required insurance policies at any time.
11. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The SUBCONTRACTOR shall submit a verification of insurance as outlined herein within 14 days of the execution of this AGREEMENT to the COUNTY.
12. The COUNTY will pay no progress payments under Section C until the SUBCONTRACTOR has fully complied with this section. This remedy is not exclusive; and the COUNTY may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.
13. Nothing in the foregoing insurance requirements shall prevent the COUNTY, at its option, from additionally requesting that the SUBCONTRACTOR deliver to the COUNTY an executed bond as security for the faithful performance of this contract and for payment of all obligations of the SUBCONTRACTOR.
14. The SUBCONTRACTOR shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of the State of Washington and venue shall be in Jefferson COUNTY, WA.

15. The SUBCONTRACTOR, by signature to this Agreement, certifies that the SUBCONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Agreement by any Federal department or agency. The SUBCONTRACTOR also agrees to include the above requirement to all subcontracts into which it enters.
16. The SUBCONTRACTOR shall indemnify and hold the COUNTY, and their officers employees, and agents harmless from and shall process and defend at its own expense, including all costs, attorney fees and expenses relating thereto, all claims, demands, or suits at law or equity arising in whole or in part, directly or indirectly, from the SUBCONTRACTOR'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a SUBCONTRACTOR to indemnify the COUNTY against and hold harmless the COUNTY from claims, demands or suits based solely upon the conduct of the COUNTY, their officers, employees and agents, and provided further that if the claims or suits are caused by or result from the concurrent negligence of: (a) the SUBCONTRACTOR'S agents or employees; and, (b) the COUNTY, its officers, employees and agents, this indemnity provision with respect to (1) claims or suits based upon such negligence, and/or (2) the costs to the COUNTY of defending such claims and suits, etc., shall be valid and enforceable only to the extent of the SUBCONTRACTOR'S negligence or the negligence of the SUBCONTRACTOR'S agents or employees.
17. Claims against the COUNTY shall include, but not be limited to assertions that the use and transfer of any software, book, document, report, film, tape, or sound reproduction of material of any kind, delivered there under, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or an unlawful restraint of competition.
18. The SUBCONTRACTOR specifically assumes potential liability for actions brought against the COUNTY by SUBCONTRACTOR'S employees, including all other persons engaged in the performance of any work or service required of the SUBCONTRACTOR under this AGREEMENT and, solely for the purpose of this indemnification and defense, the SUBCONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The SUBCONTRACTOR recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation.
19. SUBCONTRACTOR shall not discriminate against any person presenting themselves for services based on race, religion, color, sex, age or national origin.
20. 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 the Department of Social and Health Services Division of Developmental Disabilities is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, COUNTY shall be liable only for payment for services rendered prior to the effective date of termination.
21. No portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of COUNTY. If the County agrees in writing that all or a portion of this Contract may be subcontracted to a third-party, then any contract or agreement between the contractor and a third-party subcontractor must contain all provisions of this contract and the subcontractor must agree to be bound by all terms and obligations found in this agreement.

ADOPTED THIS _____ day of _____, 2012.

By: _____
John Austin, Chairman
Jefferson Board of County Commissioners

By: Linda Middleton
Linda Middleton,
Director, Concerned Citizens

By: _____
Clerk of the Board

APPROVED AS TO FORM ONLY: 5/29/12
By: David Aroney
Jefferson County Civil Deputy Prosecuting Attorney

ATTACHMENT 1

FEE SCHEDULE

Early Intervention Unit of Service

1. One UNIT of EARLY INTERVENTION Service is \$143.00. One UNIT is defined as one MONTH direct service to one eligible client.
2. One MONTH of direct service is defined as a minimum of one (1) hour & a maximum of 3 hours of EARLY INTERVENTION Services for one child.
3. A maximum of three (3) UNITS of EARLY INTERVENTION Service may be billed on a monthly basis.

Not to exceed \$858.00 in completion of services for the duration of the contract without express written amendment.