

PROFESSIONAL SERVICES CONTRACT #2016-BH-11

between

CLARK COUNTY

P.O. Box 5000, Vancouver, WA 98666

and

DEBORAH ROLLAND-CONNORS

5001 W ST, Washougal, WA 98671

Program:	Prevention Coalition
Contract Period:	November 26, 2016 through June 30, 2017
Total Contract Amount:	\$14,340
Funding Source:	Fund 1954 – Alcohol and Drug
CFDA #:	93.959, 93.243
DUNS #:	SSN on file

Contractor Program Contact	County Program Contact	County Fiscal Contact
Deborah Rolland-Connors 360-713-1232 dbbconnors0@gmail.com	DeDe Sieler 360-397-2075 x 7823 dede.sieler@clark.wa.gov	John Jokela 360-397-2075 x 7883 john.jokela@clark.wa.gov

By signing below, Clark County, hereinafter referred to as the “County,” and Deborah Rolland-Connors, hereinafter referred to as the “Contractor,” agree to the terms of this Contract as well as the Clark County Department of Community Services General Terms and Conditions which are incorporated herein by reference with the same force and effect as if they were incorporated in full text. The full text version of the General Terms and Conditions are available at: <https://www.clark.wa.gov/community-services/general-terms-and-conditions>. Hard copies will be provided by Clark County upon request.

FOR CLARK COUNTY:

DocuSigned by:
Mark McCauley
F85426E8B9FA42C... 12/21/2016

Mark McCauley, County Manager

FOR DEBORAH ROLLAND-CONNORS:

DocuSigned by:
Deborah Rolland-Connors
F216BDA39732473... 12/18/2016

Deborah Rolland-Connors

APPROVED AS TO FORM:

DocuSigned by:
Amanda Migchelbrink
F682CB11526542F... 12/16/2016

Amanda Migchelbrink
Deputy Prosecuting Attorney

**BUDGET SUMMARY
CONTRACT #2016-BH-11
DEBORAH ROLLAND-CONNORS**

**CONTRACT PERIOD
NOVEMBER 26, 2016 THROUGH JUNE 30, 2017**

STATEMENT OF WORK	PAYMENT TYPE	REVENUE SOURCE	BUDGET
Prevention Coalition	Fee-for-Service	DSHS Prevention Services Grant	\$13,440
		State Dedicated Marijuana Account	\$0
Mileage	Cost Reimbursement	DSHS Prevention Services Grant	\$900
TOTAL FOR THE PERIOD 11/26/16 – 6/30/17			\$14,340

**CONTRACT #2016-BH-11
STATEMENT OF WORK
DEBORAH ROLLAND-CONNORS**

**CONTRACT PERIOD
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TOTAL FOR THE PERIOD 11/26/16 – 6/30/17			\$14,340

1. SERVICE DESCRIPTION

The Contractor shall provide the following services:

- 1.1. Fulfill requirement of a **.4 FTE (16 hours per week)** dedicated to the Unite! Washougal Community Prevention and Wellness Initiative (CPWI). The CPWI is also referred to as the “Coalition” below;
- 1.2. Serve as staff for the CPWI to help plan, implement and report on task categories including:
 - 1.2.1. Membership Recruitment and Retention
 - 1.2.2. Coalition Communication
 - 1.2.3. Coalition Development and Training
 - 1.2.4. Provision of Technical Assistance and Support for Coalition Strategy Implementation
- 1.3. Ensure completion of federal and state grant requirements to support the community based prevention coalition in accordance with state contract from the Division of Behavioral Health and Recovery (DBHR);
- 1.4. Serve as a liaison between the CPWI and the DBHR;
- 1.5. Participate in CPWI learning community meetings, monthly DBHR check-in meetings and required training;

- 1.6. Develop and maintain support from local key stakeholders/leaders;
- 1.7. Provide staff support to the community coalition; coordinate regular meetings to ensure implementation on the strategic plan and work plans;
- 1.8. Coordinate the regular review of coalition budget by the coalition;
- 1.9. Assist coalition members in navigating Strategic Prevention Framework and guide coalition to develop a comprehensive action plan based on needs assessment and strategic planning;
- 1.10. 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;
- 1.11. Report to the community coalition on progress toward the goals and objectives of the strategic plan and work plans;
- 1.12. Provide or coordinate prevention services, activities and coalition trainings with the guidance of the coalition members;
- 1.13. Work with the coalition to develop and monitor outcomes; ensure timely reporting to state performance evaluation system including surveys, collection of pre and post tests and other data as needed. Track and prepare reports in compliance with government grant requirements;
- 1.14. Provide organizational support for strategies, programs and events including billing, travel reimbursements, ordering of curriculum, etc.;
- 1.15. Work with the coalition to coordinate community outreach efforts (presentations, newsletter, volunteer recruitment; etc.);
- 1.16. Function as the liaison among the coalition members and the community at large;
- 1.17. Coordinate with other grant managers and coordinators on aligning strategies with multiple streams of funding;
- 1.18. Obtain a Certified Prevention Professional (CPP) credential within 12 months of the contract start date.

