

**Board of County Commissioners - Staff Report****Meeting Date:** 03/05/19**Presenter:** Alyssa Watkins**Submitting Dept:** Administration**Subject:** Consideration of a Contract for Human Service Planning

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**Statement / Purpose:**

To consider a contract with Program and Policy Insight, LLC for Human Service Planning efforts.

**Background / Description (Pros & Cons):**

In a January 2017 Board retreat, the Board of County Commissioners selected Health and Human Services as an area of focus for their work in 2017-2018. As a part of that focus, subsequent discussions centered on the development of a Resource Allocation Model for use by the BCC in making funding decisions related to human services budget requests. There was recognition that such a Resource Allocation Model would require foundational information from a community Human Services Plan and corresponding System-Wide Evaluation Plan. A potential path forward was considered by the BCC and Town Council at the December 2017 Joint Information Meeting. However, due to concerns raised with the recommendation presented at that time, staff was directed to reengage with the human service sector to discuss alternate strategies.

Town and County staff and members of the Human Services Council worked together from January through September 2018 to discuss such alternate strategies. The group developed an outline of a planning process to guide the community in a shared vision for Human Services, resulting also in the development of system outcomes and a funding model to be used by Teton County and potentially the Town of Jackson. A part of that process called for the development of a "Core Committee". In October of 2018, the BCC agreed to the process proposed and subsequently appointed two members to the Core Committee (the Director of Health and the Board of County Commissioners' Administrator). A total of six members made up the Core Committee; 2 representatives from the non-profit human services sector, 2 from the Town of Jackson, and 2 from Teton County. The Core Committee wrote and, in January of 2019, released a Request for Proposals for a consultant to provide Human Services Planning services. Seven (7) responses were received, which the Core Committee independently scored and then met to review. The committee narrowed the field to three finalists and interviewed those three firms. On February 19<sup>th</sup>, 2019 the Board of County Commissioners heard and approved a recommendation from the Core Committee to award the bid to Program and Policy Insight, LLC.

The item before the Board today is the consideration of a contract with Program and Policy Insight, LLC for the human services planning work contemplated by this initiative. The Board has expressed interest in bringing other parties to the table as potential contributors and/or signatories. Staff has confirmed with legal that there is a clear path forward for this alternate consideration once the specifics have been finalized (e.g., parties involved, amount of contributions, etc.). Signing the contract today allows us to secure the services of the recommended consultant and to work through these potential funding options with the Town of Jackson and other community partners as a part of the County FY20 budget process, well before the proposed start of work (August).

**Stakeholder Analysis & Involvement:**

Representatives from the Human Services Council have worked with staff from the Town and County on this initiative.

**Fiscal Impact:**

The County's fiscal obligation as a signatory is \$81,900; these funds have been requested in the FY20 budget. As noted previously, there has been some discussion regarding outside entities (i.e., Town of Jackson, human



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services providers) contributing fiscally to the project. Should outside funds be committed to this effort, those revenues will also be reflected in the FY20 budget.

**Staff Impact:**

The Board of County Commissioners' Administrator will be the primary point of contact and provide oversight to the consultant on this project.

**Legal Review:**

Gingery

**Staff Input / Recommendation:**

The Core Committee recommends approval of the contract with Program and Policy Insight, LLC.

**Attachments:**

Program and Policy Insight, LLC Contract for Services

**Suggested Motion:**

I move to approve the contract with Program and Policy Insight, LLC for Human Service Planning, in the not-to-exceed amount of \$81,900.

## INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) is entered into by and between Program and Policy Insight, LLC (PPI) (“Independent Contractor”) and Teton County as of the last date on which the parties have executed this Agreement below (the “Effective Date”).

**1. Identity of Contractor.** Independent Contractor is identified as follows:

**Name:**                    **Program and Policy Insight, LLC**

**Type of Entity:**         Sole Proprietorship  
                                  Partnership  
                                  Limited Liability Company  
                                  Corporation

**Address:**                **3835 NE Stanton Street**

**City, State, Zip:**      **Portland, OR 97212**

**Business Telephone:** **541-514-2687**

**Workers’ Comp Carrier (if applicable):**   N/A  

**2. Work to be Performed/Terms of Payment.** Independent Contractor will perform services, and be paid, in accordance with the description attached as Exhibit 1.

