PROFESSIONAL SERVICES CONTRACT

PACIFIC COUNTY / McDONALD CONSULTING

THIS CONTRACT is entered into in duplicate originals between **PACIFIC COUNTY**, a municipal corporation, with its principal offices at P.O. Box 26, 1216 W. Robert Bush Drive, South Bend, WA 98586, hereinafter "**COUNTY**," and Sherri McDonald d/b/a McDonald Consulting, with principal offices at 352 Ward Creek Road, Raymond, WA 98577.

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. **DURATION OF CONTRACT**

The term of this Contract shall begin on August 1, 2014 and shall terminate on August 1, 2015.

2. **SERVICES PROVIDED BY THE CONTRACTOR**

Sherri McDonald represents that she is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Contract.

She shall perform the following services:

Provide assistance in development of a Community Health Assessment and Community Health Plan for the Health & Human Services Department.

a. A detailed description of the services to be performed by Sherri McDonald is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

b. She agrees to provide her own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. She shall perform according to standard industry practice of the work specified by this Contract.

d. She shall complete her work in a timely manner and in accordance with the schedule agreed to by the parties.

e. She shall, from time to time, during the progress of the work, confer with the COUNTY. At the COUNTY'S request, she shall prepare and present status reports on its work.

3. **SERVICES PROVIDED BY THE COUNTY**

In order to assist the CONTRACTOR in fulfilling its duties under this Contract, the COUNTY shall provide the following:

a. Relevant information as exists to assist her with the performance of the specified services.

b. Coordination with other County Departments or other Consultants as necessary for the performance of the specified services.

c. Services documents, or other information identified in Exhibit A. Such materials provided must be limited to de-identified data that excludes Protected Health Information to the extent possible in order to provide baseline data for performance measures under this Contract.

4. **CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. For CONTRACTOR:

Name of Representative: Sherri McDonald

Title: Sole Proprietor, McDonald Consulting

Mailing Address: 352 Ward Creek Road

City, State and Zip Code: Raymond, WA 98577

Telephone Number: 360-942-6133 or 360-352-8348

E-mail Address: sherrimcd1@hughes.net

B. For COUNTY:

Name of Representative: Mary Goelz

Title: Director, Pacific County Health & Human Services Department

Mailing Address: P.O. Box 26; 1216 W. Robert Bush Drive

City, State and Zip Code: South Bend, WA 98586

Telephone Number: 360-875-9343

Fax Number: 360-875-9323

E-mail Address: mgoelz@co.pacific.wa.us

5. **COMPENSATION**

a. For the services performed hereunder, Sherri McDonald shall be paid based upon mutually agreed rates contained in Exhibit B, which is attached hereto and incorporated herein by reference. The maximum total amount payable by the COUNTY to her under this Contract shall not exceed $7,000.00

b. No payment shall be made for any work performed by her, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.

c. She may, in accordance with Exhibit B, submit invoices to the COUNTY not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time she performed work for the COUNTY during the billing period. The COUNTY shall pay her for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of billing.

d. She shall not be paid for services rendered under the CONTRACT unless and until they have been performed to the satisfaction of the COUNTY.

e. In the event she has failed to perform any substantial obligation to be performed under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to her, withhold any and all monies due and payable to her, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of the contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, she will not be paid for any billings or invoices presented for payment prior to the execution of the Contract or after its termination.

6. **AMENDMENTS AND CHANGES IN WORK**

a. In the event of any errors or omissions by Sherri McDonald in the performance of any work required under this Contract, she shall make any and all necessary corrections without additional compensation. All work submitted by her shall be certified and checked for errors and omissions. She shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. **HOLD HARMLESS AND INDEMNIFICATION**

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.

8. **INSURANCE**

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 and $2,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state. 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.

9. **TERMINATION**

a. Either party may terminate this Contract for convenience in whole or in part whenever either party determines, in its sole discretion that such termination is in the best interests of the party. The party may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the other party. In that event, the COUNTY shall pay Sherri McDonald for all costs incurred in performing the Contract up to the date of such notice AND she shall cease work for the COUNTY upon termination of the contract. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to Sherri McDonald. After the effective termination date, no charges incurred under this Contract are allowable.

c. If either party breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so, either party may terminate this Contract, in which case the COUNTY shall pay Sherri McDonald only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract.

10. **ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

A. Sherri McDonald shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. She warrants that she has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for her, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. **NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance or waiver of any provision of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

12. **INDEPENDENT CONTRACTOR**

A. Sherri McDonald's services shall be furnished as an Independent Contractor and not as an agent, employee or servant of the COUNTY. She specifically has the right to direct and control her own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. She acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and she is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Pacific County employees.

c. She shall assume 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, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all duties, activities and requirements by her in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

13. **COMPLIANCE WITH LAWS**

Sherri McDonald shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including all applicable federal and state laws and regulations relating to maintaining and safeguarding the confidentiality of Protected Health Information, should such be disclosed while performing duties under this Contract.

