

PROFESSIONAL SERVICES AGREEMENT

Contract # WISE 2011-12

THIS AGREEMENT is entered into between Pacific County (COUNTY) Washington Initiative for Support Employment- WISE (CONTRACTOR). The parties agree as follows:

1. Contractor's Services. The CONTRACTOR shall provide the following services to the COUNTY:
 - a. Develop Developmental Disabilities Transition program materials and presentation. This will include meeting presentation, brochure, and meeting outline.
 - b. Update client handbook to be in compliance with Washington State Division of Developmental Disabilities (DDD) program requirements and related laws.
 - c. Update on-site monitor tool to be used to monitor DDD contractors.
 - d. Update DDD program policy manual to be in compliance with Washington State DDD requirements and related laws.

The Health & Human Services Department shall administer this Agreement on behalf of the COUNTY, and the CONTRACTOR shall perform the required services to the satisfaction of the Director of that Department. The Director's determination of satisfaction with the CONTRACTOR's services shall be based on reasonable and objective standards that are not inconsistent with this Agreement.

2. Payment.
 - a. The COUNTY will pay the CONTRACTOR at a rate of \$100 per hour as outlined in Exhibit A- Pacific County TA Plan as each of the above bulleted items are complete to the satisfaction of the COUNTY (Section 1, bullets a-d).
 - b. Notwithstanding any other provision of this Agreement, the total compensation payable to the CONTRACTOR for services provided and expenses incurred under this Agreement shall not exceed \$3,000 for the period beginning April 24, 2012, ending June 30, 2012.
 - c. The CONTRACTOR shall bill the COUNTY for payment. The COUNTY will not pay for any services not rendered or expenses not incurred. Billings shall be sent to: Pacific County Health & Human Services PO Box 26 South Bend, WA 98586. Payment under this section will be full compensation for all services performed and expenses incurred by the CONTRACTOR under this agreement.
3. Effective Date. The effective date of this Agreement is April 24, 2012.
4. Termination. This Agreement shall terminate on June 30, 2012. The COUNTY may terminate this Agreement at any earlier time and for any reason, by giving the CONTRACTOR thirty (30) days written notice of termination.
5. Independent Contractor. The CONTRACTOR is an independent CONTRACTOR of the COUNTY, and as such is not subject to the COUNTY's immediate control or direction in the performance of the required services. Neither the CONTRACTOR nor any of the CONTRACTOR's employees or agents shall be deemed to be an official, employee, or agent of the COUNTY. The CONTRACTOR is solely responsible for his or her acts and for the acts of his or her officers, employees, agents, and subcontractors.

6. Additionally, the CONTRACTOR makes the following assurances:
 - a. The CONTRACTOR is customarily engaged in an independently established trade, profession, or business, of the same nature as that involved in this Agreement.
 - b. The CONTRACTOR has a principal place of business that is eligible for a business deduction for federal income tax purposes. The CONTRACTOR is responsible for the costs of such principal place of business.
 - c. The CONTRACTOR is responsible for filing with the Internal Revenue Service, at the next applicable filing period, a schedule of expenses for the business the CONTRACTOR is conducting.

7. Debarment. The CONTRACTOR hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this AGREEMENT. Suspension and/or debarment of the CONTRACTOR from securing federal or state funds shall be cause for immediate termination of the AGREEMENT by the COUNTY.

8. Supplanting. Under the Federal "supplement not supplant" requirement (CONTRACTOR) may use Federal funds only to supplement and, to the extent practical, increase the level of funds that would, in the absence of the Federal funds, be made available from non-Federal sources. In no case may an organization use Federal program funds to supplant—take the place of—funds from non-Federal sources. Supplanting is presumed to occur in the following instances:
 - a. The agency uses Federal funds to provide services that it is required to make available under other federal, state, or local law.
 - b. The agency or school district uses Federal funds to provide services that it provided with Non federal funds in the immediate prior years.
 - c. CONTRACTOR agrees that funds received under this agreement will supplement, not supplant current staffing within their organization