**3. Term of Agreement.** This Agreement shall start on April 1<sup>st</sup>, 2019 and will continue through February 28, 2020, or as terminated pursuant to this Agreement. The Agreement may only be extended thereafter by mutual agreement in writing.

**4. Independent Contractor.** It is understood and agreed that Independent Contractor, while performing services pursuant to this Agreement, is at all times acting and performing as an independent contractor and not as an employee of Teton County. The manner and means of providing the agreed services are under the sole control of Independent Contractor, subject to Teton County’s right to specify the desired results. Independent Contractor may perform services for others when Independent Contractor is not providing services under this Agreement, and under the terms of this Agreement must actively market his/her services to others.

**5. Notice to Independent Contractor Regarding its Tax Duties and Liabilities.** Neither federal, nor state, nor local income tax nor payroll tax of any kind will be withheld or paid by Teton County on behalf of Independent Contractor or the employees of Independent Contractor which Independent Contractor may engage for the performance of services pursuant to this Agreement. Independent Contractor understands that Independent Contractor is responsible to pay Independent Contractor’s own income tax. If Independent Contractor is not a corporation, Independent Contractor further understands that Independent Contractor may be liable for self-employment (Social Security) tax, to be paid by Independent Contractor. Independent Contractor

agrees to file income tax returns either as a business entity or using a Business Schedule C as part of Independent Contractor's personal income tax returns.

**6. Representations, Warranties, and Covenants.** Independent Contractor represents, warrants, and covenants to Teton County as follows (by initialing on the blank line):

- (a) He/she has or will obtain all assumed business registrations or professional occupation licenses required by law for him/her to conduct business.   KL
- (b) He/she filed federal and state income tax returns either as a business entity or using a business Schedule C as part of his/her personal income tax returns if he/she performed services as an independent contractor in the previous year, and/or will file such returns for the year(s) covered by this Agreement.   KL
- (c) He/she is engaged in an independently established business, as defined in ORS 670.600(3), at the time he/she enters into this Agreement, and he/she will represent to the public that he/she is operating as an independently established business.   KL

**7. Additional Representations of Independent Contractor.** Independent Contractor further represents the following by selecting "yes" or "no" to the following questions and initialing his/her responses on the line following the statement (min. 3 "yes"):

- Yes            No     Independent Contractor maintains a business location that is separate from the location of Teton County, such as a commercial office or home office.   Yes
- Yes            No     Independent Contractor operates a business independent of Teton County's business.   Yes
- Yes            No     Independent Contractor bears the risk of loss under this Agreement by having negotiated this Agreement and payment rates, managing his/her time, by purchasing Liability Insurance, and being responsible for any property damage caused while performing services under this Agreement.   Yes
- Yes            No     Independent Contractor provides contracted services for two or more different persons or entities within a 12-month period or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.   Yes

**8. Workers' Compensation Insurance.** No Workers' Compensation Insurance has been or will be obtained by Teton County for Independent Contractor or Independent Contractor's employees. Independent Contractor must provide its own Workers' Compensation coverage and/or assume full responsibility for any liability and exposure under law relating to Workers' Compensation because of any performance of services under this Agreement and will hold Teton County harmless for any industrial accidents that occur.

**9. Reimbursement of Expenses.** Teton County is not liable for any expenses paid or incurred by Independent Contractor except as stated in Exhibit 1 or as otherwise agreed in writing.

**10. Equipment, Tools, Materials, and Supplies.** Independent Contractor shall supply all necessary tools, materials, equipment, and supplies for the performance of this Agreement.

**11. Termination.** This Agreement will terminate on the last day indicated in the “Term of Agreement” section above, or at any time by mutual, written consent of the Parties. In addition, if the Independent Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of Teton County, is guilty of serious misconduct in connection with performance hereunder, personally acts or conducts his/her business in a manner that may damage the goodwill or reputation of Teton County, or materially breaches provisions of this Agreement, Teton County at any time may terminate the engagement of the Independent Contractor immediately and without prior written notice to the Independent Contractor.