2. REPORTS

The Contractor shall provide the following reports. The County may withhold payment if the reports are not completed.

- 2.1. Provide a monthly report to the County that details services provided during the previous month in a format approved by the County. The report is due no later than the 15th of the month following the month when services were provided.

2.2. Input all required data into the Division of Behavioral Health and Recovery's Minerva online reporting system in a timely manner acceptable to the County.

3. PAYMENT

3.1. Payment for professional services will be made on a fee-for-service basis at the rate of **\$28.00 per hour**.

3.2. The maximum contract sum payable by the County to the Contractor shall not exceed the Total Contract Amount listed on the face sheet of this contract.

4. FEDERAL AWARD IDENTIFICATION

Subrecipient Name	Deborah Rolland-Connors
Subrecipient Unique Entity Identifier	Social security number on file ***-**-6041
Federal Award Identification Number (FAIN)	SP020155 / T1010056
Federal Award Date	07/01/2015
Subaward Period of Performance	11/26/16 through 06/30/2017
Amount of Federal Funds Obligated for this Contract	\$14,340
Total Federal Funds Obligated to Subrecipient	\$14,340
Total Amount of the Federal Award Committed	\$14,340
Federal Award Project Description	Substance Abuse Block Grant and Partnership for Success
Federal Awarding Agency	SAMHSA
Pass-through Entity and Contact Name	Clark County; DeDe Sieler 360-397-2075
CFDA Number	93.959 and 93.243
CFDA Name	Block Grants for Prevention and Treatment of Substance Abuse / Substance Abuse and Mental Health Services Projects of Regional and National Significance
Is this award R&D?	No
Indirect Cost Rate for the Federal Award	

SPECIAL TERMS AND CONDITIONS

1. CONFLICT OF INTEREST

The Contractor shall comply with all conflict of interest laws. The general rule is that Contractor shall not benefit from an activity associated with this contract, or have a financial interest in any contract, subcontract, or agreement with respect to an activity assisted by these funds.

2. CONTRACTOR’S OBLIGATION AS A “BUSINESS ASSOCIATE”

If Contractor will be handling protected health information (PHI), then it must sign a “Business Associate Agreement and Qualified Service Organization Agreement” with the County.

3. DOCUMENTS INCORPORATED BY EXHIBIT OR REFERENCE

Each of the documents listed below are incorporated by exhibit or reference into this Contract and are fully set forth herein, including any amendments, modifications, any successors or supplements thereto:

- 3.1. Clark County Department of Community Services General Terms and Conditions, as now established or hereafter amended
- 3.2. Washington Department of Social and Health Services “Prevention Services” grant 1563-42467, as amended.
- 3.3. Data Security Requirements attached as Exhibit A.
- 3.4. Contractor Travel Reimbursement Policy attached as Exhibit B.

4. DRUG-FREE WORKPLACE

Contractor agrees to comply with the Drug-Free Workplace Act of 1988.

5. FEE-FOR-SERVICE PAYMENT PROVISIONS

In addition to the payment provisions listed in the Clark County Department of Community Services General Terms and Conditions, the following shall apply:

- 5.1. The County shall reimburse the Contractor on a **fee-for-service basis** unless otherwise described in this contract.
- 5.2. The Contractor shall invoice the County only for services described within the scope of this Contract.

- 5.3. The Contractor shall maintain records of service delivery to justify the fees that have been billed. Costs covered by fee-for-service payment shall not also be submitted for cost reimbursement.
- 5.4. The County may withhold or suspend payment to the Contractor until such time as disallowed costs are recovered and any corrective action process has been completed, in the event that federal, state, County, or independent auditors determine that the Contractor has requested and received payment from the County for expenses or services that are outside the scope of a contract and/or not allowed by federal, state and/or County rules and regulations.
- 5.5. Invoicing Requirements for Fee-For-Service Contracts:
 - 5.5.1. The Contractor shall submit an invoice by the 15th of each month for services provided during the previous month.
 - 5.5.2. The Contractor may be required to submit invoices on a County-approved form. Invoices must identify the month and year of service, the Contract number, and describe services being billed.
 - 5.5.3. Mileage shall be paid at rates described in the “Contractor Travel Reimbursement Policy” shown in the attached Exhibit B, and shall not exceed the amount shown in the budget summary.
 - 5.5.4. Mileage reimbursement requests in excess of 50 miles one way shall include a copy of a mileage log.
- 5.6. When the contract ends, the Contractor must submit a final request for payment within 30 days following the end date.
- 5.7. The Contractor agrees to allow the County to make adjustments to the individual budget lines of this Contract when necessary and in the interests of both parties, provided the total contract amount remains unchanged.

