Professional Services Agreement
Clark County Contract HDC.873

THIS AGREEMENT entered this 15st day of November 2016, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Incident Knowledge Resource Consulting, after this called "Contractor."

W I T N E S S E T H

WHEREAS, County is in receipt of federal funding for professional services; AND

WHEREAS, County conducted an informal solicitation process, RFQ 4670 and selected the Contractor to design, conduct, and evaluate mass casualty tabletop exercises; AND

WHEREAS, Contractor has the expertise to provide services; NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Subaward Identification. Federal regulations require contractor agreements be clearly identified as such in the agreement and data elements that identify the agreement as an award containing federal funds. The required data elements for this agreement is attached hereto and incorporated herein in Exhibit "C".

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 November 15, 2016, through June 28, 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 Section 4. of the Statement of Work attached hereto and incorporated herein as Exhibit "A".

Total contract may not exceed $24,000.00 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. 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. Financial Management System

A. The grantee shall be responsible for maintaining an adequate financial management system and will immediately notify County when the grantee cannot comply with the requirements established in this section of the grant.

B. The grantee's financial management system shall provide for:

1) Financial Reporting: Accurate, current and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial report requirements of the grant;

2) Accounting Records: Records that adequately identify the source and application of funds for County-supported activities. These records must contain information pertaining to grant awards and authorizations, obligation, unobligated balances, assets, liabilities, outlays, or expenditures and income.

3) Internal Control: Effective internal and accounting controls overall funds property and other assets. The grantee shall adequately safeguard all such asses and assure that they are used solely for authorized purposes;

4) Budget Control: Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by County.

5) Allowable Cost: Procedures for determining reasonableness, allowability and allocability of costs generally consistent with the provision of federal and state requirements.

6) Source Documentation: Accounting records that are supported by source documentation; and

7) Cash Management: Procedures to minimize the time elapsing between the advance of funds from County and the disbursement by grantee, whenever funds are advanced by County.

9. Contract Closeout

A. The following definitions shall apply for the purpose of this section:

1) Contract Closeout – The closeout of a contract is the process by which the grantor determines that all applicable administrative actions and all required work of the contract have been completed by the contractor/grantee.

2) Date of Completion – the date by which all activities under the contract are completed, or the expiration date in the grant award document, or any supplement or amendment thereto.

B. The contractor/grantee shall submit a closeout package per the terms of the agreement, unless otherwise extended by the grantor, after complete of the contract period or termination of the contract. Closeout forms will be supplies by the grantor.

C. The contractor/grantee will together with the submission of the closeout package, refund to the grantor any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by the grantor to be retained.

D. Within the limits of the contract amount, the grantor may make a settlement for any upward or downward adjustments of costs after the final reports are received.

E. The contractor/grantee is responsible for those costs found to be disallowed, including those of any contractor or subcontractor paid from funds under the grant or contract, and the grantor retains the right to recover any appropriated amount after fully considering the recommendations on disallowed costs resulting from the final audit, even

if a final audit has not been performed prior to the closeout of the contract.

F. The contractor/grantee shall account for any property received from the grantor or acquired with funds under this grant, including any property received or acquired by a contractor or subcontractor under this grant.

10. 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.

11. 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.

12. 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.

13. Contract Documents: Contract documents consist of this agreement, Exhibit "A", Statement of Work, Exhibit "B", Federal Grant Data Information, Exhibit "C", Certifications & Assurances, and Exhibit "D", ADA Assurance of Compliance and ADA Self-Questionnaire. 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.

14. 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.

15. 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.

16. 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.

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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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 and medical malpractice insurance to protect against legal liability arising out of Contract activity. Such insurance shall provide a minimum of $1,000,000 per occurrence and $2,000,000 annual aggregate limit, with a maximum deductible of $5,000.

24. Certifications and Assurances. INCIDENT KNOWLEDGE RESOURCES shall assure services are provided in compliance with the certifications and assurances outlined in Certifications and Assurances attached hereto and incorporated herein as Exhibit C.

IN WITNESS THEREOF, County and the Contractor have executed this agreement on the date first above written.

Approved:
INCIDENT KNOWLEDGE RESOURCES

John Reid
President

Approved:
CLARK COUNTY

Mark McCauley
County Manager

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK
Prosecuting Attorney

Jane Vetto, Senior Prosecuting Attorney

Exhibit A
Statement of Work

1. Program Description.Clark County Public Health (CCPH) acting on behalf of the Region IV Healthcare Coalition (RIV HCC), seeks proposals from individuals, firms, teams or consultants with demonstrated experience in designing, conducting and evaluating multi-discipline, multi-agency Multi-Casualty Incident (MCI) tabletop exercises. .