**12. No Authority to Bind the County.** Independent Contractor has no authority to enter into contracts on behalf of Teton County.

**13. Compliance with Laws.** Independent Contractor declares that Independent Contractor will comply with all federal, state, and local laws regarding business permits, certificates, and licenses and obtain and maintain such permits, certificates and licenses that may be required to perform all Independent Contractor’s obligations under this Agreement.

**14. Confidentiality.** Teton County has developed, compiled, and owns certain confidential information that has great value in its operations (“Confidential Information”). Confidential Information includes information disclosed by Teton County or its Associates to Independent Contractor, and information developed or learned by Independent Contractor relating to Teton County or its Associates. Confidential Information is to be construed broadly under the terms of this Agreement. Confidential Information includes all information that has or could have commercial value or other utility in the business in which Teton County or its Associates is engaged. It also includes all information whose disclosure could be detrimental to the interests of Teton County or its Associates. Confidential Information need not be marked “Confidential” to fall within this definition. Confidential Information includes, by way of example, and without limitation, any and all information relating to processes, procedures, trade secrets, improvements, research or development, business plans, business forecasts, donor lists, customer information, specifications, data, know-how, formats, strategies, unpublished financial information, budgets, projections, vendor or supplier information, and agreements. Independent Contractor agrees to keep all Confidential Information confidential and to not use the same in the course of its future endeavors or disclose to any third party, except with express advance written permission from Teton County or its Associates. Independent Contractor is aware that the unauthorized disclosure of Confidential Information of Teton County or its Associates may be highly prejudicial to their interests and an improper disclosure of trade secrets.

Independent Contractor agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with Teton County. All files, records, documents, specifications, information, letters, notes, media lists, notebooks, and similar items relating to the business of Teton County, whether prepared by Independent Contractor or otherwise coming into its possession, shall remain the exclusive property of Teton County. Independent Contractor shall not retain any copies of the foregoing without Teton County’s prior written

permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by Teton County, Independent Contractor shall immediately deliver to Teton County all such files, records, documents, specifications, information, and other items in its possession or under its control. Independent Contractor further agrees that it will not disclose its retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of Teton County and shall at all times preserve the confidential nature of its relationship to Teton County and of the services hereunder.

**15. Indemnification.** Independent Contractor shall defend, indemnify, hold harmless, and insure Teton County from any and all damages, expenses or liability resulting from or arising out of any negligence or misconduct on Independent Contractor's part or Independent Contractor's employees' part, or from any breach or default of this Agreement which is caused by Independent Contractor. Independent Contractor shall take all actions necessary to comply with the terms and conditions set forth in this Agreement. Independent Contractor shall name Teton County as an additional insured on all related insurance policies, including workers' compensation and general liability.

**16. Successors and Assigns.** All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

**17. Arbitration.** Any controversies arising out of the terms of this Agreement or its interpretation shall be settled through binding arbitration in Multnomah County, Oregon, in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

**18. Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

**19. Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

**20. Assignment.** Independent Contractor shall not assign any of his/her rights under this Agreement, or delegate the performance of any of his/her duties hereunder, without the prior written consent of Teton County.

**21. Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

- (a) If to the Independent Contractor:  
Program and Policy Insight, LLC

Kendra Lodewick  
3935 NE Stanton St.  
Portland, OR 97212  
kloewick@programandpolicy.com

- (b) If to Teton County:  
Teton County Board of County Commissioners  
Attn: Alyssa Watkins, BCC Administrator  
PO Box 3594  
Jackson, WY 83001

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

**22. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties.

**23. Entire Understanding.** This document and any exhibit attached constitutes the entire understanding of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

**24. Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

**25. Counterparts.** This Agreement may be executed by facsimile or electronic form and in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute one agreement.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the last day and year dated below.

**Independent Contractor**

**Teton County**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **Exhibit 1 – Services, Term, and Compensation**

### **SERVICES:**

Throughout the implementation of the statement of work, PPI will participate in regular progress meetings with the client and provide any relevant documentation at least three (3) days before each progress meeting. The proposed budget assumes monthly progress meetings via video-conference, tele-conference or in-person, supplemented by ad hoc communication via email or phone as often as needed. Upon contract award, PPI will work with the client to set a timeline for a kick-off meeting and regular progress meetings. The format of the meetings, whether video-conference, tele-conference or in-person, are to be determined based on the schedule and budget considerations.