9. Indemnification.
 - a. The CONTRACTOR shall defend, indemnify, and hold harmless Pacific COUNTY from and against all claims arising out of or in any way related to any act or omission of the CONTRACTOR and/or the CONTRACTOR's officers, employees, agents, subcontractors, or suppliers. Without limiting the generality of the preceding sentence, the CONTRACTOR's foregoing duty to defend, indemnify, and hold harmless extends to: (i) any claim that involves or alleges any concurrent or joint negligence on the part of Pacific County and the CONTRACTOR and/or its officers, employees, agents, subcontractors, or suppliers; and (ii) any claim by or on behalf of any of the CONTRACTOR's officers or employees, and solely to that extent the CONTRACTOR waives its immunity under the industrial insurance laws (RCW Title 51). The CONTRACTOR shall have no duty to defend, indemnify, or hold harmless with respect to any claim that arises from Pacific County's sole negligence.
 - b. For the purposes of this section, (i) "claim" means all claims, lawsuits, causes of action, administrative actions, liabilities, settlements, damages, costs, and attorney fees, and (ii) "Pacific County" means Pacific County its board and commissions, and all past, present, and future officials, employees, agents, or volunteers of Pacific County.
 - c. This paragraph shall survive the completion, expiration, and/or termination of this Agreement.

10. Ownership of Materials. Materials created by the CONTRACTOR and paid for by the COUNTY as a part of this Agreement shall be owned by the COUNTY and shall be "works for hire" as defined by the U. S. Copyright Act of 1976. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the CONTRACTOR uses to perform the Agreement but which is not created for or paid for by the COUNTY is owned by the CONTRACTOR; however, the COUNTY shall have a perpetual license to use this material for COUNTY (internal) purposes at no charge to the COUNTY.
11. Compliance with Laws. Throughout the duration of this Agreement, the CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations, and orders.
12. Entire Agreement. This written Agreement constitutes the parties' entire and integrated agreement, and supersedes all prior and contemporaneous negotiations, representations, or agreements, whether written or oral.
13. Amendments. No provision of this Agreement may be amended or modified except by a further written document signed by the COUNTY and the CONTRACTOR.
14. Confidentiality. The parties shall use Personal Information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement. The COUNTY and the CONTRACTOR shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if requested in writing by the party to this Agreement that provided the information.
15. Insurance. In accepting this Agreement, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof. The CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 or greater per occurrence for the term of this AGREEMENT. The CONTRACTOR agrees that its general business professional liability insurance shall be primary to the COUNTY's in the event that a claim or suit for damages is brought against both the CONTRACTOR and COUNTY. The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

16. Notification. Should the need arise during the term of this AGREEMENT for either party to notify the other for a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Katie Lindstrom, Deputy Director
Pacific County Department of Health & Human Services
7013 Sandridge Road
Long Beach, WA 98631

For the CONTRACTOR: WA Initiative for Support Employment- WISE

Street/Mailing Address

City WA ZIP

IN WITNESS WHEREOF legal representatives of both the CONTRACTOR and the COUNTY have executed this AGREEMENT on the date(s) so noted below.

WA Initiative for Support Employment- WISE
CONTRACTOR

Board of County Commissioners
Pacific County, Washington

Print Name Title

Lisa Ayers, Chair

Signature Date

Norman B. Cuffel, Commissioner

Tax ID #91-1478859

Jon Kaino, Commissioner

ATTEST:

ATTEST:

Print Name Title

Clerk of the Board Date

Signature Date

APPROVED AS TO FORM:

David J. Burke Date
Prosecuting Attorney

Exhibit A- Pacific County TA Plan

Date	T.A. Presentation or Request	Location	Presenter/Trainer	Funding Source	Fee/Hours	Budget
April-June 2012	Transition Presentation and Materials Development: presentation, brochure and meeting outline	Online and telephone correspondence	Brandi Monts	County	Hours: 15 X \$100 = \$500 Total: \$1500	\$ 1,500.00
April-June 2012	Client Handbook Development: to be prepared by April	Online and telephone correspondence	Brandi Monts	County	Hours: 10 X \$100 = \$1,000 Total: \$1,000	\$ 1,000.00
April-June 2012	On-site Monitor Tool & Policy Manual Revisions	Online and telephone correspondence	Brandi Monts	State/Wise Technical Assistance & County	Hours: 10 provided by State/Wise TA + 5(County) X \$100 = \$500 Total: \$500	\$ 500.00
					total	\$ 3,000.00