



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Apple Martine, Director, Public Health
Veronica Shaw, Deputy Director, Public Health

DATE: May 28, 2024

SUBJECT: Agenda item – Jefferson County Speaker Contract – Behavioral Health Solutions LLC; June 27, 2024; \$1,000

STATEMENT OF ISSUE:

Jefferson County Public Health (JCPH) requests Board approval of the Jefferson County Speaker Contract with Dr. Heather Wisdom MS LMHC, Behavioral Health Solutions LLC for a workshop to be provided to JCPH staff on June 27, 2024; \$1,000.

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

JCPH was awarded workforce development funds by WA Department of Health (DOH) to expand, train, and sustain local public health workforce in the aftermath of the COVID-19 Pandemic. This training program aims to increase understanding of various mental health and substance use challenges, equip participants with coping skills to manage their own mental health, to develop skills to support others experiencing mental health challenges and teach de-escalation techniques for managing difficult situations. JCPH's implementation plan for these funds was approved by DOH for this purpose.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

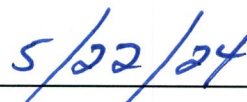
Speaker costs are covered by Center for Disease Control COVID-19 Public Health Workforce Development funds, through the consolidated contracts with WA Department of Health.

RECOMMENDATION:

JCPH management requests approval of the Jefferson County Speaker Contract with Behavioral Health Solutions LLC for a workshop being provided to JCPH staff to conduct training in de-escalation techniques for managing difficult situations in the workplace on June 27, 2024.

REVIEWED BY:


Mark McCauley, County Administrator


Date 5/22/24

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Behavioral Health Solutions

Contract No: AD-24-021

Contract For: De-escalation training

Term: June 27, 2024

COUNTY DEPARTMENT: _____

Contact Person: _____

Contact Phone: _____

Contact email: _____

AMOUNT: \$1000

Revenue: _____

Expenditure: \$1000

Matching Funds Required: _____

Sources(s) of Matching Funds: _____

Fund # _____

Munis Org/Obj _____

PROCESS:



Exempt from Bid Process



Cooperative Purchase



Competitive Sealed Bid



Small Works Roster



Vendor List Bid



RFP or RFQ



Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒

N/A: ☐

Signature

May 10, 2024

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒

N/A: ☐

Signature

May 10, 2024

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 5/10/2024.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 5/15/2024.
Standard language.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

**JEFFERSON COUNTY WASHINGTON
SPEAKER CONTRACT**

This **SPEAKER CONTRACT** is for the services of an individual to speak at the event described below, is made between Jefferson County (the “County”) and the speaker or facilitator (the “Facilitator”), for the services of the Facilitator, in consideration of the mutual benefits, terms, and conditions specified below.

1. EVENT DESCRIPTION:

Name of Event:	Mental Health & De-escalation
Date(s) and Times(s):	June 27, 2024
Event Location:	Jefferson County Public Health

2. FACILITATOR / BUSINESS:

Name:	Dr. Heather Wisdom MS LMHC Behavioral Health Solutions LLC
Permanent Address:	29307 78 th Ave S
City	Roy
State:	WA
Zip Code +4:	98580
Phone:	425-314-5410
Email:	drwisdom@behavioralhealthllc.net

3. COUNTY CONTACT:

Name:	Apple Martine
Department:	Jefferson County Public Health
Phone:	360-385-9443
Email:	amartine@co.jefferson.wa.us

4. COMPENSATION:

Item	Amount
Fee or Honorarium	\$200 per hour / first 4 hours \$100 per hour / each extra hour; Up to 6 hours for single- day training @ \$1000.00
Lodging	N/A
Meals	N/A
Transportation	N/A
Other	N/A
TOTAL COMPENSATION	\$1,000.00

5. **PAYMENT:** All payments will be in form of a check issued by Jefferson County, WA and will be payable to the Facilitator at the address listed in Section 2 within 30 days of submission of an invoice by the Facilitator along with federal form W-9.

6. INDEPENDENT CONTRACTOR:

The Facilitator and the County agree that the Facilitator is an independent contractor with respect to the services provided pursuant to this Speaker Contract. The Facilitator specifically has the right to direct and control the Facilitator's own activities, and the activities of its subcontractors, employees, agents, and representatives, in providing the agreed services in accordance with the specifications set out in this Speaker Contract. Nothing in this Speaker Contract shall be considered to create the relationship of employer and employee between the parties. Neither the Facilitator nor any employee of The Facilitator shall be entitled to any benefits accorded County employees by virtue of the services provided under this Speaker Contract, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Facilitator, or any employee of the Facilitator.