PPI will conduct human service research, facilitate stakeholder engagement and participation, and develop a responsive human service plan for Teton County through the following project tasks:

#### **Phase 1: Research/Development**

Phase 1 of the project will focus on gathering and synthesizing information about the community's human service needs. The PPI project team will begin the project by reviewing and synthesizing existing data for information about broad community human service needs, and when available, trends. As noted in the RFP, PPI will review local agencies' strategic plans, state statutes, Systems of Care White Papers, community health needs assessments, Mental Health reports, and statewide needs assessments, among others. PPI will also draw from extant data to further inform the understanding of human service needs and context in Teton County, Jackson, and smaller geographic areas if desired (e.g., Census Designated Places, Census tracts). PPI will produce a brief Needs Review memo based on the resulting information for internal use only to inform subsequent project steps and provide contextual information for broader analysis.

Throughout the project PPI will seek input from the Core Committee, as well as the community, other stakeholders, and the Administrator of the Board of County Commissioners. PPI will work with the client to create the Core Committee, compiling a short list from which a final committee can be formed. With client input, PPI will identify criteria for inclusion, such as participants' roles within the human services system, the breadth of domains or agencies represented, and the desired size of the committee. Invitations to participate will be sent to the finalized list of identified members.

*Expected Duration: August 2019*

*Representative Activities:*

- Review and synthesize data related to community human service needs.
- Identify and form Core Committee.

*Deliverables:*

- Internal Needs Review memorandum.
- Formation of Core Committee.

#### **Phase 2: Public Input, Core Committee/Stakeholder Involvement**

PPI will use a multi-faceted approach for gathering public input, and core committee/stakeholder involvement. Key stakeholder data collection methods will include: interviews with key community stakeholders for input on the economic and policy climate and its impact on the development and delivery of human services; focus groups with diverse stakeholders to gather perception from service users and non-users on human service needs, availability, and efficacy; public community meetings to provide an opportunity for structured dialog and input from an open, diverse audience of community stakeholders; and a community survey to collect analogous information across a broad spectrum of stakeholders. PPI will determine the target audience for the community survey in consultation with the Core Committee.

*Expected Duration:* September 2019

*Representative Activities:*

- Interviews with 10 community stakeholders.
- Up to four stakeholder focus groups.
- Up to two public community meetings.
- A community survey.

*Deliverables:*

- Implementation of stakeholder data collection methods.
- Draft human service priorities.

### **Phase 3: Vision and Mission Development**

PPI will work with the Core Committee to identify effective outreach methods that will facilitate diverse community participation in vision and mission development. PPI will use a citizen engagement and consensus-building methodology that draws on the most effective aspects of several facilitation models, including the Technology of Participation (ToP) Consensus Workshop model, developed by the Institute for Cultural Affairs, and the Drivers Model by Leadership Strategies, Inc.

*Expected Duration:* October 2019

*Representative Activities:*

- Outreach to facilitate participation in the Consensus Workshop.
- Consensus Workshop to develop human service vision and mission for the region.

*Deliverable:*

- Draft human service vision and mission for the region.

### **Phase 4: Human Service Forum**

PPI will conduct a Human Service Forum to introduce the draft human service priorities identified through the public input process in Phase 2, as well as the human service vision and mission statements developed in Phase 3 of the project. PPI will also describe initial community input on resource priorities. The Human Service Forum will provide opportunities for participant reflection and feedback on proposed priorities and will actively refine the draft human service priorities during the forum proceeding. The citizen engagement methodology employed will depend in part on the results of the earlier phases, the size of the forum, and the experiential aims of the forum. Options may include live

polling, small group round robin rotations (e.g., World Café Method), structured voting, focus conversation, or mixed methods.

*Expected Duration:* November 2019

*Representative Activities:*

- Logistics planning for Human Service Forum.
- Implementation of Human Service Forum to review, reflect, and refine draft human service priorities.