2. Services to be provided.

Task	Task Description / Outcome	Date Complete
1.	Work with CCPH to formulate a project work plan	November 30, 2016
2.	Provide facilitated discussion that leads participants to: a. Discuss the notification and activation protocols for implementing Region IV Multi-Casualty Incident (MCI) response b. Discuss the protocols for requesting and receiving regional mutual aid across healthcare facilities. c. Discuss the protocols for developing and maintaining situational awareness. d. Establish system to track, triage and treat patients through the health care systems.	June 20, 2016
3.	Develop and provide all participant manuals,	April 30, 2017

	hand-outs, and other exercise materials, to include a brief player manual or SITMAN.	
4.	Coordinate with the PHEPR Program Manager and/or designee during the development of the exercise and for final approval of exercise materials.	June 20, 2017
5.	Develop and provide HSEEP compliant After-Action-Report with recommendations for Improvement Plan.	June 20, 2017
6.	Develop and provide the PHEPR Program Representative an exercise description flyer to be used for marketing.	March 30, 2017
7.	Secure a training facility location within Clark County.	March 30 2017
8.	Provide all AV equipment, participant nutrition and hydration, registration and facility logistics for the day of the training.	June 20, 2017
9.	Provide certificates of completion to participants.	June 20, 2017
10.	Provide all rosters and sign in sheets to the PHEPR Program Representative at the end of the training.	June 201, 2017

12.	Schedule and facilitate all planning conferences throughout the project.	June 20, 2017

3. Deliverables / Reports.

Deliverable	Due Date
Submit monthly invoice for services provided.	10th of the following month
Submit After-Action –Report	June 20, 2017

4. Compensation.

Activity	Projected cost
Initial planning meeting and project timeline approval	$175 x 5 hours = $875
Basecamp Project Invitations	N/A
Review Region IV Multi-Casualty Incident Plan	$175 x 8 hours = $1,400
Concepts and Objectives/Initial Planning Meeting	$175 x 10 hours = $1,750
Midterm Planning Meeting/Master Scenario Events List (MSEL) Meeting	$175 x 20 hours = $3.500
Final Planning Meeting	$175 x 20 hours = $3,500
Exercise Collateral Development (SITMAN, Handouts, Master Scenario Events List, etc.)	$175 x 25 hours = $4,375
TableTop Exercise *(to include hotwash)*	$175 x 8 hours = $1,400
After-Action-Report *(Draft/Final)*	$175 x 25 hours = $4,375

Exhibit B
Federal Grant ID Information

1. Federal Award Identification Number (FAIN):
   75-0140-0-1-551

2. Federal Award Date:
   July 1, 2016

3. Subrecipient Name:
   Clark County

4. Subaward Period of Performance Start and End Dates:
   July 1, 2016 – June 28, 2017

5. Amount of Federal Funds Obligated to the subrecipient:
   $122,003

6. Recipient Name: Washington State Deparment of Health

7. Total Amount of the Federal Award: **$TBD**

8. Federal award project description, required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):
   TBD.

9. Name of Federal awarding agency, pass-through entity, and contact information for awarding official:
   TBD

10. CFDA Number and Name:
    93.389

11. Indirect Cost Rate: 30.3%

Exhibit C
CERTIFICATIONS AND ASSURANCES

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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 quotation.

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 positions 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 of the 19 statutes or regulations specified in Appendix A of 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 in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which quotation for Federal assistance is being made; and, U) the requirements of any other nondiscrimination statute(s) which may apply to the quotation.

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 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 fund.

9. Will comply, as applicable, with the provisions of the Davis Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 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; (e) 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.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 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).

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Actof1966, 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.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

[signature]	President
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
IKR Consulting, Inc.	12/02/16
CONTRACTOR ORGANIZATION	DATE SUBMITTED

Standard Form 4248 (Rev. 7-97) Prescribed by OMB Circular A-1

Exhibit C
CERTIFICATIONS AND ASSURANCES

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 recipient s 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
John Rill	President
APPLICANT ORGANIZATION	**DATE SUBMITTED**
IFR Consulting, Inc.	12/02/16