

Professional Services Contract
Clark County Contract HDC.795

THIS AGREEMENT, entered into this 1st day of February 2016, by and between **CLARK COUNTY PUBLIC HEALTH**, after this called "County," a political subdivision of the State of Washington, and Curtis Miller, dba **CONNECT BG INC.**, after this called "Contractor."

W I T N E S S E T H

WHEREAS, County understands the need to work together to address the physical, environmental, social, and emotional factors that contribute to chronic disease to protect and improve the health of all people in our community; *AND*

WHEREAS, there is evidence-based data through the Adverse Childhood Experiences (ACE) landmark study that links early life experiences to chronic disease outcomes across multiple health systems; such as diabetes, depression and heart disease; *AND*

WHEREAS, County has increased our awareness and understanding of the impacts of ACES and wishes to work with community partners to prevent and reduce ACESs while increasing resilience and mitigating those impacts; *AND*

WHEREAS, County is in receipt of grant funds to support work related to ACES in our community by funding a coordinator in Battle Ground to facilitate ACEs education and awareness; *AND*

WHEREAS, the Contractor has been chosen through an informal solicitation, RFA 4609; *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:

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/Cost Proposal, attached hereto and incorporated herein by this reference as Exhibit "A".

3. Time. The contract shall be deemed effective beginning February 1, 2016, through May 29, 2016. The contract may be extended upon the mutual written consent of both parties for two (2) consecutive (12) twelve month periods.

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

A. Fees paid Contractor shall be at \$50.00 per hour

B. Any travel related costs shall be the responsibility of the Contractor.

C. Total compensation shall not exceed \$5,000.00 without the mutual written consent of both parties

D. If the term of the contract is extended for (1) or (2) additional (12) twelve month periods, additional compensation will be paid at the same hourly rate of \$50, with a total not to exceed for each additional year of \$5,000, with the same terms and conditions and contingent on funding.

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. Monitoring Cooperation Contractor agrees to allow the County and its auditors or their designees to have immediate access to all records and the financial statements related to this agreement and/or service performed under this agreement, as required by the Code of Federal Regulations, 2 CFR 200.331(5). This shall include contracts and agreements Contractor has with other entities in fulfillment of this Contract.

8. 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.

9. 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.

10. 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.

11. Contract Documents: Contract documents consist of this agreement, Exhibit "A" State of Work, Exhibit "B", Business Associates Agreements, and Exhibit "C", RFQ 4609 and Proposal. 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.

12. 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.

13. 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.

14. 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.

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

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. Insurance. The Contractor shall provide to 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:
CONNECT BG INC



Curtis Miller

Date

3/14/16

Approved:
CLARK COUNTY MANAGER



Mark McCauley

Date

2/29/16

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK
Prosecuting Attorney



Jane Vetto, Deputy Civil Prosecutor

Date

2/1/16

Exhibit A

Statement of Work

- Perform outreach within the Battle Ground community on behalf of and in coordination with CCPH to develop opportunities to promote ACEs training, awareness, and cross-sector collaboration with particular emphasis on connection with the Battle Ground School District, Battle Ground Police Department, Connect Battle Ground, Battle Ground business community and Battle Ground faith communities.
- Identify additional organizations and/or individuals currently interacting with ACEs target constituency within Battle Ground School District boundaries and open or strengthen communication channels to develop a relationally connected collaborative.
- Coordinate regular meetings of key Battle Ground stakeholders and CCPH to discuss needs, progress, challenges, and opportunities.
- Keep CCPH program manager fully apprised of all efforts and progress during regular strategy/progress meetings.
- Coordinate with CCPH program manager to meet ACEs/Resilience training needs in Battle Ground by presenting content or coordinating presenters and training logistics to meet specific audience needs. To include:
 - Assisting with training event logistics and promotion;
 - Disseminating handouts, messaging and materials to Battle Ground stakeholders;
 - Assisting CCPH to organize, present, and promote film screenings that spread ACEs awareness.
- Collaborate with CCPH program manager and/or Public Information Officer to plan/provide outreach via local Battle Ground media. Coordinate talking points and identify spokespeople with CCPH.
- Connect efforts with the larger Clark County ACEs Action Alliance. To include:
 - Representing Battle Ground at regular meetings of the ACES Action Alliance;
 - Working with existing ACEs Action Alliance teams to secure common messaging, education, marketing and strategic approaches;
 - Collaborating with CCPH and members of the ACEs Action Alliance Education Team to develop a 1-hour (maximum) power point presentation on ACEs and childhood brain development for youth-caring adults and a shorter ACEs orientation curriculum that can be used when a full ACEs training is not practical but some awareness will be helpful.
 - Collaborating with ACEs Action Alliance Teams to distribute evaluation/assessment tools and collect evaluation and assessment data upon request (e.g., number of participants in training sessions, trauma-informed practices initiated, number of presentations provided, etc.) and return to CCPH for grant reporting purposes.
- Utilize CCPH Office Assistant for administrative needs related to this work as needed (may include typing, copying, routine outreach, minutes, etc.)
- Apprise CCPH of challenges, barriers, opportunities, successes and key contacts

related to this work.

- Contribute to bi-annual grant reports.
- Assist CCPH to meet other deliverables outlined in the Community Foundation grant on ACES in Battle Ground scope of work as requested by CCPH.