14. **INSPECTION OF BOOKS AND RECORDS**

The COUNTY may, at reasonable times, inspect the books and records of Sherri McDonald relating to the performance of this Contract. She shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. **NONDISCRIMINATION**

Sherri McDonald shall not discriminate against any person in the performance of any of her obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

16. **OWNERSHIP OF MATERIALS/WORK PRODUCED**

a. Material produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. This material includes, but is not limited to, books, computer programs, plans, specifications,

documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by Sherri McDonald for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold her harmless therefore to the extent such use is agreed to in writing by her.

b. An electronic copy of all or a portion of material produced shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. **DISPUTES**

Differences between Sherri McDonald and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due Sherri McDonald shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to her right to seek judicial relief pursuant to Section 18.

18. **CHOICE OF LAW, JURISDICTION AND VENUE**

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

19. **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

c. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

20. **DEBARMENT CERTIFICATION:** 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/Contract. Suspension and/or debarment of the Contractor from securing federal or state funds shall be cause for immediate termination of this Agreement/Contract by the County.

20. **ENTIRE AGREEMENT** -

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

21. **NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by email with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by email, service shall be effective upon receipt during working hours. If an email is sent after working hours, it shall be effective at the beginning of the next working day.

The parties hereto acknowledge that the waiver of immunity set out in Section 7.b. was mutually negotiated and specifically agreed to by the parties herein.

CONTRACTOR:	Pacific County, Washington
Firm: McDonald Consulting	By: _____
By: Sherri McDonald	Title: _____
Signature: _____	
Date _____	Date _____

Address: 352 Ward Creek Road
Raymond, WA 98577

Approved as to Form by the Prosecuting Attorney's Office

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

PACIFIC COUNTY / McDONALD CONSULTING

SCOPE OF SERVICES

1. The services to be performed by Sherri McDonald d/b/a McDonald Consulting under this Contract, which are described in Section 2 of the Contract (SERVICES PROVIDED BY THE CONTRACTOR), are set forth as follows:

- Lead community health assessment and planning process for the Health & Human Services Department
- Gather materials available to support the assessment and planning processes
- Make recommendations regarding process, input, written materials, presentations, and products of this process
- Develop presentations specific to audiences: elected officials, community members, and special interest groups identified by County Health & Human Services Department staff.
- Make written reports, attend meetings, and gather information in support of development of the community assessment and community health improvement plan.
- Lead development of the final reports – Community Health Assessment and Community Health Improvement Plan for presentation to the Pacific County Board of Health / County Commissioners and interested community groups.
- Preliminary plan for development of the Community Health Assessment and Community Health Improvement Plan:

Development Step	Target Date
Proposal to Board of Health: • Social determinants of health • Adverse Childhood Experiences (ACEs) • Community involvement • State laws and potential effects on local services • Time line	September 2014
Health Assessment data gathering and development of presentation materials: • Health outcomes • Pacific County Adverse Childhood Experience (ACE) data • Pacific County Healthy Youth Survey Data • Clinical/service data	September 2014 to January 2015

• Health behaviors • Physical environment • Social factors • Economic factors • Policies and programs • State laws and potential effects on local services	
Community Survey to identify community priorities - develop, administer, evaluate survey data: • Wellspring Community Network • Peninsula Poverty Response • Teen Advocacy Coalition • Know & Grow • Ocean Beach 0-K Committee • Willapa Community Network • Human Service Advisory Committee • Service Clubs • Hispanic community • Asian community • Shoalwater Tribe • Ocean Beach and Willapa Harbor Hospitals • Valley View and Family Health FQHCs • Other groups identified by County Staff and Board of Health	January 2015: conduct survey April 2015: evaluate survey results
Identify service gaps: • HHS staff • Board of Health • Community groups	January to April 2015
Set priorities, goals, objectives; assign lead agencies • Meet with lead agencies • Establish goals and objectives	April and May 2015
Begin implementation	June 2015

- Development of specific work plan for each step, in collaboration with Health & Human Services Director.

2. The services to be performed by the COUNTY under this Contract, which are described in Section 3 of the Contract (SERVICES PROVIDED BY THE COUNTY) are set forth as follows (if applicable):

- Allow staff, elected and appointed officials, community leaders, and advisory board members to meet with Sherri McDonald, and share views, recommendations, and opinions regarding health assessment measures, identification of health issues, and improvement strategies to be included in the health improvement plan.

- Allow Sherri McDonald access to meeting space, program and Department materials, and information necessary to complete the Community Health Assessment and Community Health Improvement Plan. Such materials provided must be limited to de-identified data that excludes protected health information to

the extent possible in order to provide information in support of the assessment and plan development.

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT

PACIFIC COUNTY / McDONALD CONSULTING

COMPENSATION

Sherri McDonald's compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows:

- Services, including research, preparation, meetings, material development, and report writing and editing at $50 per hour, up to a maximum of $7,000.
- Compensation shall be payable by monthly invoice from McDonald Consulting per section 5 of this Contract.
- Should activity in addition to that outlined in the work plan be required as determined by mutual agreement of both parties, and contract is extended due to time or complexity, compensation will not exceed a total of $10,000.