

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Public Health (CCPH) CCPH SR2016-230

DATE: December 23, 2016

REQUESTED ACTION:

County Manager approval of a Professional Services Contract HDC.900 between Sandra Jaecksch and CCPH and authorization for Public Health Director to execute amendments. This contract provides professional infant mental health consultation to nursing staff working in the Nurse-Family Partnership (NFP) and Children with Special Health Care Needs (CSHCN) Programs. Total remuneration for this contract shall not exceed \$6,000.

_____ Consent _____ Hearing X County Manager

BACKGROUND:

An Infant mental health/mental health specialist for the NFP and CSHCN nurse home visitors (NHVs), will support quality program implementation, and NHV development, retention, and stress reduction. Clients with multiple risk factors that may include a history of trauma; living in unstable family or apart from family; and/or perinatal mood disorders are at increased risk for impaired attachment/bonding with their infant. Supporting the parent-infant relationship through infant mental health-focused consulting with nurses supports the NFP (and CSHCN) program goal of Improving Child Health and Development by Helping Parents Provide Sensitive and Competent Caregiving. The consultant will provide reflective supervision to nurse home visitors working with vulnerable populations; low-income first time pregnant women and their infants up to age two, and parents of children with special health care needs.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COMMUNITY OUTREACH

The NFP Washington State nurse consultant and the NFP National Service Office recommend NFP teams have an Infant Mental Health Specialist to consult with an ongoing basis as part of team case conferencing. The community benefits when nurse home visitors are supported in their evidence based practice with high-risk families.

BUDGET IMPLICATIONS


YES	NO	
X		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	0
Grant Fund Dollar Amount	0
Account	1025-Public Health Fund
Company Name	Sandra Jaecksch, MA, LHMC

DISTRIBUTION:

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



Heidi Steen, MBA
Financial Analyst/Public Health



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

CLARK COUNTY

Mark McCauley
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

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
1025-NFP program income				6,000		
Total				6,000		

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
1025-Public Health					6,000		
Total					6,000		

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual				6,000		
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total				6,000		

Professional Services Contract

Clark County Contract HDC.900

THIS AGREEMENT entered this 1st day of January 2017, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Sandra Jaecksch, after this called "Contractor."

WITNESSETH

WHEREAS, the contractor has been chosen through an informal solicitation, RFQ 4595, is a licensed mental health counselor, and has the expertise to provide infant mental health consultation services for Public Health Nurses in the Nurse Family Partnership program; AND

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Subaward Identification. Federal regulations require subaward agreements be clearly identified as such in the agreement and data elements that identify the agreement as a subaward of a Federal agency award be included. The required data elements for this agreement is included in Exhibit "B", Federal Grant ID Information, attached hereto and incorporated herein as Exhibit "B".

2. Services. The Contractor shall perform services as follows:

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

3. Time. The contract shall be deemed effective beginning January 1, 2017,

through December 31, 2017. The contract may be extended upon the mutual written consent of both parties for two (2) one (1) year periods.

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

- A. Fees paid Contractor shall be \$80.00 per hour.
- B. Mileage at the current federal rate.
- C. Total compensation shall not exceed \$3,000.00 without the mutual written consent of both parties.

5. Availability of Funds The recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the agreement is expressly dependent upon the availability to County of funds appropriated by the state Legislature from state and/or federal revenue or such other funding sources as may be applicable. A failure of County to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement by County or an event of default under the agreement and County shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from County beyond the duration of the award period set forth in the grant/loan agreement and in no event shall the agreement be construed as a commitment by County to expend funds beyond the termination date set in the grant/loan agreement.

5. 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.

6. 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.

7. Indemnification / Hold Harmless. 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. 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 which are brought against the County.

8. 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.

9. 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.

10. Contract Documents: Contract documents consist of this agreement, Exhibit "A", Statement of Work, Exhibit "B", Federal Grant Data Information, Exhibit "C", Certifications, Exhibit "D", Assurances-Non-Construction Project, Exhibit "E", Clark County Applicant Disclosure and Authorization for Background Inquiry, and Exhibit "F" Confidentiality and Information Security Agreement for Non-Employees attached hereto and incorporated herein by this reference. Where provisions of the contract and provisions of the Request for Quote or the quote are inconsistent, the provisions of the contract shall be controlling.

11. Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.

12. 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.

13. 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 Clark 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 Clark County by providing a copy of the request to the Clark County Public Records Officer.

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. All information obtained by the contractor shall remain confidential and shall be maintained in accordance with the Health Information Portability and Accountability Act.

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.

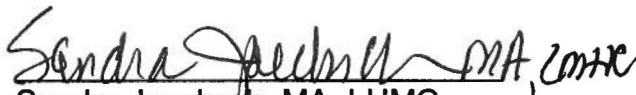
20. Severability. If any provision of this agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

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; 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:
SANDRA JAECKSCH, MA, LHMC

Approved:
CLARK COUNTY MANAGER


Sandra Jaecksch, MA, LHMC

Mark McCauley, County Manager

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK
Prosecuting Attorney


Jane Vetto, Senior Deputy Civil Prosecutor

Exhibit A Statement of Work

I. Background

Infant mental health/mental health therapist for the Nurse-Family Partnership (NFP) and Children with Special Health Care Needs (CSHCN) nurse home visitors (NHVs) will support quality program implementation and nurse/supervisor development, retention, and stress reduction for NHVs in Cowlitz County.

Clients with multiple risk factors including trauma history/high Adverse Childhood Experiences (ACEs) scores, living in unstable families or apart from family, and/or perinatal mood disorders, are at increased risk for impaired attachment relationships with their infant. Supporting these relationships through infant mental health-focused consulting with nurses supports the NFP (and CSHCN) program goal of: Improving Child Health and Development by Helping Parents Provide Sensitive and Competent Caregiving.

II. Scope of Work

An infant mental health specialist (IMHS)/mental health therapist will provide mental health consultation to the NHVs in the NFP and CSHCN) programs, and, on occasion to their clients, regarding the psychosocial needs of pregnant women, families with infants and toddlers, and/or families with CSHCN in Cowlitz County. Consultation will support the reflective capacity of the individual NHVs, supervisor and the team. The consultation process includes reflection, guidance, coaching and education. The mental health consultant will support the NHV as the expert on her clients and offer guidance and information in a non-judgmental manner, respecting professional boundaries and confidentiality. In performance of this work, the consultant will do the following:

- A. Provide completed Clark County Applicant Disclosure and Authorization for Background Inquiry, "Attachment E", prior to visits with clients.
- B. View the video, *Privacy, Security, and You: Protecting Patient Confidentiality Under HIPAA*; then sign Exhibit "F" Confidentiality and Information Security Agreement for Non-Employees form prior to participating

in case conferencing or meeting clients.

- C. Participate in once a month NFP-CSHCN team case conferences, for 1 ½ to two hours, on a schedule mutually agreed upon by NFP supervisor and consultant, at the Center for Community Health.
- D. Provide individual consultation to nurse home visitors who need support in working with actual, or potential, mental health concerns, including in-person or phone consultation, and joint home visits, as needed.
- E. Support nurse home visitors in assessing client mental health status, implementing appropriate and safe interventions, recognizing boundaries and making effective referrals into the mental health system.
- F. Assist nurse home visitors in developing individualized care plans for their clients.
- G. Comply with all state and federal requirements regarding confidentiality of client records. Confidential information may not be disclosed to the public.
- H. Maintain professional license or registration.
- I. Advocate with providers; daycares and other entities on behalf of clients/families.
- J. Sign a *Professional Service Agreement*.
- K. Ability to understand both adaptive and maladaptive behaviors of mother-infant dyads, with an emphasis on attachment theory, trauma, mental health/illness, child/adolescent/adult development, and cultural competence.
- L. High reflective capacity and ability to translate MH/IMH language and theory for non-mental health professionals. Knowledge of the Health Insurance Portability and Accountability Act (HIPAA).

