# CLARK COUNTY
# STAFF REPORT

**DEPARTMENT:** Community Services

**DATE:** 08/24/15

**REQUESTED ACTION:** That the County Manager approve a professional services contract with Margaret McCarthy to provide services supporting the Washougal UNITE! Prevention Coalition.

____ Consent ____ Hearing __X__ County Manager

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## BACKGROUND

This DCS professional services contract with Margaret McCarthy funds facilitation and coordination for the Washougal UNITE! Prevention Coalition. The contract provides for a .75 FTE staff position responsible for a variety of planning, administrative, outreach, coordination, monitoring, and reporting activities.

## COUNCIL POLICY IMPLICATIONS

There are no known council policy implications.

## ADMINISTRATIVE POLICY IMPLICATIONS

There are no known administrative policy implications.

## COMMUNITY OUTREACH

None

## BUDGET IMPLICATIONS

| YES | NO | |
|---|---|---|
| X | | Action falls within existing budget capacity. |
| | X | Action falls within existing budget capacity but requires a change of purpose within existing appropriation |
| | X | Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager. |

## BUDGET DETAILS

| | |
|---|---|
| Local Fund Dollar Amount | $0 |
| Grant Fund Dollar Amount | $45,840 |
| Account | Fund 1954 Alcohol and Drug |
| Company Name | Margaret McCarthy |

**DISTRIBUTION:**
**Board staff will post all staff reports to The Grid. http://www.clark.wa.gov/thegrid/**

DeDe Sieler, Program Manager

Vanessa Gaston, Director

**APPROVED:**_____
**CLARK COUNTY, WASHINGTON**
**BOARD OF COUNTY COUNCILORS**

DATE: _____

SR#_____

**APPROVED:**_____
**Mark McCauley, Acting County Manager**

DATE: 9/8/15

# BUDGET IMPACT ATTACHMENT – NONE

## Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

## Part II: Estimated Revenues

| Fund #/Title | Current Biennium | | Next Biennium | | Second Biennium | |
|---|---|---|---|---|---|---|
| | GF | Total | GF | Total | GF | Total |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total | $0 | $0 | $0 | $0 | $0 | $0 |

II. A – Describe the type of revenue (grant, fees, etc.)

## Part III: Estimated Expenditures

III. A – Expenditures summed up

| Fund #/Title | FTE's | Current Biennium | | Next Biennium | | Second Biennium | |
|---|---|---|---|---|---|---|---|
| | | GF | Total | GF | Total | GF | Total |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Total | $0 | $0 | $0 | $0 | $0 | $0 | $0 |

III. B – Expenditure by object category

| Fund #/Title | Current Biennium | | Next Biennium | | Second Biennium | |
|---|---|---|---|---|---|---|
| | GF | Total | GF | Total | GF | Total |
| Salary/Benefits | | | | | | |
| Contractual | | | | | | |
| Supplies | | | | | | |
| Travel | | | | | | |
| Other controllables | | | | | | |
| Capital Outlays | | | | | | |
| Inter-fund Transfers | | | | | | |
| Debt Service | | | | | | |
| Total | $0 | $0 | $0 | $0 | $0 | $0 |

under this Contract and shall verify employment eligibility using the E-Verify website throughout the term of the Contract.

8.2. If the Contractor has sub-contracts in an amount equal to or greater than $25,000 working in support of this Contract, the Contractor is responsible for ensuring that the sub-contractor provide a DHS MOU or proof of pending application (followed by an MOU) within 30 days after the contract start date.

8.3. Pre-employment searches must be conducted by the Contractor (and its covered subcontractors) *prior to* making offers of employment. Evidence of search results must be maintained in each employee's personnel file. Upon completion of this Contract, the Contractor shall provide the County with a written document certifying the authorized employment status of its employees and those of any sub-contractors assigned to the perform work under the Contract.

8.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: http://www.uscis.gov/e-verify.

9. FISCAL AUDIT

9.1. The Contractor shall comply with Generally Accepted Accounting Principles (GAAP) and/or Governmental Generally Accepted Accounting Principles (GGAAP) and meet the financial management systems requirements of the contract.

9.2. The above requirement may be demonstrated either by submission of an annual independent auditor's report, review report, or by the submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year.

9.3. If an annual audit or review by an accountant is not performed, financial statements shall be submitted within ninety (90) days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:

9.3.1. Non-Profit Contractors – A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.

9.3.2. For-Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows.

9.3.3. Public Entities are exempt from the semi-annual financial reporting requirement.

9.4. If the Contractor is a non-profit organization or public entity, and expends federal funds or has federally-funded loan balances at the end of the Contractor's fiscal year, the Contractor shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 C.F.R §200.508. The Contractor shall submit the SEFA to Clark County within ninety (90) days of the end of the Contractor's fiscal year.

9.5. If the Contractor expends $750,000 or more in federal funds during the fiscal year, a single audit is required. The Contractor shall provide the County with a Corrective Action Plan for any audit findings as well as a copy of any Management Letter, SAS 114, or Governance Letter within thirty (30) days of issuance by the auditor. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.

9.5.1. Non-Profit Contractors and Public Entities – The audit report must meet the requirements of 2 C.F.R §200 with assurances of financial record-keeping that identifies all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. 2 C.F.R §200 requires the Contractor to provide the auditor with a Schedule of Expenditures of Federal Awards (SEFA) for the fiscal year(s) being audited. Audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.

9.5.2. For-Profit Contractors – An independent audit, an independent limited scope audit, or other evidence negotiated with and approved by the County that provides positive assurance of meeting GAAP or GGAAP. Independent audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.

## 10. INDEMNIFICATION

The Contractor does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Contract. In making such assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims that are brought against the County. Provided, however, this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agents.

## 11. INSURANCE

11.1 At the execution of this Contract, the Contractor must provide an original

ACORD Form with the Commercial General Liability (CGL) or Business Owners Policy (BOP), showing the broker of record, insurance limits, renewal dates, deductible that is less than or equal to $25,000, and $1,000,000 of annually renewing occurrence based coverage. A "Claims-Made Policy" is not acceptable. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims, before renewal, the Contractor warrants and guarantees the coverage limits, to include indemnity and defense up to the listed limit, from its own resources regardless of coverage status due to cancellation, reservation of rights, or any other no-coverage-in-force reason. Coverage shall not contain any endorsements excluding nor limiting product/completed operations, contractual liability or cross liability. In all cases, the Contractor's policy is primary and they waive their right of subrogation.

11.2 The Contractor agrees to endorse the County as an "Additional Insured" on the CGL or BOP policy with the following, or similar, endorsement providing equal or broader additional insured coverage: the CG2026 07 04 Additional Insured – Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured – Owners, Contractor, or the CG2010 07 04 Contractor, or Contractor endorsement, including the "Additional Insured" endorsement of CG2037 10 01 Additional Insured – Owners, Contractor – Completed Operations, which shall be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured Endorsement shall read "Clark County Washington".

11.3 At the execution of this Contract, and assuming vehicles are used in the Contractor's business, an ACORD Form shall be provided with $1,000,000 in annually renewing occurrence based coverage for all vehicles owned, used, or leased by Contractor. If vehicles are not used, on letterhead, a letter to the County must state the same. This coverage may be added to the above CGL or BOP ACORD Form(s).

11.4 The Contractor shall provide to the County proof of a professional liability/errors and omissions insurance policy to protect against legal liability arising out of Contract activity. Coverage shall include medical malpractice if medical services are provided. Such insurance shall provide a minimum of $500,000 per occurrence, with a $1,000,000 aggregate, with a maximum deductible of $25,000. It should be an occurrence based policy. However, if the policy is a claims-made policy, then tail coverage must be provided for three (3) years after the end of the Contract.

11.5 All insurers used must have an A.M. Best's Rating of A-VII or better. The Contractor shall provide its own insurance protection at its own expense for any property (contents or personal property) maintained on the premises. In addition, the Contractor shall insure the real property and all fixtures and improvements for its full insurable replacement value against loss or damage by fire and other hazards included within the term "extended coverage." All policies and renewals on the real property shall be in a form and with a carrier acceptable to the County. The Contractor shall maintain insurance throughout the Contract term and if a policy is cancelled or terminated, it is the Contractor's responsibility to provide

evidence of continuing coverage during the overlap periods of the policy and to notify the County of any change in its insurance. The address for all certificates will be written as follows: Clark County Washington, Department of Community Services, Attn.: Contracts Unit, P.O. Box 5000, Vancouver, WA 98666-5000.

12. MODIFICATION

Either party may request changes in this Contract; however, no changes to this Contract shall be valid or binding upon either party unless such change is in writing, and executed by both parties.

13. PAYMENT AND BILLING PROVISIONS AND REPORTING REQUIREMENTS

13.1. The County shall reimburse the Contractor on a fee-for-service basis unless otherwise designated in the Statement(s) of Work for providing services described in the Statement(s) of Work. If the Contractor fails to meet billing deadlines for three (3) consecutive months, the Contractor shall be in corrective action. Services billed more than sixty (60) days after the date of service will not be paid as the County will not be able to bill the State. Payment shall be made upon receipt of a complete and accurate invoice and documentation of the services performed.

13.1.1. The Contractor shall submit a Clark County invoice by the 10th of each month following the provision of service for reporting and payment purposes.

13.1.1.1. The Contractor shall use a Clark County invoice that shall identify the month and year of service, the Contract number, and all services being billed for the previous month. If received by the 10th of the month, payment to the Contractor will be processed within thirty (30) days of the receipt of a complete and accurate invoice.

13.1.1.2. If the County does not receive a complete and accurate billing by the 30th of the month, the invoice may not be processed for payment until the following month.

13.2. For fee-for-service activities, the Contractor shall be reimbursed based upon the payment section of each Statement of Work. The Contractor shall maintain records of service delivery to justify the fees being claimed. Costs covered by fee-for-service payment shall not be submitted for cost reimbursement.

13.3. Overbilling the County for any reason will result in corrective action, repayment, and may result in Contract termination. All such actions will be reviewed for evidence of fraud or abuse. Costs that exceed the total budget authority will not be reimbursed without a formal contract modification

13.4. The Contractor shall ensure that a Contract closeout process is completed within thirty (30) days of the end of the Contract period. Payment requests received by

the County after the thirty (30) day closeout period will not be processed, as the funding may have expired.

14. PERIOD OF PERFORMANCE

Subject to its other provisions, no services will be provided under this Contract after June 30, 2016. The County will, in this instance, pay for services provided prior to the signing of the contract, but not, in any case, prior to July 1, 2015. The Contract will remain in force through August 31, 2016 to allow for reconciliation of services and payment adjustments for services provided unless changed in a formal contract modification or unless terminated sooner as provided in the termination language of this Contract. The County reserves the right to offer a new contract upon satisfactory Contractor performance.

15. RECORDS RETENTION

The Contractor shall:

15.1. Retain all financial, statistical, property, materials, supplies, participant records, and supporting documentation for a period of seven (7) years from the termination of the Contract.

15.2. If any litigation, audit or bankruptcy is begun, or if a claim is instituted involving the Contract or any agreement covered by the records, retain the related records until the litigation, audit, or claim has been finally resolved.

15.3. Make available to the County for review any documents and records that relate to the performance of duties or other requirements of this agreement. Withholding of relevant documents may result in termination of this Contract.

16. SURVIVABILITY

Certain terms and conditions are intended to survive the expiration of the Contract. Surviving terms include, but are not limited to: Records Retention, confidentiality, monitoring cooperation, financial management and data, payment terms for the last month of service, insurance provisions for potential claims through their statute of limitations, including tolling.

17. TERMINATION

17.1. Termination for Convenience. The County may terminate this Contract in whole or in part for convenience by giving the Contractor at least ninety (90) calendar days written notice. The Contractor may terminate this Contract for convenience by giving the County at least ninety (90) calendar days written notice addressed to the County contact person (or to his or her successor) listed on the first page of this Contract.

17.2. Termination for Non-Appropriation: In the event that funding to the County from State, Federal, or other sources is withdrawn, reduced, or limited in any way

after the effective date of a contract and prior to its normal completion, the County or Contractor may summarily terminate the contract in whole or in part notwithstanding any other termination provisions of this agreement or that contract. Termination under this section shall be effective upon receipt of written notice by the non-terminating party. The terminating party agrees to notify the other party within fourteen (14) days of written notification from the funding source of any proposed reduction in funding by State, Federal or other sources. The Contractor agrees that upon receipt of such notice it shall immediately develop a plan to take appropriate and reasonable action to reduce its spending of the affected funds so that expenditures do not exceed the funding level resulting from the proposed reduction.

17.3. Termination by County for Cause: The County may terminate this Agreement and/or a contract for a substantial and material breach thereof by the Contractor upon ten (10) days written notice of termination. The County, prior to termination, shall endeavor to work with the Contractor to remedy such breach following a Corrective Action process, unless the County concludes that the nature of the breach is such that immediate termination is clearly necessary to protect the public interest. Termination and corrective action correspondence shall be delivered by certified mail, return receipt requested.

17.4. Termination by Contractor for Cause: The Contractor may terminate this Agreement and/or a contract for a substantial and material breach thereof by the County upon ten (10) days written notice of termination.

17.5. Terminations on Other Grounds: This Agreement and/or a contract may also be terminated by mutual written agreement of the parties upon thirty (30) days written notice of termination.

18. WORK PRODUCTS

Work products developed as a result of this Contract will be owned by the County. Such work products may include, but are not limited to, reports, maps, charts, materials, software systems and other products created as a result of the work performed under this Contract.

19. NOTICES

Any notices permitted or required by this Agreement will be addressed as follows or to such other address as either party may provide to the other:

If to County:
Clark County
Department of Community Services
ATTN: Contract Section
P.O. Box 5000
Vancouver, WA 98666

If to Contractor:
Margaret McCarthy
1100 NE 394th Avenue
Washougal, WA 98671

IN WITNESS WHEREOF, the parties hereto have caused this Contract, including the Statement of Work and Budget Summary, to be executed by the dates and signatures hereinunder affixed.

**FOR CLARK COUNTY:**

Mark McCauley, Acting County Manager

9/8/15
Date

**FOR THE CONTRACTOR:**

Margaret McCarthy
Signature

7-23-2015
Date

APPROVED AS TO FORM ONLY:

Deputy Prosecuting Attorney

**CONTRACT #2016-A-29**
**STATEMENT OF WORK**
**MARGARET MCCARTHY**

| STATEMENT OF WORK | REPORTING CATEGORIES | PAYMENT TYPE | REVENUE SOURCE | BARS | BUDGET |
|---|---|---|---|---|---|
| Prevention Coalition | 019477 | Fee-for-Service | Prevention | 566.220 CFDA #93.959 | $42,840 |
| Mileage | | Cost Reimbursement | | | $3,000 |
| **TOTAL** | | | | | **$45,840** |

1. SERVICE DESCRIPTION

The Contractor shall perform the following services:

1. Fulfill requirement of a .75 FTE time dedicated to the Washougal UNITE! Prevention Coalition;

2. Serve as staff for the coalition to help plan, implement and report on task categories;

3. Serve as a liaison between the Community Prevention and Wellness Initiative (CPWI) coalition and the Division of Behavioral Health and Recovery (DBHR);

4. Participate in CPWI learning community meetings, monthly DBHR check-in meetings and required training;

5. Help retain membership on the coalition and recruit support from local key stakeholders/leaders;

6. Provide staff support to the community coalition; coordinate regular meetings to ensure implementation on the strategic plans and work plans;

7. Coordinate the regular review of coalition budget by the coalition;

8. Assist coalition members in navigating Strategic Prevention Framework and guide coalition to develop a comprehensive action plan based on needs assessment and strategic planning;

9. Work with individual coalition member organizations to help them align and integrate their work with the goals and strategies of the coalition and SPF-focused work;

10. Report to the community coalition on progress toward the goals and objectives of the strategic plan and work plans;

11. Provide or coordinate services, activities and coalition trainings with the guidance of the coalition members;

12. Work with the coalition and projects to develop and monitor outcomes;

13. Work with the coalition to coordinate community outreach efforts (presentations, newsletter, volunteer recruitment; etc.); and

14. Function as the liaison among the coalition members and with the community at large.

2. REPORTS

The Contractor shall provide a monthly report that details services provided and outcomes. This information will be input into the Division of Behavioral Health and Recovery's Performance Based Prevention System (PBPS). Payment will not be made without this report.

3. PAYMENT

The County shall make payment to the Contractor in the amount not to exceed the Budget Summary. Payment for professional services will be made on a fee-for-service basis at the rate of $28.00 per hour, not to exceed $42,840 for the period of this Agreement. Mileage will be billed at the applicable Federal mileage rate and shall not exceed $3,000 for the period of this Agreement. Updates for the applicable Federal mileage rate may be found at http://www.gsa.gov/portal/category/104715.