



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

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Barb Jones, CHIP Manager
Apple Martine, Director

DATE:

SUBJECT: Agenda item – Amendment 3 to Professional Services Agreement with VillageReach; May 1, 2024 through July 31, 2024; \$25,000

STATEMENT OF ISSUE:

Jefferson County Public Health (JCPH) is requesting Board approval for Amendment 3 to the Professional Services Agreement with VillageReach, and its Amendments 1 and 2, Modification. VillageReach is working with JCPH to complete a Data Modernization project using a deliverables-based payment model, which is specified in the Appendix D of this Amendment 3 to the Professional Services Agreement.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

This Amendment 3 is fully funded by Foundational Public Health Services (FPHS) for \$25,000.00 Workforce Development, for a total of \$25,000.00

RECOMMENDATION:

JCPH management requests approval of Amendment 3 of the Professional Services Agreement with VillageReach.

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: VillageReach

Contract No: AD-23-042-A3

Contract For: Community Navigator Assessment-Amend3 Term: May 1, 2024 - July 31 2024

COUNTY DEPARTMENT: Public Health
Contact Person: Denise Banker
Contact Phone: X 438
Contact email: dbanker@co.jefferson.wa.us

AMOUNT: \$25,000

Revenue: _____

Expenditure: \$25,000

Matching Funds Required: _____

Sources(s) of Matching Funds _____

Fund # 127

Munis Org/Obj 12756200

PROCESS:

- ☐ Exempt from Bid Process
☐ Cooperative Purchase
☐ Competitive Sealed Bid
☐ Small Works Roster
☐ Vendor List Bid
☐ RFP or RFQ
☒ Other: Sole source

APPROVAL STEPS:

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

CERTIFIED: ☒ N/A: ☐

Signature

Mar. 13, 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

Mar. 13, 2024

Date

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

Electronically approved by Risk Management on 3/15/2024.

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

Electronically approved as to form by PAO on 3/20/2024.
Contract amendment of a county standard PSA form.

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

AMENDMENT #3
TO
PROFESSIONAL SERVICES AGREEMENT
Between
VillageReach
And
The County of Jefferson, a municipal corporation
Dated: May 1, 2024 through July 31, 2024

The Purpose of this Amendment is to amend the Professional Services Agreement (this Agreement) and its Amendments 1 and 2 with VillageReach to extend and include the dates May 1, 2024 – July 31, 2024, for Data Modernization and to add an additional scope to work, and remuneration. This amendment adds \$25,000.00 to this Agreement's original amounts, which terminate April 30, 2024, and November 30, 2024 respectively of \$42,000.00 and \$66,827.79, respectively for a total amount funded by this Agreement of \$133,827.79. This Agreement is hereby amended as follows:

- Section 1. **PROJECT DESIGNATION**
Amendment 3 extends additional scope of work (see Appendix D).
- Section 2. **SCOPE OF SERVICES**
The Contractor agrees to perform the services identified on Appendix D, attached hereto including the provision of all labor.
- Section 3. **TIME FOR PERFORMANCE**
This Amendment to this Agreement shall commence on May 1st, 2024 and continue through July 31, 2024.
- Section 4. **PAYMENT**
Payment for work to complete statement of work (Appendix D) of Amendment 3 provided by the Contractor shall be made as provided on Appendix E attached hereto, provided that the total amount of payment to the Contractor shall not exceed \$25,000.00 without written modification of this Amendment to the Agreement signed by the County.

All other terms and conditions of this Agreement, and its Amendment 1 and 2 remain in effect; and this Amendment 3, Amendment 2, Amendment 1, and this Agreement represent the sum total of the mutual agreement by and between VillageReach and the County of Jefferson, a municipal corporation.

(Signature Page: Next Page)

Signature Page:

Dated this _____ day of _____, 2024.

