



JEFFERSON COUNTY PUBLIC HEALTH

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

September 20, 2012

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jean Baldwin, Director

DATE: October 15, 2012

SUBJECT: Agenda Item – Professional Services Agreement with the ARC of Kitsap and Jefferson Counties; September 1, 2012 – June 1, 2013; \$3,500

STATEMENT OF ISSUE:

Jefferson County Public Health, Developmental Disabilities Division, requests Board approval of Professional Services Agreement with the ARC of Kitsap and Jefferson Counties; September 1, 2012 – June 1, 2013; \$3,500

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

The Subcontractor will create five newsletters focusing on emotional support and information regarding developmental disabilities or special needs. The newsletters will also focus on community resources, legislative education, and advocacy for people with disabilities and parents of children/adults with disabilities. These newsletters will be sent to persons with developmental disabilities and their families, to individuals working in this field and to those who are interested in the field of developmental disabilities.

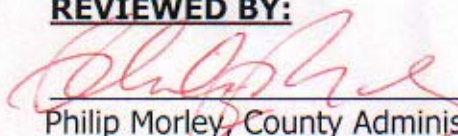
FISCAL IMPACT/COST BENEFIT ANALYSIS:

This professional services agreement is covered in the DDD through DSHS. The budget reflects revenue and expense for this vendor.

RECOMMENDATION:

JCPH management request approval of the Professional Services Agreement with the ARC of Kitsap and Jefferson Counties; September 1, 2012 – June 1, 2013; \$3,500

REVIEWED BY:


Philip Morley, County Administrator

9/25/12
Date

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Anna McEnery, Developmental Disabilities Program Coordinator, manages several contracts where the vendors are a sole source provider. One of them is with the ARC of Kitsap and Jefferson Counties.

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

- They have a 10+ year history of providing quality educational and informational resources to children with delays/disabilities and their families, with professional staff & quality personnel;
- 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 client base here in Jefferson County at below-market rates, thus saving the state money;

In sum, the ARC of Kitsap and Jefferson Counties, is a sole source provider with respect to the services it provides to DD persons residing in Jefferson County.

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**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
JEFFERSON COUNTY
AND
ARC OF KITSAP & JEFFERSON COUNTIES**

This agreement is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as "the County" and the ARC of Kitsap & Jefferson Counties hereinafter referred to as "the Subcontractor" 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 the ARC of Kitsap & Jefferson Counties in agreement with the terms and conditions of the Statement of Work hereby contracts with the Subcontractor to perform duties as described in **Exhibit A**.
- Section 2. **Terms**
This agreement shall commence on September 1, 2012 and continue through June 1, 2013 unless terminated as provided herein. The agreement may be extended beyond June 1, 2013 upon mutual consent of the County and the Subcontractor.
- Section 3. **Scope of Agreement**
The Subcontractor agrees to perform the services, identified on **Exhibit "A"**
- A. The Subcontractor works for the Jefferson County Developmental Disabilities Program to support its goals and objectives.
 - B. The specific duties of the Subcontractor are outlined in **Exhibit A**.
 - C. The Subcontractor shall provide reporting detailed in **Section 10**.
- Section 4. **Compensation**
The Subcontractor 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 Subcontractor shall not exceed a total of \$3,500.00 in the completion of this project without express written amendment signed by both parties to this Agreement.
 - B. The Subcontractor 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 Subcontractor in the amount approved.
 - C. The total compensation to the Subcontractor is limited to the terms of this Agreement, which commence on September 1, 2012 and ends July 1, 2013.
 - D. The County will make final payment of any balance due the Subcontractor promptly upon its ascertainment and verification after the completion of the work under this agreement and its acceptance by the County.

- E. The Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor further acknowledges that such material shall be considered work for hire and the Subcontractor 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 Subcontractor 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 Subcontractor shall be permitted to retain copies, including reproducible copies, of drawings, writings, samples, reports, and specifications for information, reference, and use in connection with Subcontractor endeavors. The Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor or damage to personal property) if said injury or damage was caused by the negligent acts or omissions of the Subcontractor.

Section 7. **Insurance**

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

- A. 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. Subcontractor 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 Subcontractor and the County agree that the Subcontractor is an independent Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor will provide electronic & hard copies of the newsletter and an invoice for billing to the County as identified in **Exhibit A**. The monthly invoice along with a copy of the newsletter shall be mailed to Jefferson County Public Health in care of the Developmental Disabilities County Coordinator, 615 Sheridan, Port Townsend, 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 Subcontractor by voluntary resignation.

Section 12. **Modification**
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 Subcontractor 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 Subcontractor.

Approved this _____ day of _____, 2012.
BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

John Austin, Chairperson

David Pasum
(Subcontractor)

DATE Sept. 28, 2012

ATTEST:

Clerk of the Board

APPROVED AS TO FORM ONLY:

By: David Alamy 9/25/12
Jefferson County Civil Deputy Prosecuting Attorney

EXHIBIT A

STATEMENT OF WORK ARC OF KITSAP & JEFFERSON COUNTIES

I. WORK STATEMENT

The Subcontractor shall create newsletters that will focus on emotional support and information regarding developmental disabilities or special needs as well as community resources, focus on legislative education and advocacy for people with disabilities and parents of children/adults with disabilities.

II. PROGRAM DESCRIPTION

A. Tasks

1. Subcontractor shall create up to five (5) newsletters; four (4) newsletters will focus on emotional support and information regarding developmental disabilities or special needs as well as community resources for parents of children/adults with disabilities and one (1) newsletter will focus on legislative education and advocacy for parents of children/adults with disabilities.

B. Requirements

1. Subcontractor will create the P2P newsletters in September and November of 2012, January, March and May of 2013. The rate will be \$700 per newsletter. Payment includes printing and mailing costs.
2. Meet or have a phone meeting with the DD Coordinator on a quarterly basis.

C. Reporting

1. Provide electronic & hard copies of the newsletter and an invoice for billing.

D. Performance Standards

1. The Subcontractor shall provide Services. These services, as defined in Tasks Section II.A above.
2. The Subcontractor will adhere to the Requirements. These requirements as defined in Section II. B above.
3. The Subcontractor will adhere to the Reporting. Reporting as defined in Section II.C above.
4. The Subcontractor shall provide a bill for services with invoice and documentation.