7. LIABILITY COVERAGE FOR EACH PARTY:

- (a) The County is member of Washington Counties Risk Pool for liability protection. Such protection applies to the County and their employees only. Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62

RCW shall be non-contributory with respect to any policy of insurance the Facilitator must provide in order to comply with this Speaker Contract.

- (b) The Facilitator (including all of its employees, officers, agents and subcontractors) shall provide their own liability coverage. This coverage shall include Employer's Liability or Stop Gap Coverage with limits meeting all applicable state and federal laws. Insurers for the Facilitator and its employees, officers, agents and subcontractors shall have no right of recovery or subrogation against the County (including its officers, officials, employees, agents and volunteers (and their marital communities)), it being the intention of the parties that the insurance policies, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance. Insurance companies issuing the policy or policies shall have no recourse against the County (including its officers, officials, employees, agents and volunteers (and their marital communities)) for payment of any premiums or for assessments under any form of policy. All deductibles in the above-described insurance policies shall be assumed by and be at the sole risk of the Facilitator.

8. FACILITATOR'S WORKER'S COMPENSATION COVERAGE (INDUSTRIAL INSURANCE):

- (a) If and only if the Facilitator employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Facilitator, the Facilitator shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Speaker Contract and shall provide evidence of coverage to Jefferson County Public Health, upon request.
- (b) Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws.
- (c) This coverage shall extend to any subcontractor(A) that does not have their own worker's compensation and employer's liability insurance.
- (d) The Facilitator expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.
- (e) If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Facilitator.

9. MUTUAL INDEMNITY:

- (a) For their comparative liability, each party agrees to indemnify, defend and hold the other party, their officers, officials, employees, agents and volunteers (and their marital communities), harmless from and against any claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution

costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of their officers, officials, employees, agents or volunteers (and their marital communities).

- (b) A party shall not be required to indemnify, defend, or hold the other party or their officers, officials, employees, agents and volunteers (and their marital communities) harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other party or their officers, officials, employees, agents or volunteers.
- (c) If any concurrent act occurs or omission of the parties and their officers, officials, employees, agents and volunteers, negligent or otherwise, these indemnity provisions shall be valid and enforceable only for the comparative liability of each party and their officers, officials, employees, agents or volunteers.
- (d) The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.
- (e) The indemnification obligations of the parties shall not be limited by the Washington State Industrial Insurance Act, Title 51 RCW, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. Each party expressly waives any immunity afforded by such acts to the extent required by a party's obligations to indemnify, defend and hold harmless the other party, their officers, officials, employees, agents and volunteers (and their marital communities). A party's waiver of immunity does not extend to claims made by their own employees directly against that party as employer. The indemnity provisions of this section are a material inducement to enter into this Agreement and have been mutually negotiated.
- (f) This section shall survive the expiration or termination of this Speaker Contract.

10. SUBCONTRACTING REQUIREMENTS:

- (a) The Facilitator is responsible for meeting all terms and conditions of this Speaker Contract including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of this Speaker Contract. The Facilitator assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.
- (b) Every subcontractor must agree in writing to follow every term of this Speaker Contract. The Facilitator must provide every subcontractor's written agreement to follow every term of this Speaker Contract before the subcontractor can perform any services under this

Speaker Contract. The Public Health Director or their designee must approve any proposed subcontractors in writing.

- (c) Any dispute arising between the Facilitator and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of the County and without detrimental impact on the Facilitator's performance required by this Speaker Contract.

11. DISCRIMINATION PROHIBITED:

The Facilitator, with regard to the work performed by it under this Speaker Contract, will not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, sexual orientation, material status, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

12. NO ASSIGNMENT:

The Facilitator shall not sublet or assign any of the services covered by this Speaker Contract without the express written consent of the Public Health Director or their designee. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

13. DISPUTES:

The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Speaker Contract shall be submitted in writing within 10 days to the County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Speaker Contract, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Facilitator hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County

14. CANCELLATIONS:

- (a) Either party may cancel this Speaker Contract without obligation to the other if cancellation notice is received in written form at least 30 days before the appearance date.
- (b) Facilitator agrees to furnish payment to the County for actual appearance preparation costs in the event of a late cancellation, late appearance, or non-appearance within 30 days after billing.

- (c) If, due to illness, accident, or other causes legally known as Acts of God, Facilitator is forced to cancel this Speaker Contract, neither party, nor any representative shall be liable for any payment.

