



WellSpring Memorandum of Understanding

Background: WellSpring has been approved to host (1) AmeriCorps Member from September 2016 through July 2017 through the (PCYA) Pacific County Resiliency Corps. Long Beach Health Department is the current hosting site for WellSpring Community Network staff and wishes to extend that to the new AmeriCorps member.

Match is required for having an AmeriCorps in the amount of \$3,000.

Proposal: WellSpring Community Network requests Pacific County to allow shared office space at the Long Beach Health Department and pay for the AmeriCorps member match.

Services and Responsibilities

WellSpring Community Network shall be responsible to:

- a. Partner with Pacific County Health Department to provide office space for the AmeriCorps member and an area for maintaining their records.
- b. Set policy for its own programs.
- c. Provide liability insurance for the member and name the county as an additional insured on liability policy as outlined below.
- d. Formulate goals and objectives in compliance with the AmeriCorps Program.
- e. Oversee the daily operations of the AmeriCorps member and their activities and programs.
- f. Ensure all deliverables are met as outlined in the AmeriCorps work plan.
- g. Ensure all reporting requirements are met.
- h. Create, approve and follow its budget in compliance with its funding source.
- i. Pay for the cell phone, computer and any office supplies necessary to fulfill their position requirements.

The County through its Public Health and Human Services Department shall be responsible to:

- a. Provide office space for the AmeriCorps member
- b. Pay the cash match for 2016-17 in the amount of \$3000

Service Fees and Expense

With prior approval from WellSpring Community Network, the county will be reimbursed for any direct or indirect expenses related to the administration and oversight of the AmeriCorps contract.



Confidentiality

Both parties agree that they will be bound by and shall abide by all applicable federal and state statutes or regulations pertaining to the confidentiality of client records or information, including volunteers. The parties shall not use or disclose records or information about a recipient of the services provided under this agreement and any purpose not connected with the parties' contract responsibilities, *except* with the written consent of such recipients, recipient's attorney, or recipients' parent or guardian.

Indemnification/Hold Harmless

In accepting this Agreement, the WellSpring 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 WellSpring 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 WellSpring, 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.

Insurance

WellSpring shall maintain and provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 or greater per occurrence and \$2,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR shall provide the COUNTY a copy of the additional insured endorsements prior to the start of this contract. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory 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.

PUBLIC RECORDS ACT

This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any



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specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the CONTRACTOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CONTRACTOR for releasing records not clearly identified by the CONTRACTOR as confidential or proprietary. The COUNTY shall not be liable to the CONTRACTOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

CONTRACTOR agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the CONTRACTOR relating to its performance of this contract. This includes any lawsuit filed by a third party for the COUNTY's allegedly improper release of confidential or proprietary information pursuant to a public records request.

Equal Opportunity

The County and WellSpring Community Network mutually agree to be bound by and abide by all applicable anti-discrimination statutes, regulation, policies and procedures as may be applicable under any federal or state contracts, statutes or regulations or otherwise presently or hereinafter adopted by the agency.

Amendment

This agreement may be amended by mutual consent of both parties, however such agreements MUST BE in writing and signed by both parties.

DATED this ____ day of _____ 2016

**WellSpring Community Network
Coalition Name**

**Pacific County
Fiscal Agent Name**

**Jean Fisher, Chair
WellSpring Community Network**

**Frank Wolfe, Chairman
Pacific County Board of Commissioners**

Reviewed and approved as to form

**Mark McClain
Prosecuting Attorney**