

Professional Services Contract
Clark County Public Health Contract HDC.707

THIS AGREEMENT entered this 1st day of March 2015, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and STRATEGIC LEARNING RESOURCES INC (SLR), after this called "Contractor."

WITNESSETH

WHEREAS, the Contractor has been chosen through a competitive process by the County through RFQ 4546 and has the expertise to provide one 8 (eight) hour Vulnerable Populations Summit training for up to 50 participants from the hospitals, community health centers, public health agencies and response members of the Region IV Healthcare Coalition; AND

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. 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 proposal attached hereto and incorporated herein by this reference as Exhibit "A."

2. Time. The contract shall be deemed effective beginning March 1, 2015 and ending June 30, 2015.

3. Compensation. County shall pay the Contractor for performing said services

net 30 days upon receipt of a written invoice according to the following schedule:

The Parties mutually agree that in no event shall the amount of billing exceed \$17,770.00 without prior written approval of the County.

4. 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.

5. 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.

6. Indemnification. Contractor does release, indemnify and promise to defend and save harmless 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 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, CONTRACTOR, specifically agrees to indemnify and hold harmless COUNTY from any and all claims, including but not limited to, bodily injury claims,

brought by employees of Contractor, and expressly waives its immunity under the

Industrial Insurance Act as to those claims which are brought against COUNTY.

7. 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.

8. 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 requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Contract Documents: Contract documents consist of this agreement and Exhibit "A", which consists of Statement of Work. Where provisions of the contract and provisions of the quote are inconsistent, the provisions of the contract shall be controlling.

10. 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.

11. 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.

12. 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 Health, Records Officer.

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

14. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, Contractor agrees to keep such information confidential.

15. 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.

16. 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.

17. 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.

18. 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.

IN WITNESS THEREOF, County and the Contractor have executed this

agreement on the date first above written.

STRATEGIC LEARNING RESOURCES INC CLARK COUNTY WASHINGTON

Ursula Roosen-Runge

Mark McCauley
County Manager

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK
Prosecuting Attorney

Jane Vetto
Deputy Civil Prosecutor

**Exhibit A
Statement of Work**

Approach

SLR will carefully plan the desired 8 hour Vulnerable Populations Summit for the Region IV Healthcare Coalition so that it results in consensus on:

- A definition of vulnerable populations in the Region
- A framework for planning to support vulnerable populations at a time of a natural or man made community health disaster, including the types of tools, templates and resources needed.

SLR will also work with the PHEPR Program Manager to:

- Assure that representatives from all key organizations and agencies attend the Summit
- Develop an outline of the planning framework based on best practices for planning for vulnerable populations in the emergency preparedness field, to be used and adapted to the Region during the Summit
- Take into account how the Program Manager envisions that the planning process will be carried forward after the Summit.
- Develop a Summit agenda and process that fits with the work of the Region to date and the direction it would like to go.

After careful planning SLR will facilitate with a 'light hand'. We use small groups to let all have a voice and explore key issues, use questions to help resolve differences, and encourage the full group to take responsibility for decisions.

We use two facilitators in a large group, if possible, to assure that all are attended to and heard, important ideas are recorded, and the pace of the meeting keeps up with the group's dynamic and outcomes.

The following outline of a Summit Agenda is simply an example of what *could be*, not a proposal of what will be. The Summit process and agenda will be developed after discussion with the Project Manager and other key stakeholders.