*Deliverables:*

- Implementation of human service forum.
- Refined human service priorities.

### **Phase 5: Human Service Plan**

PPI will aggregate and synthesize information collected through the extant data analysis, community data collection process, and Human Service Forum proceedings to develop a Human Service Plan for the region. The plan will describe the overall economic, human service, and policy context of Teton County and the Town of Jackson, including illustrative human service indicators and description of service infrastructure. The Human Service Plan will also introduce the human service vision and mission statements, as well as the human service priorities developed during the public input process. These priorities will be defined in action-oriented terms that can support policy development and implementation.

*Expected Duration:* December 2019 to January 2020

*Representative Activities:*

- Aggregate human service data collected through extant data and stakeholder data collection processes.
- Synthesize human service data.
- Describe context of human services in the region.
- Draft Human Service Plan based on Phase 1 through Phase 4 of project.

*Deliverable:*

- Draft Human Service Plan.

### **Phase 6: Resource Allocation Plan Development**

The final project phase will culminate in a Resource Allocation Plan that builds off the Human Service Plan to identify human service funding options in a variety of funding environments. PPI will review analogous resource allocation plans developed by other jurisdictions to identify practical and effective resource allocation methodology and funding models. The proposed resource allocation plan may include options for a variety of funding conditions, from fiscally constrained to fiscally endowed, to enable the plan to flexibly adapt to changing funding environments.

*Expected Duration:* December 2019 to January 2020

*Representative Activities:*

- Review resource allocation plans and/or funding models in other jurisdictions.
- Develop adaptable resource allocation model for Teton County and the Town of Jackson.
- Meet with Core Committee and/or stakeholders to review and reflect on proposed resource allocation model.
- Draft Resource Allocation Plan based on Phase 1 through Phase 5 of the project.

*Deliverable:*

- Draft Resource Allocation Plan.

**COMPENSATION:**

As full compensation for the services rendered pursuant to this Agreement, Teton County shall pay Independent Contractor as follows:

The total not-to-exceed project budget for this contract is \$81,900 as illustrated below:

<b>Project Phase</b>	<b>Task Hours</b>	<b>Billing Rates</b>	<b>Expected Travel Costs</b>	<b>Project-Related Expenses</b>	<b>Not-to-Exceed Task Total</b>
<b>Phase 1: Research and Development</b>	48	\$130			\$6,240
<b>Phase 2: Public Input</b>	134	\$130	\$5,000	\$2,500	\$24,660
<b>Phase 3: Vision and Mission Development</b>	58	\$130	\$3,000		\$10,540
<b>Phase 4: Human Service Forum</b>	64	\$130	\$3,000	\$100	\$11,420
<b>Phase 5: Human Service Plan</b>	104	\$130	\$2,000		\$15,520
<b>Phase 6: Resource Allocation Plan Development</b>	104	\$130			\$13,520
<b>Total</b>	<b>512</b>	<b>\$130</b>	<b>\$13,000</b>	<b>\$2,600</b>	<b>\$81,900</b>

It is the responsibility of Teton County to pay PPI for all services billed under the contract with PPI. PPI will bill Teton County per project phase, and will submit an itemized statement setting forth the services rendered, time spent and amount due per project phase, within thirty (30) days of completion of said phase. Invoice and accompanying documents shall include the following information:

- Invoice number, date and invoice period;

- Contractor name and address;
- Project title and Phase: “Teton County Human Service Planning – Phase (#)”
- Total amount due;
- Brief progress report summarizing activities during invoice period; and
- Total amount by task, to be made available upon request.

PPI shall maintain receipts and all other records related to performance and billing under this agreement.

Invoices should be submitted to:

Teton County Board of County Commissioners  
Attn: Alyssa Watkins, BCC Administrator  
PO Box 3594  
Jackson, WY 83001

Electronic invoices are acceptable, unless otherwise indicated by Teton County, and should be directed to [awatkins@tetoncountywy.gov](mailto:awatkins@tetoncountywy.gov)

Payment will be made to:

Kendra Lodewick  
3935 NE Stanton St.  
Portland, OR 97212