

Professional Services Contract
Clark County Contract HDC.921

THIS AGREEMENT, entered this 1st day of March 2017, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Community Mediation Services, after this called "Contractor."

WITNESSETH

WHEREAS, the Chronic Disease Prevention program receives grant funds to participate in community coalitions and networking opportunities to promote local procurement, increase access to healthy food and fresh produce; AND

WHEREAS, the Contractor has the expertise to facilitate to a focus group, composed of Food Pantry leads from across Clark County, for the purpose of determining barriers or challenges to implementing healthy pantry guidelines at local neighborhood pantries and to identify approaches that will best assist pantry operators to implement healthy food practices and behavioral economics principles.; 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 Statement of Work, attached hereto and incorporated herein by this reference as Exhibit "A."

2. Time. The contract shall be deemed effective beginning March 1, 2017, through December 31, 2017. The contract may be extended upon the mutual written consent of both parties for one (1) twelve (12) month period.

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

A. Fees paid Contractor shall be \$150.00 per hour.

B. Total compensation shall not exceed \$900.00 without the mutual written consent of both parties.

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 / Hold Harmless. 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/or participants and recipients of services provided by the Contractor, and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against County. Provided, however, this paragraph does not purport to indemnify County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of County, its elected officials, officers, employees and agents.

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", Statement of Work attached hereto and incorporated herein by this reference. Where provisions of the contract and provisions of Exhibit "A" 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 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. All information obtained by the contractor shall remain confidential and shall be maintained in accordance with the Health Information Portability and Accountability Act. County and Contractor agree to comply with the Business Associate Agreement attached hereto and incorporated herein by this reference as Exhibit “B”.

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.

19. 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 and medical malpractice insurance to protect against legal liability arising out of Contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence contractor must carry 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:
COMMUNITY MEDIATION SERVICES

Approved:
CLARK COUNTY PUBLIC HEALTH

DocuSigned by:
Jane Harris 2/22/2017
7008F406A34E450...
Jane Harris
Executive Director

Mark McCauley
County Manager

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK
Prosecuting Attorney

DocuSigned by:
Jane Vetto 2/22/2017
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Jane Vetto, Senior Deputy Prosecuting Attorney

Exhibit A
Statement of Work

I. Background

Clark County Public Health (CCPH) is providing technical assistance to the Clark County Food Bank to expand their efforts to increase the selection of high-nutrient foods by food pantry clients.

II. Objective

To advance this work, we need to conduct a focus group with Food Pantry leads to determine the barriers and challenges encountered when implementing healthy pantry guidelines and to identify approaches that will best assist pantry operators to implement healthy food practices and behavioral economics principles. The services of an outside facilitation/mediation service are required because of their expertise in extracting this type of information and to provide a neutral third-party for an open discussion. CCPH is enlisting facilitation services from Community Mediation Services to conduct one focus group composed of Food Pantry leads from across Clark County.

III. Scope and Timeline

Community Mediation Services will:

A. Completed by 3/1/2017:

1. Conduct a 1.5-hour planning conversation with Clark County Public Health to identify goals and potential focus group questions.

B. Completed by 3/24/2017:

1. Conduct a focus group of food pantry leads invited by the Clark County Food Bank. The facilitation of the focus group will take up to two hours and will capture perceived barriers and challenges Food Pantry leads encounter when trying to implement healthy pantry guidelines.

2. Staff, facilitate, and record answers to questions identified in collaboration with Clark County Public Health and staff from the Clark County Food Bank.

C. Completed by 3/31/2017:

1. Transcribe, summarize and analyze comments from Focus Group and provide written report of such to both Clark County Food Bank staff and Clark County Public Health.

IV. Compensation

- A. Clark County Public Health will compensate Community Mediation Services at an hourly rate of \$150/hour.
- B. The contract will not exceed \$900 total to be paid on successful completion of scope of work and timeline listed above.