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: _____
Kate Dean, Chair Date

SEAL:

ATTEST:

Carolyn Gallaway, Date
Clerk of the Board

Approved as to form only:



Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

VILLAGEREACH

By: Tendai C Munyoro
Signature

Name (Print): Tendai Munyoro

Title: Chief Financial Officer

Date: 03/25/2024

EXHIBIT D

SCOPE OF WORK

	DELIVERABLE	TIMELINE	DELIVERY DATE	COST
1	Identify key data sources	2 weeks	May 15, 2024	\$5,000
2	Data management, visualization and capacity building	1 month	June 14, 2024	\$18,000
3	Documentation and recommendations for next steps	1.5 months	July 31, 2024	\$2,000
Total Budget				\$25,000

As the project scope and timeline are not fully defined between JCPH and VillageReach, VillageReach support priorities and specific scope of work may change based on the needs of JCPH and community stakeholders. This section outlines a work plan, subject to change as project details evolve.

DELIVERABLE	ACTIVITIES	OUTPUTS	TIME PERIOD
1. IDENTIFY KEY DATA SOURCES	Activities may include: - Support JCPH (Alyssa and Lolinthea) staff in identifying tier 1 (top priority) health topics/indicators/data sources from those that are used in the Community Health Assessment - Support JCPH staff (Alyssa and Lolinthea) in development of a comprehensive data dictionary - Create workplan for data management process	- List of Tier 1 data sources and indicators - Data dictionary - Data management process workplan	May 1-May 15, 2024
2. DATA MANAGEMENT, VISUALIZATION AND CAPACITY BUILDING	Activities may include: - Capacity building for JCPH (Alyssa and Lolinthea) staff on PowerBI - Pull tier one data sources into PowerBI - Create visualization mock-ups for CHA team to review - Build agreed upon visualizations/report pages in PowerBI	- Capacity building sessions - Visualization mock-ups - PowerBI report pages	May 15-June 14, 2024
3. DOCUMENTATION AND RECOMMENDATIONS FOR NEXT STEPS	Activities may include: - Document standard operating procedures (SOPs) for data management and visualization processes - Document tier 2 priority data sources for JCPH staff (Alyssa and Lolinthea) to replicate the process for	- Documented SOPs - List of tier 2 data sources	June 15-July 31, 2024

Key Contacts

NAME	ROLE	ORGANIZATION	EMAIL
Barbara Jones	CHIP Manager	JCPH	BJones@co.jefferson.wa.us
Apple Martine	Director	JCPH	Martine@co.jefferson.wa.us
Alyssa Wyrsh	Epidemiologist	JCPH	AWyrsh@co.jefferson.wa.us
Lolinthea Hinkley	Biostatistician	JCPH	LHinkley@co.jefferson.wa.us

Potential Travel Schedule

DATES	LOCATION	PURPOSE
5 Days, May	Port Townsend	First round of in-person capacity building sessions on PowerBI with JCPH staff (Alyssa and Lolinthea)
5 Days, June	Port Townsend	Second round of in-person capacity building sessions on PowerBI with JCPH staff (Alyssa and Lolinthea)

EXHIBIT E
BUDGET

SCOPE OF WORK				
	DELIVERABLE	TIMELINE	DELIVERY DATE	COST
1	Identify key data sources	2 weeks	May 15, 2024	\$5,000
2	Data management, visualization and capacity building	1 month	June 14, 2024	\$18,000
3	Documentation and recommendations for next steps	1.5 months	July 31, 2024	\$2,000
			Total Budget	\$25,000

**AMENDMENT #2
TO
PROFESSIONAL SERVICES AGREEMENT
Between
VillageReach
And
The County of Jefferson, a municipal corporation
Dated: March 1, 2024 through November 30, 2024**

The Purpose of this Amendment is to extend Professional Services Agreement (this Agreement) and its Amendment 1 with VillageReach from March 1, 2024 – November 30, 2024, and to add an additional scope to work, and remuneration. This amendment adds \$66,827.79 to this Agreement's original amounts, which terminate April 30, 2024, of \$42,000 for a total amount funded by this Agreement of \$108,827.79. This Agreement is hereby amended as follows:

- Section 1. **PROJECT DESIGNATION**
Amendment 2 adds an additional scope of work (see Appendix D).
- Section 2. **SCOPE OF SERVICES**
The Contractor agrees to perform the services identified on Appendix D, attached hereto including the provision of all labor.
- Section 3. **TIME FOR PERFORMANCE**
This Amendment to this Agreement shall commence on March 1, 2024 and continue through November 30, 2024.
- Section 4. **PAYMENT**
Payment for work provided by the Contractor shall be made as provided on Appendix E attached hereto, provided that the total amount of payment to the Contractor shall not exceed \$66,827.79 without written modification of this Agreement signed by the County.

All other terms and conditions of this Agreement, and its Amendment 1 remain in effect; and this Amendment 2, Amendment 1, and this Agreement represent the sum total of the mutual agreement by and between VillageReach and the County of Jefferson, a municipal corporation.

(Signature Page: Next Page)

Signature Page:

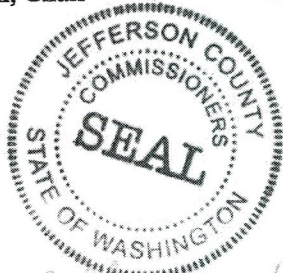
Dated this 26th day of February, 2024.

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: [Signature] 2/26/24
Kate Dean, Chair Date

SEAL:



ATTEST:

[Signature] 2/26/24
Carolyn Gallaway, Date
Clerk of the Board

Approved as to form only:

[Signature] February 15, 2024
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

VILLAGEREACH

By: Tendai C Munyoro
Signature

Name (Print): Tendai Munyoro

Title: Chief Financial Officer

Date: 02/22/2024

EXHIBIT D

SCOPE OF WORK

As the project scope and timeline are not fully defined between JCPH and VillageReach, VillageReach support priorities and specific scope of work may change based on the needs of JCPH and community stakeholders. This section outlines a work plan, subject to change as project details evolve.

DELIVERABLE	ACTIVITIES	OUTPUTS	TIME PERIOD
1. DESIGN CLIMATE HEALTH ASSESSMENT	Activities may include: • Inventory existing climate health data reports for Jefferson County. (Sea Level Rise, On-site Septic Systems, etc.) • Desk review of existing climate health data sources and past projects in Jefferson County and if they if they are relevant to Quilcene and Brinnon areas. • Identify Environment Health impacts to be reviewed, including community/residential water, sewer and on-site septic systems. • Stakeholder mapping—including Jefferson County vs Brinnon/Quilcene specific • Identify necessary secondary data sources, including community health indicators associated with climate and environmental impacts. • Develop data analysis plan	• Jefferson County document inventory • Landscape desk review • Stakeholder mapping • Secondary data sources identified • Data analysis plan	March 1–April 30, 2024
2. COLLATE AND ANALYZE DATA	Activities may include: • Secondary data analysis in partnership with key JCPH staff (Lolinthea and Alyssa) • Capacity building of key JCPH staff (Lolinthea and Alyssa) in PowerBi and ArcGIS • Collate opportunities, barriers, and key findings • Identify key finding, opportunities, and barriers to include in community reporting/data walk • Identify key community health partners to include in the human centered design workshops.	• Secondary data collection and analysis • Summary of preliminary findings	May 1–July 31, 2024
3. CONDUCT HUMAN-CENTERED DESIGN WORKSHOPS	Activities may include: • Create and install community data walks in Brinnon and Quilcene to share findings from secondary data analysis • Conduct community data sharing sessions in Brinnon and Quilcene to guide stakeholders through data walk • Select priority opportunities/barriers identified in the evaluation in partnership with key stakeholders • Conduct rapid human centered design (HCD) workshops in Brinnon and Quilcene with JCPH and stakeholders to co-create interventions to address challenges	• Data walk installation • Data sharing sessions conducted • HCD workshops conducted • Further development of community health partners.	August 1–September 30, 2024

DELIVERABLE	ACTIVITIES	OUTPUTS	TIME PERIOD
4. REPORT AND DISSEMINATE LEARNINGS	Activities may include: - Support JCPH, key stakeholders, and community health partners to prototype and/or plan implementation of co-created interventions - Collate evaluation findings and recommendations - Disseminate findings via reports and feedback sessions with stakeholders	- Plan for prototype/pilot of priority interventions - Final evaluation report	October 1-November 30, 2024

Key Contacts

NAME	ROLE	ORGANIZATION	EMAIL
Barbara Jones	CHIP Manager	JCPH	BJones@co.jefferson.wa.us
Apple Martine	Director	JCPH	Martine@co.jefferson.wa.us
Alyssa Wyrsh	Epidemiologist	JCPH	AWyrsh@co.jefferson.wa.us
Lolinthea Hinkley	Biostatistician	JCPH	LHinkley@co.jefferson.wa.us

Potential Travel Schedule

DATES	LOCATION	PURPOSE
3 Days, March/April	Port Townsend, Brinnon & Quilcene	Project team alignment meeting, data analysis planning sessions with JCPH staff, stakeholder meetings as needed
3 Days, May/June	Port Townsend, Brinnon & Quilcene	Data analysis in-person working sessions, stakeholder meetings as needed
2 Days, July/August	Brinnon & Quilcene	Install data walk, conduct data sharing sessions
2 Days, July/August	Brinnon & Quilcene	Conduct HCD sessions

EXHIBIT E
BUDGET

	DELIVERABLE	TIMELINE	DELIVERY DATE	COST
1	Design climate health assessment	2 months	April 30, 2024	\$13,262.18
2	Collate and analyze data	3 months	July 31, 2024	\$21,142.97
3	Conduct human-centered design workshops	2 months	September 30, 2024	\$18,763.30
4	Report and disseminate learnings	2 months	November 30, 2024	\$13,659.34
			<i>Total Budget</i>	<i>\$66,827.79</i>

**AMENDMENT NO. 1
TO THE
PROFESSIONAL SERVICES AGREEMENT
WITH
VillageReach**

The above-referenced Professional Services Agreement between VillageReach and Jefferson County, which commenced on April 1, 2023, is hereby amended as follows:

1.
 - a. Section 4 – Payment: **delete 4.b and replace with the below in its entirety:**
Invoices for fixed price deliverables outlined in Appendix A will be issued upon submission of each deliverable, at the cost detailed in Appendix B. Such invoices will be checked by the County, and upon approval thereof, payment will be made to the Contractor in the amount approved. Failure to submit timely invoices and reports pursuant to Exhibit B of the Agreement may result in a denial of payment. Invoices not submitted within 30 days may be denied. Notwithstanding the foregoing, County shall provide Contractor with a period of five (5) business days to cure any default under this Section 4(b).
 - b. Section 4 – Payment: **delete 4.c, 4.d, and 4.e.**
 - c. Section 34: Criminal History/Background Check: **Remove reference to Washington State Patrol fingerprint identity.**
2. All other terms and conditions remain unchanged.

SIGNATURES FOLLOW ON THE NEXT PAGE

SIGNATURE PAGE

Jefferson County Washington

Board of County Commissioners
Jefferson County, Washington

By: [Signature] 8/21/23
Greg Brotherton, Chair Date

By: [Signature] 8/21/23
Heidi Eisenhour, Commissioner Date

By: Approved Telephonically 8/21/23
Kate Dean, Commissioner Date

SEAL:



ATTEST:

Carolyn Galloway 8/21/23
Carolyn Galloway, Date
Clerk of the Board

Approved as to form only:

P.C. Hunsucker August 2, 2023
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

VillageReach

By: [Signature]
Signature

Name: Ann Holmes

Title: VP, Global Operations

Date: 08/09/2023

**PROFESSIONAL SERVICES AGREEMENT FOR
JEFFERSON COUNTY PUBLIC HEALTH**

And

VillageReach

THIS PROFESSIONAL SERVICES AGREEMENT ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and VillageReach ("the Contractor"), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. Jefferson County Public Health (JCPH) is partnering with the Olympic Peninsula YMCA Jefferson County Branch's Family Resources Navigator (FRN) program to connect with the communities they serve to provide education, awareness, and access to COVID-19 prevention, testing, and vaccination. VillageReach will support project implementation, assess implementation and impact of the project, and apply assessment findings to real-time project improvements. VillageReach's services are funded by a grant awarded by the Olympic Area Agency on Aging (O3A). This project will follow the timeline outlined in the Scope of Service (Exhibit "A").
2. Scope of Services. Contractor agrees to perform the services identified on Exhibit "A" attached hereto including the provision of all labor.
3. Time for Performance. This Agreement shall commence on April 1, 2023 and continue through April 30, 2024. Work performed consistent with this Agreement during its term, put prior to the adoption of this Agreement, is hereby ratified. The Contractor shall perform all services pursuant to this Agreement as outlined on Exhibit "A".
4. Payment. The Contractor shall be paid by the County for completed work and for services rendered under this Agreement as follows:
 - a. Payment for the work provided by Contractor shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Contractor shall not exceed \$42,000 without express written modification of the Agreement signed by the County.
 - b. Invoices must be submitted by the 15th of the month for the previous month's expenses. Such invoices will be checked by the County, and upon approval thereof, payment will be made to the Contractor in the amount approved. Failure to submit timely invoices and reports pursuant to Exhibit B of the Agreement may result in a denial of reimbursement. Invoices not submitted within 60 days may be denied. Notwithstanding the foregoing, County shall provide Contractor with a period of five (5) business days to cure any default under this Section 4(b).

- c. Final payment of any balance due the Contractor of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work and submittal of reports under this Agreement and its acceptance by the County.
 - d. If any grant funds awarded to the County will reimburse payment for the services identified in Exhibit A, then upon signing of this Agreement, the County shall provide to the Contractor a written statement of the forms or formats for identification and transmission of cost allocations and/or methodology to the County that are an example of the backup documentation required from the Contractor in subparagraph 4(e) below.
 - e. Contractor shall provide invoices and necessary backup documentation for all services including timesheets and statements (specifying the services provided). Any indirect charges require the submittal of an indirect cost methodology and rate using 2 C.F.R. Part 255 and 2 C.F.R. Part 230.
 - f. The Contractor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
5. Ownership and Use of Documents. All non-confidential or de-identified documents, drawings, specifications, and other materials produced by the Contractor specifically at the request of County in connection with the services rendered under this Agreement shall be the property of the County whether the project for which they are made is executed or not. County acknowledges and agrees that the Contractor has prepared core materials that are proprietary to the Contractor, including non-confidential or de-identified documents, drawings, slideshows, and other materials that may be adjusted, modified or tailored for use by the County and that such transmitted or delivered materials are the property of the County but are not for use or by or re-distribution to any other third parties. County shall not distribute materials received from the Contractor beyond the participants in the workshop, all of whom have been identified to the Contractor. The Contractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Contractor's endeavors. Contractor shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.
6. Compliance with Laws. Contractor shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.
7. Financial Review.
- a. Upon request the County shall have the option of performing an onsite review of all records, statements, and documentation.

- b. If the County finds indications of potential non-compliance during the monitoring process, the County shall notify Contractor within ten (10) days. County and Contractor shall meet to discuss areas of contention in an attempt to resolve issues.
8. Indemnification. The Contractor shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any and all claims, injuries, damages, losses or suits including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
9. Insurance. Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of the Agreement.
 - a. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Contractor's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (c) Non-owned automobiles.
 - b. Commercial General Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
 - i. Broad Form Property Damage, with no employee exclusion;
 - ii. Personal Injury Liability, including extended bodily injury;

- iii. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
 - iv. Premises – Operations Liability (M&C);
 - v. Independent Contractors and subcontractors;
 - vi. Blanket Contractual Liability.
- c. Professional Liability Insurance. The Contractor shall maintain professional liability insurance against legal liability arising out of activity related to the performance of this Agreement, on a form acceptable to Jefferson County Risk Management in the amounts of not less than \$1,000,000 Each Claim and \$2,000,000 Aggregate. The professional liability insurance policy should be on an “occurrence” form. If the professional liability policy is “claims made,” then an extended reporting periods coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at the Contractor’s sole expense. The Contractor agrees the Contractor’s insurance obligation to provide professional liability insurance shall survive the completion or termination of this Agreement for a minimum period of three (3) years.
- d. The County shall be named as an “additional named insured” under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.
- e. Such insurance coverage shall be evidenced by one of the following methods:
(a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
- f. The Contractor shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of overage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Public Health 615 Sheridan Street, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an “additional insured” to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.
- g. Failure of the Contractor to take out or maintain any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.

- h. The Contractor's insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), 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.
- i. Insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.
- j. All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Contractor.
- k. Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- l. Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Contractor until the Contractor shall furnish additional security covering such judgment as may be determined by the County.
- m. 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 Contractor must provide in order to comply with this Agreement.
- n. The County may, upon the Contractor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.
- o. The Contractor's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.
- p. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.
- q. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- r. The Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all the requirements stated herein.
- s. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- t. The Contractor shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the Jefferson County Public Health Contracts Manager by registered mail, return receipt requested.
- u. The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- v. The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

10. Worker's Compensation (Industrial Insurance).

- a. If and only if the Contractor 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 Contractor, the Contractor shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement 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. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.
- c. This coverage shall extend to any subcontractor that does not have their own worker's compensation and employer's liability insurance.
- d. The Contractor 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 Contractor.
11. Independent Contractor. The Contractor and the County agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor specifically has the right to direct and control Contractor'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 Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, 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 Contractor, or any employee of Contractor.
12. Subcontracting Requirements.
- a. The Contractor is responsible for meeting all terms and conditions of this Agreement 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 Agreement. The Contractor 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 Agreement. The Contractor must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The Public Health Director or their designee must approve any proposed subcontractors in writing.
 - c. Any dispute arising between the Contractor 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 Contractor's performance required by this Agreement.
13. Covenant Against Contingent Fees. The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion to deduct

from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. Discrimination Prohibited. The Contractor, with regard to the work performed by it under this Agreement, 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.
15. No Assignment. The Contractor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County which has been expressly provided with respect to the subcontractors who have executed this Agreement below. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.
16. Non-Waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
17. Termination.
 - a. The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Contractor.
 - b. reserves the right to terminate this Agreement by giving ten (10) days written notice to the County.
 - c. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Contractor and the County, if the County so chooses.
 - d. The County reserves the right to terminate this contract in whole or in part, with 10 days' notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.
18. 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:

Bonnie Obremski
Jefferson County Public Health Department
615 Sheridan Street
Port Townsend, WA 98368

Notices to Contractor shall be sent to the following address:

Emily Gibson
VillageReach USA
210 S Hudson St, Suite 307
Seattle, Washington 98134

19. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated Agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. The Contractor ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by the Contractor, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.
20. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Contractor.
21. 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 Agreement 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 Agreement, 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 Contractor hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.
22. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
23. Limits of Any Waiver of Default. 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.

24. No Oral Waiver. No term or provision of this Agreement 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.
25. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
27. No Assignment. The Contractor shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.
28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
29. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
30. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
31. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
32. Public Records Act. Notwithstanding the provisions of this Agreement 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 hereafter be amended, the Contractor 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. The Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.
33. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, as required by the Health Insurance Portability and Accountability Act (HIPAA) and any other applicable privacy laws, the Contractor

agrees to keep such information confidential. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of personal information, with the prior written consent of the person to whom the personal information pertains. The Contractor shall maintain the confidentiality of all personal information and other information gained by reason of this Agreement, and shall return or certify the destruction of such information if requested in writing by Jefferson County. This Agreement, once executed, will be a "public record" subject to production to a third party if same is requested pursuant to the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended.

34. Criminal History/Background Check. Each of the Contractor's employees, the employees of any of the Contractor's approved subcontractor, or volunteers used by the Contractor shall submit to a Washington State Patrol fingerprint identity and criminal history check before they are authorized to perform services for the Project. The County agrees to bear all reasonable costs incurred in the performance of this fingerprint identity and criminal history check. Contractors who may or will have regular access or limited access to any juveniles shall also:

- a. Require that each of the Contractor's employees, the employees of any of the Contractor's approved subcontractor, or volunteers used by the Contractor undergo not less often than once every three (3) years another Jefferson County approved criminal history and background check;
- b. Ensure all employees, subcontractors, or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sexual Offense;
- c. Sign the Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to Jefferson County with signed Agreement.

DATED this 24th day of July, 20 23.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

SIGNATURE PAGE

VillageReach

Name of Contractor

ANN HOLMES

Contractor Representative (Please print)

[Signature]

(Signature)

VP, Global Operations

Title

July 11, 2023

Date

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

[Signature]

Greg Brotherton, Chair

[Signature]

Kate Dean, Member

[Signature]

Heidi Eisenhour, Member

The following subcontractors working with VillageReach agree to follow the terms of this agreement:

Name of Subcontractor

Contractor Representative (Please print)

(Signature)

Title

Date

Name of Subcontractor

Contractor Representative (Please print)

(Signature)

Title

Date

Approved as to form only:

[Signature]

June 21, 2023

Philip C. Hunsucker

Date

Chief Civil Deputy Prosecuting Attorney

INTENTIONALLY DELETED

APPENDIX A: SCOPE OF SERVICES

Jefferson County Public Health (JCPH) will partner with the Olympic Peninsula YMCA Jefferson County Branch's Family Resources Navigator (FRN) program to connect with the communities they serve to provide education, awareness, and access to COVID-19 prevention, testing, and vaccination. The project will entail knowledge sharing between JCPH and FRNs, along with tailored outreach and messaging. VillageReach will support project implementation, assess implementation and impact of the project, and apply assessment findings to real-time project improvements.

The scope of services includes the following:

APPROACH

Work with the JCPH Communications Specialist to:

- Conduct a landscape analysis including best practices for similar programs, definition of success, and explore opportunities to expand or scale the program
- Develop a health-equity focused monitoring and evaluation (M&E) plan
- Implement the M&E plan; collect qualitative and quantitative data; collate opportunities, barriers, and recommendations
- Conduct rapid community feedback; support JCPH and YMCA to pilot light touch improvements
- Collate evaluation findings and recommendations; disseminate findings via reports and feedback sessions

ONE-TIME DELIVERABLES

1. Provide recommendations on program design based on landscape analysis
2. Develop M&E plan
3. Implement M&E plan and identify priority opportunities and barriers
4. Partner with stakeholders to co-design and test light touch project improvements based on M&E findings
5. Collate and disseminate learnings

SCHEDULE

Task	Finish Date
Provide recommendations on program design based on landscape analysis	Jul 31, 2023
Develop M&E plan	Sept 29, 2023
Implement M&E plan	Dec 29, 2023
Community feedback gathered and recommendations generated	Feb 29, 2024
Report on lessons learned created and disseminated	Apr 30, 2024

APPENDIX B: BUDGET

Description of Services	Cost
Provide recommendations on program design based on landscape analysis	\$ 5,035.38
Develop M&E plan	\$ 5,814.54
Implement M&E plan	\$ 14,105.43
Community feedback gathered and recommendations generated	\$ 10,900.69
Report on lessons learned created and disseminated	\$ 6,143.95
Total	\$ 42,000.00

APPENDIX C: STATEMENT OF NON-DEBARMENT FROM FEDERAL FUNDING

This is to certify that VillageReach, or any of its principals, agents, representatives or subcontractors, have not been debarred or suspended from receiving federal funds for procurement or non-procurement purposes.

VillageReach

ANN HOLMES

Contractor Representative (*Please print*)



(*Signature*)

July 11, 2023

Date