SAMPLE

PUBLIC HEALTH EMERGENCY PREPAREDNESS FOR VULNERABLE POPULATIONS REGION IV HEALTH CARE COALITION SUMMIT

Date

Location

Room set up with round tables, 6-8 people per table

Agenda

Notes

| | | |
|--------------|---|--|
| 8:00 | Registration and Continental Breakfast | <i>Participants collect packets and name tag & breakfast</i> |
| 8:30 | Welcome | <i>Dr. Melnick or Robin Brandt</i> |
| 8:40 | Introductions | <i>Ask people to introduce themselves at their table if they haven't done so already</i> |
| 8:45 | Definitions of Vulnerable Populations <ul style="list-style-type: none">• What are the issues in defining them?• How do other Coalitions/Public Agencies define them?• Q & A | <i>Panel discussion, 3-4 Coalition members with expertise/or consultant presentation</i> |
| 9:15 | Defining Vulnerable Populations for Region IV: Small Groups <ul style="list-style-type: none">• How does this Region define vulnerable populations?• Who are they? | <i>Small group discussions: 1st by stakeholder (e.g. public health, emergency services, hospitals, etc.) 2nd mixed stakeholder groups 2nd groups report back to full group and post</i> |
| 10:30 | Break | |
| 10:40 | Defining Vulnerable Populations for Region IV: | |

Agenda
Full Group Discussion and Decision

Notes

11:45 Lunch

*Tables set up with samples of planning tools and templates for vulnerable populations for browsing.
Buffet lunch
Time to stretch/walk*

- 12:45** Planning for Vulnerable Populations
- What's the purpose of planning?
 - Framework: Questions to be Answered
 - What has worked elsewhere
 - Q&A

*Consultant presentation
Handouts with key information*

1:30 Planning for Region IV

Process using planning template. Combination of small group work focused on drafting goals and near term action steps

3:00 Break

- 3:15** Planning for Region IV cont.
- Review of draft goals
 - Questions and stumbling blocks to be addressed
 - What are the next steps?
 -

Full group

4:30 Adjourn

Budget – Not to Exceed \$17,770

Professional fees of \$15,170 for an estimated 158 hours. This includes:

- An initial meeting with the Project Manager to confirm scope and approach, coordination, desired participants, and work plan.
- Ongoing project coordination, as needed, by phone and email regarding process, content, and outreach to possible participants
- A flyer announcing the Summit that could be posted or emailed
- Sample tools, templates, case studies, and other resources for participants
- Preparation of training presentations about vulnerable populations and emergency preparedness planning for them
- Logistical arrangements for the Summit including space, catering, and audio-visual, registration and certificates of completion
- Two facilitators for the Summit on Vulnerable Populations with 50 participants.

Project expenses of an estimated \$2600 include:

- Prepare and deliver a summary report of the results of the Summit and stakeholder input received during the Summit.
- Printing of Summit materials and other Summit supplies
- Renting of audiovisual equipment such as projector and flipchart stands.
- Lodging and meals for facilitators.

The total budget for the Vulnerable Populations Summit is not to exceed \$17,770. SLR will invoice on the basis of time and expenses up to the not to exceed total of \$17,770.

Training must fulfill the goals and criteria outlined below:

The goals of this Summit are: 1) develop an agreed upon definition of vulnerable populations for Region IV and; 2) develop a framework for the planning process to address the defined vulnerable population including tools, templates, & resources.

Vendors interested in providing one 8-hour Vulnerable Populations Summit for Clark County Public Health must comply with the following criteria:

1. Provide facilitated discussion that leads participants to:
 - a. An agreed upon definition of vulnerable populations for the Region.
 - b. Develop framework for a planning process to address the needs of vulnerable populations
2. Provide case studies and/or other real life examples of effective planning for vulnerable populations.
3. Demonstrate capacity (knowledge, skills, experience, ability and staffing) to provide services.
4. Develop and provide all participant manuals, hand-outs, and other summit materials.

5. Develop and provide the PHEPR Program Representative a summit description flyer to be used for marketing.
6. Coordinate with the PHEPR Program Manager during the development of the summit and for final approval of summit materials.
7. Provide all AV equipment, participant nutrition and hydration, registration and facility logistics for the day of the training.
8. Provide certificates of completion to participants.
9. Provide all rosters and sign in sheets to the PHEPR Program Representative at the end of the training.