A – Week of February 1, 2016 – Kick Off Meeting

B – Additional tasks listed above and due dates to be determined at kick off meeting and through ongoing direction from CCPH program manager.

Proposed Cost

\$50.00 per hour for 100 hours February 1 - May 29, 2016; Total not to exceed \$5,000;

Agreement is renewable for (2) two additional, consecutive (12) twelve month periods ending May 29, 2017 and May 29, 2018 with additional compensation for each consecutive term of \$5,000 each term respectively, with the same terms and conditions, contingent on funding.

Exhibit B

BUSINESS ASSOCIATE AGREEMENT Between CURTIS MILLER, dba CONNECT BG INC And CLARK COUNTY PUBLIC HEALTH

This Business Associate Agreement for dental services, dated as of February 1, 2016 is entered into between **Clark County Department of Public Health** and **CURTIS MILLER dba CONNECT BG INC.**

Recitals

A. Business Associate provides certain legal services to Covered Entity (the “Services”) which sometimes may involve (i) the use or disclosure of Protected Health Information (as defined below) by Business Associate, (ii) the disclosure of Protected Health Information by Covered Entity (or another business associate of Covered Entity) to Business Associate, or (iii) the creation, receipt, maintenance, or transmission of Electronic Protected Health Information (as defined below) by Business Associate. Accordingly, the use, disclosure, transmission, or maintenance of Protected Health Information by Business Associate is subject to the privacy regulations (the “HIPAA Privacy Regulations”) and the security regulations (the “HIPAA Security Regulations”) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and 45 C.F.R. Parts 160 and 164 with respect to such Services. This Agreement is intended to document the business associate assurances required by the HIPAA Privacy Regulations (at 45 C.F.R. § 164.504(e)), and the HIPAA Security Regulations (at 45 C.F.R. § 164.314(a)).

B. This Agreement will govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, use, disclose, maintain, transmit or receive, Protected Health Information on behalf of Covered Entity. This Agreement will also govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, receive, maintain or transmit, EPHI on behalf of Covered Entity.

Agreement

1. **Definitions.** Capitalized terms used in this Agreement, but not otherwise defined in this Agreement, shall have the same meanings as those terms in the HIPAA Privacy Regulations and the HIPAA Security Regulations. Unless otherwise stated, a reference to a “Section” is to a Section in this Agreement. For purposes of this Agreement, the following terms shall have the following meanings.

1.1 **Breach.** “Breach” shall have the same meaning as the term “breach” in 45 C.F.R. § 164.402.

1.2 Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

1.3 Electronic Protected Health Information or EPHI. “Electronic Protected Health Information” or “EPHI” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.4 Individual. “Individual” shall mean the person who is the subject of Protected Health Information as provided in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 Individually Identifiable Health Information. “Individually Identifiable Health Information” shall have the same meaning as the term “individually identifiable health information” in 45 C.F.R. § 160.103.

1.6 Protected Health Information or PHI. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

1.8 Secretary. “Secretary” shall mean the Secretary of the federal Department of Health and Human Services or that person’s designee.

1.9 Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.

1.10 Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in 45 C.F.R. § 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

2. Permitted Uses and Disclosures by Business Associate.

2.1 General. Except as otherwise specified in this Agreement, Business Associate may use or disclose PHI to perform its obligations for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the HIPAA Privacy Regulations if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

2.2 Other Permitted Uses. Except as otherwise limited by this Agreement, Business Associate may use PHI it receives or creates in its capacity as a business associate of Covered Entity, if necessary:

2.2.1 for the proper management and administration of Business Associate;

2.2.2 to carry out the legal responsibilities of Business Associate; or

2.2.3 to provide Data Aggregation services to Covered Entity which relate to the health care operations of Covered Entity in accordance with the HIPAA Privacy Regulations.

2.3 Other Permitted Disclosures. Except as otherwise limited by this Agreement, Business Associate may disclose to a third party PHI it receives or creates in its capacity as a business associate of Covered Entity for the proper management and administration of Business Associate, provided that:

2.3.1 The disclosure is Required By Law; or

2.3.2 Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that (i) the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and (ii) the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 De-Identified Information. Health information that has been de-identified in accordance with the requirements of 45 C.F.R. §§ 164.514 and 164.502(d) and is therefore not Individually Identifiable Health Information (“De-Identified Information”) is not subject to the provisions of this Agreement. Covered Entity may disclose PHI to Business Associate to use for the purpose of creating De-Identified Information, whether or not the De-Identified Information is to be used by Covered Entity.

3. Obligations and Activities of Business Associate Regarding PHI.

3.1 Limitations on Uses and Disclosures. Business Associate will not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.

3.2 Safeguards. Business Associate will use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

3.3 Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

3.4 Reporting. Business Associate will report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.

3.5 Agents and Subcontractors. Business Associate will ensure that any agent, including any subcontractor, to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

3.6 Access. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity, Business Associate will make such PHI available to Covered Entity or, as directed by Covered Entity to an Individual, that is necessary for Covered Entity to respond to Individuals’ requests for access to

PHI about them in accordance with 45 C.F.R. § 164.524. Business Associate will provide such PHI in an electronic format upon request by Covered Entity unless it is not readily producible in such format in which case Business Associate will provide Covered Entity a standard hard copy format.

3.7 Amendment of PHI. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity or an Individual, Business Associate will make any requested amendment(s) or correction(s) to PHI in accordance with 45 C.F.R. § 164.526.

3.8 Disclosure Documentation. Business Associate will document its disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.9 Accounting of Disclosures. Within thirty (30) days of receiving a request from Covered Entity, Business Associate will provide to Covered Entity information collected in accordance with Section 3.8 of this Agreement, as necessary to permit Covered Entity to make an accounting of disclosures of PHI about an Individual in accordance with 45 C.F.R. § 164.528.

3.10 Access to Business Associate's Internal Practices. Except to the extent that it violates or interferes with attorney-client privilege, the duty of client confidentiality, or the applicable rules of professional responsibility, Business Associate will make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of (a) PHI received from, or created or received by Business Associate on behalf of, Covered Entity; and (b) EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, available to the Secretary or to Covered Entity, in a time and manner designated by the Secretary or reasonably specified by Covered Entity, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Regulations and HIPAA Security Regulations.

3.11 Breach Notification. Business Associate, following the discovery of a Breach of Unsecured Protected Health Information, shall notify Covered Entity of such breach. Except as otherwise required by law, Business Associate shall provide such notice without unreasonable delay, and in no case later than thirty (30) calendar days after discovery of the Breach.

3.11.1 Notice to Covered Entity required by this Section 3.11 shall include: (i) to the extent possible, the names of the individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Breach; (ii) a brief description of what happened including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured Protected Health Information that were involved in the Breach; (iv) a brief description of what Business Associate is doing or will be doing to investigate the Breach, to mitigate harm to the individual(s), and to protect against further Breaches; and (v) any other information that Covered Entity determines it needs to include in notifications to the individual(s) under 45 C.F.R. § 164.404(c).

3.11.2 After receipt of notice, from any source, of a Breach involving Unsecured Protected Health Information used, disclosed, maintained, or otherwise possessed by Business Associate or of a Breach, involving Unsecured Protected Health Information, for which the Business Associate is otherwise responsible, Covered Entity may in its sole discretion (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on Covered Entity's behalf, the individual(s) affected by the Breach, in accordance with the notification requirements set forth in 45 C.F.R. § 164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to provide notice to the individual(s) affected by the Breach.

4. Obligations of Covered Entity.

4.1 Requested Restrictions. Covered Entity shall notify Business Associate, in writing, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, which permits an Individual to request certain restrictions of uses and disclosures, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4.2 Changes in or Revocation of Permission. Covered Entity will notify Business Associate in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

4.3 Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Regulations and HIPAA Security Regulations if done by Covered Entity, except to the extent that Business Associate will use or disclose PHI for Data Aggregation or management and administrative activities of Business Associate.

5. Security Restrictions on Business Associate.

5.1 General. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security Regulations.

5.2 Agents; Subcontractors. Business Associate will ensure that any agent, including a subcontractor, to whom Business Associate provides EPHI agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of such EPHI.

5.3 Reporting of Security Incidents. Business Associate shall report to Covered Entity any Security Incident affecting EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, of which Business Associate becomes aware. This Section constitutes notice to Covered Entity of routine and ongoing attempts to gain unauthorized access to Business Associate's information systems (each an "Unsuccessful Attack"), including but not limited to pings, port scans, and denial of service attacks, for which

no additional notice shall be required provided that no such incident results in unauthorized access to Electronic PHI.

5.4 HIPAA Security Regulations Compliance. Business Associate agrees to comply with Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations.

6. Term and Termination.

6.1 Term. This Agreement shall take effect on the Effective Date (as defined below), and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section 6.

6.2 Termination for Cause. If Covered Entity determines that Business Associate has breached a material term of this Agreement, Covered Entity will provide written notice to Business Associate which sets forth Covered Entity's determination that Business Associate breached a material term of this Agreement, and Covered Entity may:

6.2.1 Provide written notice to Business Associate which provides an opportunity for Business Associate to cure the breach or end the violation, as applicable. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, then Covered Entity may immediately thereafter terminate this Agreement; or

6.2.2 Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

6.2.3 If neither termination nor cure are feasible as provided in Sections 6.2.1 and 6.2.2 of this Agreement, Covered Entity will report the violation to the Secretary.

6.3 Effect of Termination.

6.3.1 Except as provided in Section 6.3.2 of this Agreement, upon termination of this Agreement, for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision also applies to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the PHI.

6.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon reasonable determination that return or destruction of PHI is infeasible, Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Qualified Service Organization Agreement. Covered Entity and Business Associate hereby acknowledge that Business Associate and its agents and employees have, as applicable,

complied, and will comply, with 42 USC §290dd-2 and 42 CFR Ch. 1, part 2, §§2.11 et seq. (the “Federal Drug and Alcohol Regulations”) in that:

7.1 The parties acknowledge that if Business Associate receives, processes, reviews, or otherwise deals with any Covered Entity patient records during the course of the Services Business Associate and its employees will be providing to Covered Entity, that each and every one of said employees will be fully bound by the Federal Drug and Alcohol Regulations;

7.2 Each of Business Associate’s employees and agents will maintain Covered Entity’s patient identifying information in accordance with federal and state confidentiality rules governing drug and alcohol treatment records;

7.3 Each of Business Associate’s employees and agents will comply, as applicable, with the limitations on disclosure, redisclosure and use set forth in 42 CFR Ch. 1, part 2, §§ 2.16 and 2.53; and

7.4 If necessary, each of Business Associate’s employees and agents will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Federal Drug and Alcohol Regulations.

8. Miscellaneous.

8.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy Regulations or the HIPAA Security Regulations means the section as in effect or as amended.

8.2 Amendment. If any new state or federal law, rule, regulation, or policy, or any judicial or administrative decision, affecting the use or disclosure of PHI is enacted or issued, including but not limited to any law or regulation affecting compliance with the requirements of the HIPAA Privacy Regulations or the HIPAA Security Regulations, the parties agree to take such action in a timely manner and as is necessary for Covered Entity and Business Associate to comply with such law, rule, regulation, policy or decision. If the parties are not able to agree on the terms of such an amendment, either party may terminate this Agreement on at least thirty (30) days’ prior written notice to the other party.

8.3 Survival. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement (“Effect of Termination”) shall survive the termination of this Agreement.

8.4 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the Federal Drug and Alcohol Regulations. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

8.5 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Business

Associate and Covered Entity and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8.6 Assignment. This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld; provided that no such consent shall be required for either party's assignment or transfer of this Agreement in connection with a sale or transfer of all or substantially all of the business or assets of the assigning party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their permitted successors and assigns.

8.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior communications, representations, and agreements, oral or written, of the parties with respect to its subject matter.

8.8 Severability and Waiver. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.

8.9 Notices. Any notices permitted or required by this Agreement will be addressed as follows or to such other address as either party may provide to the other:

If to Covered Entity: Clark County Department of Public Health
Attn: Kathy Smith, Contracts and Grants
PO Box 9825
Vancouver, WA 98666-8825

If to Business Associate: Connect BG Inc.
Attn Curtis Miller
203 NW 13 St
Battle Ground, WA 98604

8.10 Counterparts. This Agreement may be executed in multiple counterparts, all of which together will constitute one agreement, even though all parties do not sign the same counterpart.

8.11 Effective Date. This Agreement will become effective on the date first written above.

**Exhibit C
RFQ 4609**



**RFQ # 4609
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES**

Clark County Washington

Request for Quotation for:

Coordinator for ACE's - Battle Ground

QUOTATION DUE: January 20, 2016 3:00 p.m.

E-mail or Mail Proposal to:

Contracts and Grants

Connect BG Inc Curtis Miller

February 1, 2016

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Clark County Public Health
P.O. Box 9825
1601 E Fourth Plain Blvd.
Vancouver, Washington 98661
(360) 397-8226
CntyHealthGrantContract@clark.wa.gov

Refer Technical Questions to:

Project Manager:
Cyndie Meyer
Program Manager, Chronic Disease Prevention
Cyndie.Meyer@clark.wa.gov

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL quotations submitted become the property of Clark County. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the quotation submitted. Clark County has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the quotation. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFQ.

CANCELLATION OF AWARD - Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALITY: Proposer shall comply with all applicable state and federal laws governing the confidentiality of information."

CONFLICT OF INTEREST - All quotations submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Clark County or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a quotation must certify that each company or agency of the consortium can meet the requirements set forth in the RFQ.

COST OF QUOTATION & AWARD - The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Clark County is not responsible for any costs incurred prior to the effective date of the contract. Clark County reserves the right to make an award without further negotiation of the quotation submitted. Therefore, the quotation should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES: Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFQ. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. Clark County's Equal Employment Opportunity Plan is available at <http://www.clark.wa.gov/hr/documents.html>. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM - Clark County has implemented an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of its life cycle. Product criteria have been established on the Green Purchasing List <http://www.clark.wa.gov/general-services/purchasing/erp/environmental.html>

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this quotation, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored quotations.

INTERLOCAL AGREEMENT - Clark County has made this RFQ subject to Washington State statute RCW 39.34. Therefore the bidder may, at the bidders' option, extend identical prices and services to other public agencies wishing to participate in this RFQ. Each public agency wishing to utilize this RFQ will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.

LIMITATION - This RFQ does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFQ, or to procure or contract for services or supplies.

LATE QUOTATIONS - A quotation received after the date and time indicated above will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS: An oral presentation may be required of those prospective contractors whose quotations are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability; Contract compliance; and Program performance.

PRICE WARRANT - The quotation shall warrant that the costs quoted for services in response to the RFQ are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor.

PROTESTS must be submitted to the Purchasing Department.

PUBLIC SAFETY may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. County project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

REJECTION OF QUOTATIONS - Clark County reserves the right to accept or reject any or all quotations received as a result of this RFQ, to negotiate with any or all prospective contractors on modifications to quotations, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFQ if it is in the best interest of Clark County to do so.

SUBCONTRACTING - No activities or services included as a part of this quotation may be subcontracted to another organization, firm, or individual without the approval of Clark County. Such intent to subcontract shall be clearly identified in the quotation. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL QUOTATIONS: Verbal quotations will not be considered in making the award of any contract as a result of this RFQ.

WORKERS COMPENSATION INSURANCE – The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$500,000 for each accident, or provide evidence that State law does not require such coverage.

FOR ALTERNATIVE FORMATS
Clark County ADA Office; V (360) 397-2025;
TTY (360) 397-2445; ADA@Clark.wa.gov

Request for Quotations

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Request for Quotation # 4609

Coordinator for ACEs – Battle Ground

Part I Quotation Requirements

Section IA General Information

1. Introduction

Clark County Public Health is seeking a coordinator to raise awareness and understanding of ACEs and the impact on long-term health of individuals and communities in Battle Ground, WA. The ideal consultant will have an established contact and partnership network in Battle Ground that includes community leaders from schools, faith communities, health, business, government organizations, prevention agencies, law enforcement, mentoring partners and others. The candidate will also possess knowledge of adverse childhood experiences, childhood trauma and brain development, and will have experience in public speaking, event coordination, coalition building, and coaching.
2. Background

The mission of Public Health is to work with others to protect and improve the health of all people. Public Health affirms that we must work together to address the physical, environmental, social, and emotional factors that contribute to chronic disease.

The landmark Adverse Childhood Experiences (ACE) Study links early life experiences to chronic disease outcomes across multiple health systems; e.g., diabetes, depression and heart disease. Public Health is increasing our understanding of implications for our own work, and are working with community partners to prevent and reduce ACEs while increasing resilience and mitigating the impacts related to ACEs.

The Community Foundation for Southwest Washington has provided funding to support a coordinator in Battle Ground to work under the direction of Public Health to facilitate ACEs education and awareness, cross-sector networking and resilience building to reduce the incidence of ACEs and to mitigate the impact of ACEs.
3. Scope of Project

Clark County Public Health intends to procure a professional consultant to assist in coordinating efforts to foster trusting relationships and communication channels between community partners who interact with kids and families, creating community-wide awareness, shared language, and understanding of ACEs, and to assist partners to adopt trauma-informed approaches and policies.
4. Project Funding

The anticipated cost for services described herein is up to \$5,000 through May 29, 2016, and an option to extend the contract resulting from this RFQ upon mutual written consent for (2) two consecutive (12) twelve month periods ending May 29, 2017 and May 29, 2018 with an additional \$5000 each term respectively, with the same terms and conditions, contingent on funding. The proposal shall include the true estimated cost to perform the work irrespective of the budgeted funds for this work. Hourly rate not to exceed \$65 per hour.
5. Timeline for Selection

The following dates are the intended timeline:

Final amended RFQ	1/18/16
Quotations due	1/20/16
Initial Screening	1/20/16
Quotation review and evaluation period	1/21/16 – 1/22/16
Selection committee recommendation	1/22/16
Apparent award notification	1/25/16
Contract negotiation/execution	1/25/16

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Coordinator for ACEs – Battle Ground

Section IB

Work Requirements

1. Required Services

The awarded contractor must be knowledgeable about the concepts of Adverse Childhood Experiences (ACEs) and childhood trauma, brain development, community resilience. Shall also be knowledgeable regarding current interventions underway to improve community resilience and address mental and behavioral health in Battle Ground. Shall also be familiar with organizations that serve children and families in Battle Ground, WA. The awarded contractor will complete the following tasks:

- Perform outreach within the Battle Ground community on behalf of CCPH and the Community Foundation of Southwest Washington to develop opportunities to promote ACEs training, awareness, and cross-sector collaboration with particular emphasis on connection with the Battle Ground School District, Battle Ground Police Department, Connect Battle Ground, Battle Ground business community and Battle Ground faith communities.
- Represent Battle Ground at regular meetings of the ACES Action Alliance.
- Collaborate with CCPH and members of the ACEs Action Alliance Education Team to develop a 1-hour (maximum) power point presentation on ACEs and childhood brain development and with other needs as requested by CCPH.
- Coordinate with CCPH program manager to meet training needs in Battle Ground by presenting content or coordinating presenters to meet specific audience needs. Assist with training event logistics and promotion.
- Collaborate with CCPH program manager to coordinate regular meetings of key stakeholders to discuss needs, progress, challenges, and opportunities.
- Collaborate with ACEs Action Alliance Trauma-informed Organizations Team to conduct pre-training TIO Evaluations with BG Community partners. Collect data and return to CCPH and TIO Team lead for evaluation purposes.
- Assist PH to plan/provide outreach via local media.
- Utilize CCPH Office Assistant for administrative needs related to this work (including typing, copying, routine outreach, minutes, etc.)
- Disseminate handouts, messaging and materials to Battle Ground stakeholders as requested.
- Apprise CCPH of challenges, barriers, opportunities, successes and key contacts related to this work.
- Contribute to bi-annual grant reports.

2. County Performed Work

Clark County Public Health will:

- Convene and and/or join stakeholder and community groups (with the goal of introducing ACEs to existing collaboratives)
- Evolve as a trusted partner
- Foster conversation around ACEs
- Share data and science
- Facilitate community-wide education
- Provide ongoing education and updated information
- Provide media outreach
- Provide agency-appropriate ACEs education

Request for Quotation # 4609

Coordinator for ACEs – Battle Ground

- Foster sustainable train-the-trainer approach
- Assist partners to evaluate policies, practices

3. Deliverables & Schedule
- A – Week of February 1, 2016 – Kick Off Meeting
B – Additional tasks listed in #1 above and due dates to be determined at kick off meeting and through ongoing direction from CCPH program manager.
4. Place of Performance
- Contract performance may take place in the County's facility, the Applicant's facility, a third party location or any combination thereof. Workshops and trainings will take place at the related venue.
5. Period of Performance
- The terms of an agreement awarded as a result of this RFQ will commence approximately February 1, 2016 and terminate on May 29, 2016. Clark County reserves the right to extend the contract resulting from this RFQ upon mutual written consent for (2) two consecutive (12) twelve month periods ending May 29, 2017 and May 29, 2018 respectively, with the same terms and conditions.
6. Insurance/Bond
- A. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its latest equivalent with minimum limits of \$1,000,000 per occurrence and in the aggregate for each one year policy period. This policy will renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case by case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- B. Professional Liability (aka Errors and Omissions)
The Proposer shall obtain, at Proposer's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence, with a maximum deductible of \$25,000. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.
- C. Proof of Insurance
Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30 day written notice by mail. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.
- All policies must have a Best's Rating of A-VII or better.

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Coordinator for ACEs – Battle Ground

Part II Quotation Preparation and Submittal

Section IIA

Pre-Submittal Information

1. Quotation Clarification Questions and Requests for Clarification regarding this Request for Quotation must be directed in writing, via email, mail to the person listed on the cover page. The deadline for submitting such questions/clarifications is January 18, 2016. An addendum will be issued no later than January 18, 2016 to all recorded contractors of the RFQ if a substantive clarification is in order.

The Questions & Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their quotation.

RFQ 4609 Battle Ground ACE Coordinator Consultant Questions and Responses PDF can be found under Procurement Solicitations at the following link:

<https://www.clark.wa.gov/public-health/procurement-solicitations>

Section IIB

Quotation Submission

1. Quotations Due Quotations may be emailed or mailed and must be received no later than the date, time and location specified on the cover of this document.

The outside of the envelope/package shall clearly identify:

1. RFQ Number and;
2. TITLE and;
3. Name and address of the proposer.

Responses received after submittal time will not be considered a responsive quotation.

2. Quotation All submittals will be evaluated on the completeness and quality of the content. Only those Proposers' providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

Additional support documents, such as sales brochures and company information should be included with the submission.

Section IIC

Quotation Content

1. Cover Sheet **Attachment A, *MUST* be used as the Cover Sheet for the quotation.**
2. Respondent's Capabilities Describe relevant work history, education and experience for the individual who will provide coordinator services. A resume should be included. Work relevant to this request should be highlighted.
3. Project Approach and Understanding Provide a brief summary (*need be no more than 500 words*) of applicant's understanding of ACEs, knowledge of Battle Ground community partners key to this work, and anticipated challenges and opportunities. Include a prioritized list of recommended activities for the next 18 months to link ACEs awareness and education into ongoing initiatives and/or to introduce this topic to community partners in Battle Ground.
4. Proposed Cost Confirm hourly rate.
Please note that capital equipment, rental car expenses, and telephone charges are excluded from allowable expenses unless prior approval is requested and provided. With appropriate documentation using CCPH-provided travel forms, Mileage will be reimbursed at the established

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Coordinator for ACEs – Battle Ground

government rate for travel in one direction to meetings and training events specific to the work this contract.

5. References

List three references, include name, title, organization, relationship to applicant contact information (telephone and email address)

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Coordinator for ACEs – Battle Ground

Part III Quotation Evaluation & Contract Award

Section IIIA Quotation Review and Selection

1. Evaluation and Selection: Quotations received in response to this RFQ will be evaluated by a Review Committee. Committee review results and recommendations may be presented to an appropriate advisory board prior to Clark County Manager.
2. Evaluation Criteria Scoring Clark County reserves the right to modify this schedule at the County's discretion. Proper notification of changes to the due date will be made to all contractors listed on the plan holder's list.

Initial Screening will be completed by at least one member of the Grants and Contracts team and include:

- 1) Was the application received on time?
- 2) A screening for eligibility, which includes a search for debarment at the System for Award Management.
- 3) Program Manager completes initial screening to determine if the proposal is complete, obtains the correct format (if specified in RFQ), and whether or not it meets all other specifications laid out in the RFQ.

You will be notified by e-mail if your application does not pass this initial screening process, prior to the review committee receiving applications.

Each quotation received in response to the RFQ will be objectively evaluated and rated according to a specified point system.

A one hundred (100) point system will be used, weighted against the following criteria:

Quotation approach/quality and thoroughness	10
Respondent's qualifications and experience	20
Demonstrated understanding of ACEs and challenges in Battle Ground community	20
Established relationships in BG community relevant to this work	20
Creativity and rationale for suggested activities	10
Cost	10
References	10
Total Points	100

Section IIIB Contract Award

1. Consultant Selection Responsive quotes that meet all of the requirements specified will be evaluated by a committee and scored according to the criteria in Section IIIA.

Contract negotiations shall commence with the highest scoring Quotation. Should the County not reach a favorable agreement with the highest scoring Quotation, the County shall terminate negotiations and may commence negotiations with the second highest scoring Quotation and so on until a favorable agreement is reached.

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Coordinator for ACEs – Battle Ground

2. Contract
Development

The quotation and all supporting documentation provided by the successful Vendor shall be incorporated as an Exhibit in any contract resulting from this RFQ.

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Coordinator for ACEs – Battle Ground

Attachment A

COVER SHEET

General Information:

Legal Name of Applicant/Company/Agency _____

Street Address _____ City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ Fax _____

Program Location (if different than above) _____ Email address _____

Tax Identification Number _____

ADDENDUM:

Proposer shall insert number of each Addendum received. If no addendum received, please mark
"NONE".

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____.

NOTE: Failure to acknowledge receipt of Addendum may render the quotation non-responsive.

- Does the quotation comply with the requirements contained within the RFQ?
A "No" response may disqualify the quotation from further consideration.

☐ Yes ☐ No

- Did outside individuals or agencies assist with preparation of this quotation?

☐ Yes ☐ No (if yes, describe.)**

Total Funds Requested Under this Quotation \$ _____

I certify that to the best of my knowledge the information contained in this quotation is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Board of Commissioners.

Signature

Date

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Coordinator for ACEs – Battle Ground

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Coordinator for ACEs – Battle Ground

Attachment A

COVER SHEET

General Information:

Legal Name of Applicant/Company/Agency Connect BG, Inc.
Street Address 203 NW 132 St City Battle Ground State WA Zip 98604
Contact Person Curtis Miller Title Executive Director
Phone (360) 798-9989 Fax _____
Program Location (if different than above) _____ Email address curtis@connectbg.org
Tax Identification Number 46-4709694

ADDENDUM:

Proposer shall insert number of each Addendum received. If no addendum received, please mark "NONE".

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

NOTE: Failure to acknowledge receipt of Addendum may render the quotation non-responsive.

- Does the quotation comply with the requirements contained within the RFQ?
A "No" response may disqualify the quotation from further consideration.

☒ Yes ☐ No

- Did outside individuals or agencies assist with preparation of this quotation?

☐ Yes ☒ No (if yes, describe.)**

Total Funds Requested Under this Quotation \$ 5000.00

I certify that to the best of my knowledge the information contained in this quotation is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Board of Commissioners.

Signature

Date

Jan 18, 2016

Request for Quotation # 4609

Coordinator for ACEs – Battle Ground

RFQ # 4609

Coordinator for ACEs - Battle Ground
Curtis Miller - Executive Director, Connect BG, Inc.
203 NW13th Street, Battle Ground,
WA. 98604 (360) 798-9989
curtis@connectbg.org

Respondent Capabilities

I earned a bachelor's degree from Multnomah University in Portland, OR.

From 1993 to 2008, I built and managed a Clark County based construction company with up to 20 employees. During that time I served on the Builders Industry Association Board and the National Frame Builders Association Board.

From 1986 until present, I have worked with and mentored youth and led youth oriented organizations. I interned as a youth pastor at Crossroads Community Church and served as a youth pastor at the Church of Living Water in Olympia, WA. I also participated in launching and growing Summit View Church; serving in multiple leadership roles including youth work, pastoral leadership and 10 years as a board member.

My career as a non-profit executive director has focused on building and coordinating connections within community for the sake of purposeful collaboration. For the last four years the collaborative effort I've led in the Battle Ground School District area focuses on the needs of youth who experience the impact of Adverse Childhood Experiences. My work has been instrumental in creating a collective impact coalition of over 130 partnered organizations in six community sectors (health, education, art, faith, business and government).

Understanding of ACEs

I am fascinated with and knowledgeable of both the development of our scientific understanding of

ACEs and the implementation of appropriate responses. I have done significant research on the

specific subject matter as well as related subjects and undertaken a lead role in bringing the knowledge to our community. This subject matter has been a passionate pursuit for all of my adult life. I recently wrote two articles on the subject that were published in the Battle Ground

Buzz: <http://battlegroundbuzz.com/2016/biological-behavior/>

<http://battlegroundbuzz.com/2016/the-meaning-of-a-mother-rat/>

Community Connections

I recently finished a term as a planning commissioner for the City of Battle Ground. I currently serve as a board member for the Chamber of Commerce, a representative on the School District's Facility Improvement Team, a member of the BGHS Counseling Advisory team, a member of the Prevent Together steering committee, a lead on the core team for the Project AWARE grant, a Youth Mental Health First Aid instructor and the publisher of the Battle Ground Buzz. This role in particular in conjunction with my position as a partner of a local coffee shop afforded me the opportunity to meet, talk and develop relationships with many leadership personalities in Battle Ground.

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Coordinator for ACEs – Battle Ground

In addition, I work closely with school district and building administration and multiple youth serving organizations such as Teach One to Lead One, Lewis River and Battle Ground Rotary, Rocksolid Teen

Center, 4 Results Mentoring and multiple Battle Ground Churches. I have well developed relationships with both leadership and constituency in most cases. There are many organizations that are not directly serving youth but influence community culture in significant ways. I have developed significant connections with many of these as well; Mill Creek Pub, City staff and council, Parks and Rec, Old Town Battle Grounds, Uncle D's, Burgerville, Northwood and many more. Nearly every one of the over 130 organizations connected to the Connect Battle Ground coalition has come to be in partnership as a result of my invitation.

Challenges

- There is a stereotypical negative perspective of youth in our community shared by un-involved citizens. They are seen as a problem rather than an opportunity. This perspective limits the felt responsibility of the adult population to invest properly in our younger generation.
- Key leadership in Battle Ground (City Council, Chamber and School Board) is not well trusted by the community due to past breaches of trust. While they are rebuilding in all cases, this is still a challenge to overcome.
- We do not have a youth involved city council.
- The cultural shift we seek will require broad acceptance of shared responsibility among both organizations and individuals. This will be a challenge since the more familiar operating approach comes from a long history of working in competitive or at least separate silos.
- Currently, we do not have many connections with the medical community in our area to engage ACEs training with.
- It is only recently that mental health service providers have begun to reach out to the Battle Ground Community.
- Our youth homeless population is higher than average - currently 242
- Our domestic violence with injury rate is 3.3 per 1000 compared to 0.8 per 1000 in Clark County as a whole.
- Our suicide rate is approximately 20 percent higher than the Washington state average
- There is no youth gathering location, no available youth activities in the community. Our after school programs are limited and our Community ED program is not well attended with the exception of soccer and basketball.

