

**VENDOR SERVICES AGREEMENT**

Pacific County Health and Human Services (hereinafter referred to as PCHHS), Pacific County Government (hereinafter referred to as "County") and Coastal Community Action Program (hereinafter referred to as "Vendor") together referred to as "Parties," for and in consideration of the mutual benefits do hereby agree as follows:

**Transportation services:** Vendor will provide transportation services in support of quarantine/isolation emergency housing as required. The services shall consist of transporting known or suspected COVID-19 isolation patients and those requiring quarantine from a point of origin, i.e.: Ocean Beach Hospital, Willapa Harbor Hospital, Other Medical Providers, patient's home, to Pacific County's COVID-19 isolation/quarantine emergency housing locations.

1. Vendor agrees to provide properly licensed and registered drivers and vehicles on a stand-by basis, and must be available from 0800 to 1800 Seven Days a Week. PCHHS and Pacific County will install temporary barrier to create the physical separation of patient and driver in the vehicle(s) designated for this use, and shall remove such barrier upon the termination of this agreement. County will provide new Personal Protective Equipment consisting of masks, gloves, eye protection, and gowns to be used and replaced by Vendor's driver for each transport. Vendor agrees that driver will report to point of origin no more than two hours from being notified by the County representative of the need for transport, and proceed directly to the facility designated by the County.
2. PCHHS will make a good-faith effort to notify the Vendor by 1:00 p.m. daily of the estimated number of individuals in need of transport and the location(s) for the following day. Emergent needs will be determined by PCHHS on a case-by-case basis.
3. Vendor agrees to provide additional transportation services as requested by PCHHS and the County for substantially similar pricing as above if PCHHS and or Pacific County expands the scope of services.
4. The term of this agreement shall begin upon signing by all parties and shall end by August 30, 2020. The agreement may end earlier if all funds have been allocated as designated below. Either party may terminate this Agreement for any reason with five (5) days written notice to the other party.
5. The County will compensate the Vendor for services rendered at the rate of \$65 per hour for call-outs with a guaranteed two hour minimum compensation not to exceed \$10,000 during the term of this Agreement, unless amount is amended. This rate is payment in entirety and is meant to cover all costs incurred by CCAP.
6. The Vendor shall provide invoice(s) for all services rendered to the County no more frequently than monthly. Vendor shall submit reimbursement requests for the previous month by the 15<sup>th</sup> of the month following the month of service. PCHHS and the County shall remit payment to the Vendor within thirty (30) days following receipt of the invoice.

7. The parties agree that the Vendor, along with any of its employees, agents, and/or volunteers, is an independent Vendor, and is neither an employee nor agent of Pacific County. As such, the Vendor shall not be entitled to any status, benefits, privileges or entitlements as a county employee. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Vendor as an independent Vendor.

8. **INDEMNIFICATION/HOLD HARMLESS**

- a. **Indemnification by Vendor.** To the fullest extent permitted by law, the Vendor agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all 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 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the Vendor, its employees, agents or volunteers or Vendor's sub vendors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the Vendor's or its sub Vendors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the Vendor shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the Vendor shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the VENDOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Vendor are a material inducement to COUNTY to enter into the Contract, are reflected in the Vendor's compensation, and have been mutually negotiated by the parties.
- b. **Participation County – No Waiver.** PCHHS and the COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Vendor's indemnity obligations under the Contract.
- c. **Survival of Vendor's Indemnity Obligations.** The Vendor agrees all Vendor's indemnity obligations shall survive the completion, expiration or termination of this Contract.

9. **INSURANCE:** Without limiting the Vendor's indemnification of PCHHS and COUNTY, and prior to commencement of this Contract, Vendor shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to PCHHS and the COUNTY.

- a. **General Liability Insurance.** Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

- b. Professional Liability (Errors & Omissions) Insurance.** Vendor shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and Vendor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
- c. Workers' Compensation Insurance.** Vendor shall, at its own expense, maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Vendor shall submit to PCHHS and the County, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of County, its officers, agents, employees and volunteers.

- d. Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against PCHHS and the County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against PCHHS and the County, and shall require similar written express waivers and insurance clauses from each of its sub Vendors.
- e. Automobile Liability Insurance.** Vendor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Vendor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

The Vendor must name the COUNTY as an additional insured. The Vendor agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that Vendor's liability insurance policy shall so state.

- 10. PUBLIC RECORDS ACT.** This Agreement and all public records associated with this Agreement shall be available from the PCHHS and COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Vendor are needed for the County to respond to a request under the Act, as determined by the County, the Vendor agrees to make them promptly available to the County. If the Vendor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Vendor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Vendor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Vendor (a) of the request and (b) of the date that such information will be released to the requester unless the Vendor obtains a court order to enjoin that disclosure

pursuant to RCW 42.56.540. If the Vendor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

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

12. **COMPLIANCE WITH LAWS.** The Vendor, in performance of this contract, agrees to comply with all applicable Federal, State and local laws or ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. The Vendor specifically agrees to pay any applicable taxes which may be due on account of this Agreement.
11. **ASSIGNMENT OR SUBCONTRACTING.** The Vendor shall not subcontract, nor assign this Agreement or any portion thereof without the prior written consent of PCHHS and the County.
12. **MODIFICATION.** This Agreement may be modified or amended only by a writing duly authorized and executed by all parties. Any such amendment shall be attached to and incorporated into this Agreement. This modification amendment shall include annual extensions of the termination date, as agreed by the parties.
13. **ATTORNEY FEES AND COSTS.** If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.
14. **JURISDICTION AND VENUE.** The laws of the State of Washington govern this Agreement. In the event of a lawsuit by Vendor against the County involving this Agreement, venue shall be proper only in Pacific County, Washington. In the event of a lawsuit by the County against the Vendor involving this Agreement, venue shall be proper only as provided in RCW 36.01.050.

15. **SEVERABILITY.** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligation of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be invalid. If it should appear that any provision hereof is in conflict with a federal law, rule or regulation or statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.
16. **ENTIRE CONTRACT.** The parties agree that this contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.
17. **COUNTERPARTS; ELECTRONIC SIGNATURES.** This Agreement may be executed in any number of duplicate originals and each duplicate original will be deemed to be an original. This Agreement may be executed in any number of counterparts, each of which constitutes an original, and all the counterparts together constitute one and the same Agreement. Electronic copies of this Agreement and signatures thereon will have the same force, effect, and legal status as originals.

Dated this \_\_\_\_\_ day of April, 2020.

VENDOR:  
COASTAL COMMUNITY ACTION PROGRAM

\_\_\_\_\_  
CRAIG DUBLANKO Date  
CHIEF EXECUTIVE OFFICER

Mailing Address: 101 East Wishkah Street, Aberdeen, WA 98520  
Physical Address: 101 East Wishkah Street, Aberdeen, WA 98520  
Telephone No. 360-533-5100  
Fed. Tax ID# \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

ATTEST

\_\_\_\_\_  
Frank Wolfe, Chair

\_\_\_\_\_  
Marie Guernsey Date  
Clerk of the Board

APPROVED AS TO FORM

\_\_\_\_\_  
Prosecutor's Office WSBA#