6. TERMINATION

- 6.1. The award or continuation of this Contract is dependent upon the availability of future funding. The County’s payment obligations are payable only and solely from funds both appropriated and otherwise legally available for this Contract.
 - 6.1.1. The absence of initial appropriated or other lawfully-available funds shall render the Contract null and void to the extent funds are not appropriated or available.
 - 6.1.2. If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing no fewer than ten (10) calendar days written notice to the

Contractor. The termination shall be effective on the date specified in the notice of termination.

- 6.2. The County shall have the right to terminate this Contract, in whole or in part, with or without cause, by providing no fewer than ten (10) calendar days written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. The County shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purpose, for all goods delivered, services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 6.3. Upon termination of this Contract any unexpended balance of Contract funds will remain with the County. If termination occurs for cause, the Contractor shall immediately, and without notice of presentment, return to the County all funds that were expended in violation of the terms of this Contract.
- 6.4. Any notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery, to the receiving party at the address listed on the signature page, or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.
- 6.5. Termination of this contract shall not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County.

EXHIBIT A

DATA SECURITY REQUIREMENTS

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. “Authorized User(s)” means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
 - b. “Hardened Password” means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
 - c. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Data Transport.** When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:
 - a. Transporting the Data within the (State Governmental Network) SGN or Contractor’s internal network, or;
 - b. Encrypting any Data that will be in transit outside the SGN or Contractor’s internal network. This includes transit over the public Internet.

3. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
 - a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data with a key length of at least 128 bits
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

Physically secure the portable device(s) and/or media by:

- (d) Keeping them in locked storage when not in use
 - (e) Using check-in/check-out procedures when they are shared, and
 - (f) Taking frequent inventories
- (2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.
 - (3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.
 - (4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

h. Data stored for backup purposes.

- (1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition
- (2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

4. Data Segregation.

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
- b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,
- c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,

- d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non- DSHS data in a drawer, folder, or other container.
- g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

5. Data Disposition. When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a “wipe” utility which will overwrite the Data at least three (3) times using either random or single character data, or
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive

Magnetic tape	Degaussing, incinerating or crosscut shredding

- 6. Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
- 7. Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub- Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

EXHIBIT B**CONTRACTOR TRAVEL REIMBURSEMENT POLICY**

1. The following travel related expenses are allowable costs if incurred in conjunction with travel for the performance of work under contract with Clark County.

1.1. Actual costs of air, bus, train, taxi, tolls, car rentals and parking fees. Personal automobile usage will be reimbursed at the prevailing Clark County rate per mile as per the *Clark County Travelers Reference Guide*.¹

Mileage shall be calculated from the Contractor's business location to the travel destination. In instances where personal automobile usage exceeds the cost of airfare, reimbursement will be limited to the cost of traveling to the same destination by coach class airfare.

1.2. The actual cost of hotel accommodations at the single occupancy rate is an allowable expense when traveling on business required under this Contract. The lowest possible rate should be requested whenever possible. An itemized receipt is required with each reimbursement request.

1.3. Meals are reimbursed on a per diem rate as established by Clark County. Receipts are not required.

MEAL	2016 MAXIMUM REIMBURSEMENT RATES	
	LOW RATE	HIGH RATE
Breakfast	\$13	\$18
Lunch	\$19	\$23
Dinner	\$30	\$32
Total	\$62	\$73

¹ For current annual rate, see <https://www.clark.wa.gov/community-services/contract-information>

1.4. Other reasonable and ordinary expenses that are related to the performance of the contract and incurred by the Contractor while on official business. Examples of these costs are business related phone calls, registration fees, and fax transmissions. Itemized receipts are required.

2. It is expected that travel for business conducted in Vancouver, WA will be based upon the per diem rates established for the Vancouver, WA per diem locality, without regard to actual location of lodging.

3. Travel and expense reimbursements must be submitted in accordance with Section 1 with supporting documentation for all days of travel and include receipts for expenses that are to be reimbursed at actual cost.