III. Cost Outline

- A. Payment is at the mutually agreed upon rate of \$80.00 per hour. The consultant will send Clark County Public Health an invoice before the end of the last business day of each month. Payment will cover the following:
 - 1. One time/month team meeting of 1½ to 2 hours, including prep time.
 - 2. Occasional one-on-one consultation, by phone or in-person, with nurse

home visitor for one hour, up to two hours per month with potential for this to increase, at discretion of Clark County Public Health (CCPH) Leadership Team.

3. Occasional home visit with nurse, including travel time to and from the CFCH, and mileage reimbursement if takes own car, at the current federal rate.

Exhibit B
Federal Grant ID Information

1. Federal Award Identification Number (FAIN):
2. Federal Award Date:
3. Subrecipient name:
4. Subaward Period of Performance Start and End Dates:
5. Amount of Federal Funds Obligated to the subrecipient:
6. Total Amount of the Federal Award:
7. Federal award project description, required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):
8. Name of Federal awarding agency, pass-through entity, and contact information for awarding official:
9. CFDA Number and Name:

**Exhibit C
CERTIFICATIONS**

1) CERTIFICATION REGARDING DRUG-FREE WORK-PLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about—
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace:
- c) Making it a requirement that each employee, to be engaged in the performance of the project, be given a copy of the statement required by paragraph a) above;
- d) Notifying the employee in the statement required by paragraph a), above, that as a condition of employment under the project funding, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e) Notifying the agency within ten calendar days after receiving notice under subparagraph d) 2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number (s) of each affected grant.

- f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph d) 2), above, with respect to any employee who is so convicted—
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs a), b), c), d), e), and f), above.
- h) The contractor certifies that as a condition of the funding source, it will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the funding.

2) CERTIFICATION REGARDING LOBBYING

Title 31, United State Code, Section 1352, entitled “Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions, “ generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

3. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with terms and conditions of award if the contract is awarded.

4. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the pro-Children Act of 1994 (Act) requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facility that constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of

applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the ACT and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts that contain provisions for children's services and that all subrecipients shall certify accordingly.

Public Health strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the Public Health mission to protect and advance the physical and mental health of all people.

5. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

NOTE: In accordance with 45 CFR Part 76, amended June 26, 1995, any debarment, suspension, proposed debarment or other government wide exclusion initiated under the Federal Acquisition Regulation (FAR) on or after August 25, 1995, shall be recognized by and effective for Executive Branch agencies and participants as an exclusion under 45 CFR Part 76.

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- 2) have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

- 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph a) 2) of this certification; and
- 4) have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Should the prospective contractor not be able to provide this certification, an explanation as to why should be placed under the assurances page in the proposal.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION

- 1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c) Are not presently indicted for or otherwise criminally or civilly charge by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and
 - d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS –LOWER TIER COVERED TRANSACTIONS

The applicant agrees by signing this contract that it will include, without modification, **the following clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction”** in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

- 1) The prospective lower tier participant certifies by signing this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-INSTRUCTIONS FOR CERTIFICATION

- 1) By signing this contract, the prospective contractor is providing the certification set out below.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

- 4) The prospective contract shall provide immediate written notice to the department or agency to which this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction unless authorized by grantor.
- 7) The prospective contractor further agrees by submitting this contract that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction, " provided by HHS, without modification, in all lower tier covered modifications, and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the transaction is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies

available to the Federal Government, CCPH may terminate this transaction for cause or default.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
<input type="text"/>	<input type="text"/>
APPLICANT ORGANIZATION	DATE SUBMITTED
<input type="text"/>	<input type="text"/>

Exhibit D

Assurances – Non-Construction Programs

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this proposal.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S. C. >>4728-4763) relating to prescribed standards for merit systems for programs funded under one OPM's Standards for a Merit System of Personnel Administration (5 C.F.R.900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to : (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. □□ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. >794), which prohibits discrimination on the basis of handicaps; (d) the age Discrimination Act of 1975, as amended (42 U.S.C. >>6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) >>523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. >>290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. >3601 et seq.), as amended, relating to nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. □□1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. >>2726c amd18 U.S.C. >>874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. >>327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; € assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. □□1451 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. □□1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance of 1966, as amended (16 U.S.C. □470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. □□469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. □□2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. □□4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

CONTRACTOR SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name	
ORGANIZATION NAME (if applicable)	DATE

Exhibit E
Clark County Applicant Disclosure and
Authorization for Background Inquiry



CONFIDENTIAL

Applicant Disclosure and Authorization for Background Inquiry

IMPORTANT APPLICANT INFORMATION
PLEASE TYPE OR PRINT

Applicant's Name _____
(Last) (First) (Middle)

Alias/Maiden Name _____

Home Address _____
(Street) (City) (State) (Zip)

Date of Birth _____ Sex _____ Race _____

Social Security No. _____ Driver's License Number _____ State _____

County Department _____

You are applying for appointment to a position which may have unsupervised access to children under sixteen years of age, developmentally disabled persons, or other vulnerable adults during the course of his or her employment or involvement with the County. As provided by Washington State Law under RCW 43.43.830, applicants must provide a disclosure statement of certain civil adjudication, conviction records of crimes against persons, and disciplinary board final decisions prior to appointment to positions which are directly responsible for the care, supervision, or treatment of children, developmentally disabled persons, or other vulnerable adults. As provided by RCW 43.43.815 Clark County may conduct a pre-employment evaluation of prospective employees who, in the course of employment, may have access to County money or assets.

Clark County will make background inquiries of the above noted disclosures. Such inquiries may be made to State and/or Federal law agencies. Information obtained from the disclosure statement or from the background inquiries will not necessarily preclude appointment, but will be considered in determining the applicant's character, suitability, and competence for the position applied for and may result in denial of appointment. The use of these inquiries will be restricted to decisions on possible County appointment.

If you wish to be considered for appointment, you must complete and sign this Applicant Disclosure and Authorization for Background Inquiry Form. Failure to complete and sign this form will disqualify you from County appointment. Additionally, if you do not live in Washington or have lived in the state for less than three years, you must submit to fingerprinting for the purpose of conducting a Washington State Patrol and Federal Bureau of Investigation background check. If selected for the position, this information may be collected periodically in the future, in compliance with applicable state laws and grantor agency requirements.

State background identification shall satisfy future record check requirements for the applicant for a two (2) year period. A copy of the background inquiry information from State or Federal law enforcement agencies will be available to you upon request. Clark County is not liable for defamation, invasion of privacy, negligence, or any other claim in connection with any lawful dissemination of information under RCW 43.43, and will not disseminate this information to a second party in compliance with RCW 10.97.

State and Federal background checks will be completed at Clark County's expense.

1/2014

Exhibit F
Confidentiality and Information
Security Agreement for Non-Employees



proud past, promising future

CLARK COUNTY
WASHINGTON

Clark County Public Health
1601 E. Fourth Plain Blvd.
Vancouver, WA 98661
(360) 397-8000

***Confidentiality and Information Security Agreement for
Non-Employees***

Clark County Public Health is committed to maintaining confidentiality and security of information in accordance with professional healthcare ethics, guidelines established by regulatory agencies, and applicable federal and state laws.

While working or visiting our facilities, you may have access to, or work with, information considered confidential regarding patients and their families, employees, medical staff, students, volunteers, the Public Health Advisory Council, or the Board of Health. You must honor Public Health's commitments to the confidentiality and security of this information.

Confidentiality Agreement

- I will hold in confidence any information I acquire while working or visiting Clark County Public Health facilities.
- I understand that all other access, disclosure, modification or disposal of confidential information is strictly prohibited.
- Any violation of confidentiality shall be reported to my employer and cause me to be removed from any further work with the Clark County Public Health.
- Upon termination of my role or responsibility, I shall appropriately store or dispose of any confidential and proprietary information.

Clark County Public Health retains full ownership, rights and title to all confidential and proprietary information.

I have read and understand this agreement, as well as my responsibilities and obligations. By signing below I acknowledge my adherence to these terms and conditions.

Printed Name

Signature

Today's Date