Opportunities

- The issues listed above have created a sense of urgency and motivation in the community.
- The Connect Battle Ground Coalition has developed a cohesive strategy that includes the implementation of ACEs awareness and education.

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Coordinator for ACEs – Battle Ground

- There are multiple initiatives in Battle Ground with excellent leadership, solid funding and support from the community. Among them are Project AWARE, Prevent Together and the ACEs Action Alliance.
- The Chamber of Commerce in Battle Ground has officially accepted the role of leading the business community in creating a healthier environment for youth. Their efforts are cooperative with Connect Battle Ground's strategy.
- Our faith community is unified. Pastors meet together regularly and enjoy healthy personal relationships. They host shared events that are a benefit to the community.
- We have a vibrant and well connected non-profit sector.
- The leadership of our schools and school district has been successful at identifying and promoting shared best practices.
- Our schools work in beneficial partnership with Connect BG on many different initiatives such as Watch DOGS, Teach One to Lead One, UTC, PBIS, Leader in Me and more.
- Our local Clark County Youth Football and Battle Ground Little League are vibrant and engaged - providing great opportunity for ACEs influenced interaction with a high number of young kids.
- We have already identified six different organizations who are ready to become trauma informed and develop an implementation plan (Captain Strong Elementary, Mill Creek Pub, Battle Ground Free Health Care Clinic, Battle Ground Police Department,

Recommended Activities

- Identify organizations currently interacting with ACEs target constituency and open or strengthen communication channels to develop relationally connected collaborative.
- Work with existing ACEs Action Alliance teams to secure common messaging, education, marketing and strategic approaches.
- Secure formal alignment with leadership of School District's Project AWARE grant and Prevent Together.
- Align with CCPH current efforts toward an ACEs awareness campaign in Battle Ground and expand partnership with Connect BG organizations and others.
- Identify key organizational leaders for partnership in building trauma informed organizations in church, business, government, educational and health sectors
- Host / promote the Connect to ACEs / Brain Development Workshop with Dr. Jody McVitte.
- Develop sector specific ACE's training and implementation curriculum to be offered in workshops or layered into existing training opportunities.
- Develop an ACEs orientation curriculum to apply in trainings when a full ACEs training is not practical but some awareness will be helpful.
- Develop curriculum for youth engaged adults for the Connect BG Caring Adult Network (CAN).

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Coordinator for ACEs – Battle Ground

Proposed Cost

\$50.00 per hour for 100 hours February 1 - May 29, 2016

References

Kevin Hiebert - Resonate Consulting

Friend and consultant

(360) 904-5150, kevin@resonatenw.com

Sean Chavez - Communications Manager, Battle Ground School District

Connect BG Executive Team, Friend and co-conspirator for the good of Battle Ground youth

(360) 518-9323, chavez.sean@battlegroundps.org

Bob Richardson, Chief of Police and Interim City Manager, City of

Battle Ground Connect BG partner, serve on Prevent Together

Steering Committee together (360) 342-5100,

bob.richardson@cityofbg.org

Request for Quotation # 4609

Coordinator for ACEs – Battle Ground

Curtis Miller
(360) 798-9989
curtis@connectbg.org

PROFILE

I am a collaborative instigator with a drive to bring generations together to restore healthy, vibrant culture where every person is an integral part of their community.

EXPERIENCE

Executive Director, Connect BG, Inc.; Battle Ground, WA. January 2013 - present

Connect BG is a coalition of over 130 organizations in six sectors with a vision for a community of caring adults and kids in partnership to transform lives by connecting Battle Ground.

Publisher, Battle Ground Buzz; Battle Ground, WA. October 2012 - present

The Buzz is a hyper-local website, blog and social media effort focused on promoting positive connections in the Battle Ground community.

Partner, Go Connect; Vancouver, WA. 2009 - present

Go Connect is a non-profit organization that facilitates volunteer involvement in the community. It is focused on connecting volunteers with practical projects such as home repair and yard work. My role is to coordinate projects and train coordinators.

Partner, Front Porch Solutions; Vancouver, WA. 2009 - 2013

Front Porch Solutions was a consulting group serving home owners and non-profits who preferred to do their own contracting so as to maintain control and reduce costs. We worked with clients to plan, draft, budget, engineer, permit, contract and oversee their projects.

President, PCR Contracting, Inc.; Battle Ground, WA. 1993 - 2008

PCR Contracting was a full service residential contracting company. I operated as its owner and president. My duties included hands on operations of all tools and equipment, training in all aspects and overall development and direction.

EDUCATION

Bachelor of Science - Multnomah University

SKILLS

I am a craftsman sharing life in the mediums of relationships, words, community, leadership and learning. I am an articulate writer, an engaging public speaker, an effective educator, a generous team member, a natural network builder, a sincere listener to and teller of stories and an enthusiastic and effective marketer for anything I believe firmly in. I am able to work collaboratively on a vision while creating practical momentum. I make fabulous coffee.

My capacity arises from a passion for life, community and restorative truth.