15. NOTICES:

All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to the County shall be sent to the following address:

Jefferson County Risk Manager
P.O. Box 1220
Port Townsend, WA 98368

Notices to the Facilitator shall be sent to the following address:

Dr. Heather Wisdom MS LMHC
Behavioral Health Solutions LLC
29307 78th Ave S
Roy, WA 98580

16. MISCELLANEOUS:

- (a) The Facilitator is solely responsible for payment of royalty fees, and/or dramatic rights and dramatic musical works and/or performance fees, fees required by unions and similar organizations, and similar costs. The Facilitator shall indemnify the County against any liability or damages, including attorney fees, which may arise as a result of violation by Facilitator of copyright laws.
- (b) Facilitator, by signature to this Speaker Contract, certifies that Facilitator is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Speaker Contract, or any Speaker Contract by any Federal department or agency.
- (c) This Speaker Contract memorializes the entire Speaker Contract between the parties. No representation or promise not expressly contained in this Speaker Contract has been made. The parties are not entering into this Speaker Contract based on any inducement, promise, or representation, expressed or implied, which is not expressly contained in this Speaker Contract. This Speaker Contract supersedes all prior or simultaneous representations, discussions, negotiations, and Speaker Contracts, whether written or oral, within the scope of this Speaker Contract.

- (d) Facilitator is responsible for meeting all terms and conditions of this Speaker Contract including standards of service, quality of materials and workmanship, costs, and schedules.
- (e) While performing Project services, the use of illegal drugs, alcohol, or controlled substances on the County property or premises is strictly prohibited. Facilitator, volunteers, and Facilitator associates and/or employees shall not perform Project services while under the influence of drugs or alcohol, and if discovered, may be reported to the appropriate law enforcement agency.
- (f) The use of tobacco of any kind on property or premises of the County shall comply with County policies.
- (g) No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party. No term or provision of this Speaker Contract will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
- (h) The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
- (i) The terms of this Speaker Contract are not severable. If any provision of this Speaker Contract or the application of this Speaker Contract to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Speaker Contract and the application this Speaker Contract shall not be enforceable.
- (j) This Speaker Contract shall be binding upon and inure to the benefit of the parties' successors in interest, heirs and assigns.
- (k) The parties do not intend, and nothing in this Speaker Contract shall be construed to mean, that any provision in this Speaker Contract is for the benefit of any person or entity who is not a party.
- (l) This Speaker Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Speaker Contract at different times and places by the parties shall not affect the validity of this Speaker Contract, so long as all the parties execute a counterpart of this Speaker Contract.
- (m) The parties agree that this Speaker Contract has been negotiated at arms-length, with the assistance and advice of competent, independent, legal counsel.

- (n) This Speaker Contract shall be binding upon and inure to the benefit of the parties' successors in interest, heirs and assigns.
- (o) Notwithstanding any provisions of this Speaker Contract to the contrary, 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, Chapter 42.56 RCW (as may be amended), Facilitator agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. Facilitator also agrees that upon receipt of any written public record request, Facilitator shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Speaker Contract.
- (p) Facilitator shall, in performing the services contemplated by this Speaker Contractor, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Speaker Contract.

11. ENTIRE SPEAKER CONTRACT AND NOTICE:

- (a) This Speaker Contract and Purchase Order (if applicable) constitutes the entire Speaker Contract between the parties.
- (b) Any requirements that the County comply with terms, provisions, or directions of any Speaker Contracts, indentures, declarations of trust, etc., shall only be binding if the specific terms of the same are made known to and agreed to by the County, in writing by the persons listed below, in advance of the Speaker Contract execution or are made part of this Speaker Contract prior to the signing of the Speaker Contract by the County.
- (c) This Speaker Contract may be modified or amended in writing signed by authorized signatories of the Facilitator and the County.

12. EXECUTED CONTRACT SIGNATURE:

The undersigned represents that they are a representative authorized to sign on behalf of the party indicated and to enter into this Speaker Contract.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

The parties have agreed to and executed this Speaker Contract as of the dates indicated below:

JEFFERSON COUNTY WASHINGTON

BEHAVIORAL HEALTH SOLUTIONS LLC

Board of County Commissioners
Jefferson County, Washington

By: _____
Kate Dean, Chair Date

By: Dr H Wisdom
Dr. Heather Wisdom

By: _____
Greg Brotherton, Commissioner Date

Title: CEO and Owner

Date: 5/22/24

By: _____
Heidi Eisenhour, Commissioner Date

SEAL:

ATTEST:

Carolyn Galloway, CMC Date
Clerk of the Board

Approved as to form only:

 05/15/2024 for
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney