CLARK COUNTY
STAFF REPORT

DEPARTMENT: Clark County Public Health (CCPH) CCPH SR2016_81

DATE: April 22, 2016

REQUESTED ACTION:
Clark County Manager approval of Contract HDC.814 between b-Resilient LLC and CCPH and authorization for the Public Health Director to sign amendments. This agreement provides for a consultant to assist CCPH with the development of a Community Health Improvement Plan (CHIP). Remuneration under this grant is not to exceed $10,000.

____ Consent ____ Hearing _XX_ County Manager

BACKGROUND
CCPH is currently in the process of preparing for Public Health Accreditation Board (PHAB) accreditation. PHAB accreditation is a voluntary national program intended to improve and protect the health of the public by advancing the quality and performance of tribal, state, local, and territorial public health departments. To qualify for accreditation, PHAB requires three primary components be completed: a Community Health Assessment, Community Health Improvement Plan (CHIP), and a Strategic Plan. This consultant is being hired in an advisory capacity to assure efficient and effective approach and implementation of the CHIP component.

COUNCIL POLICY IMPLICATIONS
N/A

ADMINISTRATIVE POLICY IMPLICATIONS
N/A

COMMUNITY OUTREACH
While the accreditation process in general requires substantial community involvement, this consultant will only be working directly with CCPH staff – particularly Community Engagement Coordinator, Chris Goodwin. With the consultant's guidance, Mr. Goodwin will facilitate efforts to collect input and feedback from community assets, individuals, and collaborative groups in order to implement the CHIP in directions chosen by the Clark County communities.

BUDGET IMPLICATIONS

YES	NO	
XX		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		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	$10,000
Grant Fund Dollar Amount	
Account	1025, Public Health Fund
Company Name	b-Resilient, LLC

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

Kathy Smith
Grant Accounting Specialist

Alan Melnick, MD, MPH, CPH
Public Health Director/Health Officer

APPROVED:_____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR#_____

APPROVED:_____
Mark McCauley, Acting County Manager

DATE: _____

BUDGET IMPACT ATTACHMENT

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

	Current Biennium		Next Biennium		Second Biennium	
Fund #/Title	**GF**	**Total**	**GF**	**Total**	**GF**	**Total**
1025, Public Health; existing program income		10,000				
Total		**10,000**				

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

Part III: Estimated Expenditures

III. A – Expenditures summed up

		Current Biennium		Next Biennium		Second Biennium	
Fund #/Title	**FTE's**	**GF**	**Total**	**GF**	**Total**	**GF**	**Total**
1025 / Public Health			10,000				
Total			**10,000**				

III. B – Expenditure by object category

	Current Biennium		Next Biennium		Second Biennium	
Fund #/Title	**GF**	**Total**	**GF**	**Total**	**GF**	**Total**
Salary/Benefits						
Contractual		10,000				
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total		**10,000**				

CONTRACTOR	AMOUNT	FUND NUMBER	FUNDING SOURCE	HISTORY	
b-Resilient LLC	$10,000	1025, Public Health	Public Health, existing fund balance	No History	New Contractor

Professional Services Contract

Contract Agreement No. 814

THIS AGREEMENT, entered into this first day of May 2016, by and between **CLARK COUNTY**, after this called "County," a municipal corporation of the State of Washington, and **b-RESILIENT, LLC** after this called "Contractor."

W I T N E S S E T H

WHEREAS, County is in the process of preparing for Public Health Accreditation Board (PHAB) accreditation; a voluntary national program intended to improve and protect the health of the public by advancing the quality and performance of tribal, state, local, and territorial public health departments.

WHEREAS, County has formed an Accreditation Team that is committed to applying evidence-based approaches and best practices in order to successfully become accredited,

WHEREAS, an important component of successful accreditation is a Comprehensive Community Health Improvement Plan (CHIP),

WHEREAS, County requires a consultant to work with the County's Accreditation Team, who can advise on and review the approaches and processes of CCPH's Community Health Accreditation Plan (CHIP);

WHEREAS, Contractor has the expertise and capacity to provide said services and responded to informal solicitation, Request for Application #4632, NOW THEREFORE;

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Generally: To provide professional services for Clark County and to perform those services more particularly as set out in the Statement of Work, attached hereto and incorporated herein by this reference as Exhibit "A."

2. Time. The contract shall be deemed effective beginning May 1, 2016 and shall continue through April 30, 2017. This agreement may be extended upon the mutual written consent of both parties for up to one additional (1) twelve (12) month period.

3. Compensation. County shall pay the Contractor for performing said services net 30 days upon receipt of a written invoice according to the Cost Outline included in the Statement of Work, attached hereto and incorporated herein as Exhibit "A", according to the following:

A. Fees paid Contractor shall be at $75.00 per hour

B. Travel Costs:

1) Airfare costs at three (3) trips from Uniontown, WA to Vancouver, WA @$350.00 per trip; total Airfare expense not to exceed $1,050,

2) Lodging costs at $171 per night at 2 nights, times three (3) trips; total Lodging expense not to exceed $1,026,

C. Total compensation shall not exceed $10,000.00 without the mutual written consent of both parties.

4. Termination. The County may terminate this contract immediately upon any breach by Contractor in the duties of Contractor as set forth in contract. The waiver

by the County of one or more breach shall not be held or construed as a waiver of any subsequent breach or breaches. Further, County may terminate this contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.

5. Independent Contractor. The Contractor shall always be an independent contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

6. Indemnification Clause. 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 Agreement.

7. Wage and Hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is not or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this agreement and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Contract Documents: Contract documents consist of this agreement and Exhibit "A", Statement of Work. Where provisions of the contract and provisions of the Statement of Work are inconsistent, the provisions of the contract shall be controlling.

10. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, marital status or national origin.

11. Changes. County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be incorporated in the written amendments to the agreement.

12. Public Records Act. Notwithstanding the provisions of this Agreement, 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, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist COUNTY in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify County by providing a copy of the request to the Clark County Public Records Office.

14. Governing Law. This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.

15. Confidentiality. With respect to all information relating to the County that is confidential and clearly so designated, Contractor agrees to keep such information confidential and comply with all HIPAA requirements as set forth in Exhibit "B" Business Associate Agreement attached hereto and incorporated herein by this reference as Exhibit "B."

16. Debarment or Exclusion. The Contractor shall not employ any person nor contract with any person or entity that is excluded from participation in federally funded (in whole or in part) agreements, in accordance with 42 CFR Part 76 or who are debarred, suspended, declared ineligible or voluntarily excluded. The Contractor and any subcontractors must comply with federal law and must not knowingly have a director, officer, partner or person with a beneficial ownership of the Contractor's equity, or an employee, contract or consultant who is significant or material to the provision of

services under this contract, who has been or is affiliated with someone who has been, debarred, suspended or otherwise excluded by any federal agency. The Contractor shall maintain evidence of compliance in personnel files or with subcontractor's documents. The Contractor shall certify compliance with this provision to the County prior to the term of this agreement, including certification of compliance of any other parties listed above with a beneficial ownership or a party significant to the provision of services under this agreement. The Contractor shall provide the full names of these parties to the County along with certification of compliance prior to the start of this contract.

17. Anti-Terrorism Sanctions. In accepting these funds, Contractor confirms that its organization complies with all US anti-terrorism laws and regulations, including Executive Order 13224 and the Global Terrorism Sanctions regulations set forth in 31 CFR Part 594.

18. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. This Contract further covenants that in the performance of this agreement, no person having such interest shall be employed.

19. Consent and Understanding. This agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, agreement, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

20. Severability. If any provision of this agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

21. Insurance. The Contractor shall provide to Clark County prior to the term of this Agreement, current certificates of insurance, which will be in the form of an ACORD Certificate(s), and shall assure that Clark County is listed as an additional insured, and shall include; General Liability to protect against legal liability arising out of Contract activity. Such insurance shall provide a minimum of $1,000,000 per occurrence. Contractor must carry commercial general liability insurance in the amount of $1,000,000.

IN WITNESS THEREOF, County and the Contractor have executed this agreement on the date first above written.

Approved By:
b-RESILIENT, LLC

_____
Carol Moerhle

_____
Date

Approved By:
CLARK COUNTY

_____
Mark McCauley
County Manager

_____
Date

APPROVED AS TO FORM ONLY
ANTHONY GOLIK
Prosecuting Attorney

Jane E Vetto
Jane Vetto
Senior Deputy Civil Prosecutor

EXHIBIT A

STATEMENT OF WORK

b-Resilient, LLC proposes the following scope of work for its role in consulting as a subject matter expert relate to PHAB accreditation standards, specifically as it relates to the CHIP process.

1. The work will include, but not be limited to: expert input, reviewing work plans and processes, contributing to the evaluation methodology and sustainability plan, and other needs that may arise.

2. Consult with Clark County Public Health (CCPH) in three phases, with on-site presence during each phase. The sole consultant will be Carol Moehrle, doing business as b-Resilient, LLC.

3. Based on previous experience this CHIP process can be accomplished by December 2016. The contract is based on one year, but the intent of this contractor is to work through this CHIP process as efficiently as possible and to help the Accreditation Team complete this process prior to April 2017. Alternative timelines can be negotiated and adapted to best fit the needs of Clark County.

4. Phase 1 the consultant will visit CCPH for the initial onsite meeting with the Accreditation Team and others as designated by CCPH. Initial information, background, data, and past work will be reviewed to determine the extent of the process for the completion of the CHIP. Specific items to review include: CCPH Strategic Plan and current Community Health Assessment. A detailed timeline and work-plan will be developed by the end of this initial site visit. Phase 1 on-site visit is anticipated to take two (2) days and will be completed before May 15, 2016.

5. Phase 2 begins following the initial onsite visit. CCPH staff will utilize the tips and tools discussed in the onsite meeting to begin preparing for engaging the public in the CHIP process. Consultant will be available by telephone, Skype, webinar on a weekly basis to mentor, review work-plans and processes and give expert input to staff as needed. During this phase the consult may review additional documents which could include: Q1 Plan, Workforce Development Plan, and Performance Management Plan, if requested by CCPH staff. The consultant will conduct its second onsite visit to validate work in progress and offer in-person review of processes and documents, as requested. Another two (2) day visit would be scheduled to meet with the CCPH Accreditation Team and others as designated by CCPH. This second visit cold also include meeting with community partners or Board of Health, if that would be helpful. The timing for this visit would be determined based on the need of the Accreditation Team.

6. Phase 3 will focus on wrapping up the process and completion of the final report focused on actionable recommendation for future work for the Accreditation Team.

7. Project management will be coordinated utilizing "Base Camp" as a possible web- based project management tool. This web-based tool would allow the team to have access to secure messaging, tasking, to-do-lists, document sharing, scheduling and report monitoring. This is one option I would propose we use for connectivity with the team for the duration of the project cycle.

Cost Outline

Personnel

Three (3) onsite meetings; 72 hours @$75 per hour..... $5,400

Phone Consultation; 33 hours @75 per hour..... $2,475

Travel Costs

Airfare: Three (3) trips from Uniontown, WA to Vancouver WA
@$350 per trip; Airfare expense not to exceed.....$1,050

Lodging: Hotel for two (2) nights @$171.00 for three (3) trips
Lodging expense not to exceed.....$1,026

Total Cost.....$9,951