

Professional Services Contract
Clark County Contract HDC.993

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

WITNESSETH

WHEREAS, the contractor has been chosen through an informal solicitation, RFQ 4696, is an Infant Mental Health Specialist (IMHS) and has the expertise to provide infant mental health consultation services for Public Health Nurses in the Nurse Family Partnership program; AND

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

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

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

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

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

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

through June 30, 2018. The contract may be extended upon the mutual written consent of both parties for two (2) one (1) year periods.

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

A. Fees paid Contractor shall be \$80.00 per hour.

B. Mileage at the current federal rate.

C. Total compensation shall not exceed \$3,200.00 without the mutual written consent of both parties.

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

5. Termination. The County may terminate this contract immediately upon any breach by Contractor in the duties of Contractor as set forth in contract. The waiver by the County of one or more breach shall not be held or construed as a waiver of any subsequent breach or breaches. Further, County may terminate this contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.

6. Independent Contractor. The Contractor shall always be an independent contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

7. Indemnification / Hold Harmless. The Contractor does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the County.

8. Wage and Hour Compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its

employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

9. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is not or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this agreement and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

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

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

12. Changes: County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be incorporated in the written amendments to the agreement.

13. Public Records Act: Notwithstanding the provisions of this Agreement, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer.

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

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

16. Debarment or Exclusion. The Contractor shall not employ any person nor contract with any person or entity that is excluded from participation in federally funded (in whole or in part) agreements, in accordance with 42 CFR Part 76 or who are debarred, suspended, declared ineligible or voluntarily excluded. The Contractor and

any subcontractors must comply with federal law and must not knowingly have a director, officer, partner or person with a beneficial ownership of the Contractor's equity, or an employee, contract or consultant who is significant or material to the provision of services under this contract, who has been or is affiliated with someone who has been, debarred, suspended or otherwise excluded by any federal agency. The Contractor shall maintain evidence of compliance in personnel files or with subcontractor's documents. The Contractor shall certify compliance with this provision to the County prior to the term of this agreement, including certification of compliance of any other parties listed above with a beneficial ownership or a party significant to the provision of services under this agreement. The Contractor shall provide the full names of these parties to the County along with certification of compliance prior to the start of this contract.

17. Anti-Terrorism Sanctions. In accepting these funds, Contractor confirms that its organization complies with all US anti-terrorism laws and regulations, including Executive Order 13224 and the Global Terrorism Sanctions regulations set forth in 31 CFR Part 594.

18. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. This Contract further covenant that in the performance of this agreement, no person having such interest shall be employed.

19. Consent and Understanding. This agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any

understandings, agreement, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

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

21. Insurance. The Contractor shall provide to Clark County prior to the term of this Agreement, current certificates of insurance which will be in the form of an ACORD Certificate(s), and shall assure that Clark County is listed as an additional insured, and shall include; commercial general liability insurance in the amount of \$1,000,000.

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

Veloni Consulting

CLARK COUNTY

DocuSigned by:
Gina Veloni
0F2BB24B9A9947B... 9/27/2017
Gina Veloni PhD, MN, RN

DocuSigned by:
Jim Rumpeltes
49F241AD5AAF452... 9/27/2017
Jim Rumpeltes
Interim County Manager

APPROVED AS TO FORM ONLY
ANTHONY F GOLIK
PROSECUTING ATTORNEY

DocuSigned by:
Amanda Migchelbrink
F6B2CB11526542F... 9/26/2017
Amanda Migchelbrink, Deputy Prosecuting Attorney

Exhibit A

Business Associate Agreement Between Veloni Consulting Dept Clark County Department of Public Health

This Business Associate Agreement, dated as of September 1, 2017 (the “Agreement”), is entered into between Clark County Department of Public Health (the “Covered Entity”) and Veloni Consulting (the “Business Associate”).

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 is 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 Public Health Grants and Contracts PO Box 9825 Vancouver, WA 98666-8825
-----------------------	---

If to Business Associate:	Veloni Consulting 6122 66th Dr Se Snohomish, WA 98290
---------------------------	---

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 B Statement of Work

I. Background

The Infant Mental Health Specialist (IMHS) for the Nurse-Family Partnership (NFP) nurse home visitors serving Clark and Cowlitz Counties, as well as the Clark Children with Special Health Care Needs (CSHCN) nurse home visitor, will support quality program implementation and nurse/supervisor development, retention, and stress reduction. Clients with multiple risk factors including trauma history/high Adverse Childhood Experiences (ACEs) scores, living in unstable families or apart from family, and/or perinatal mood disorders, are at increased risk for impaired attachment relationships with their infant. Supporting these relationships through infant mental health-focused consulting with nurses supports the NFP (and CSHCN) program goal of: Improving Child Health and Development by Helping Parents Provide Sensitive and Competent Caregiving.

II. Scope of Work

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

- A. Provide completed Clark County Applicant Disclosure and Authorization for Background Inquiry, Exhibit "F", prior to visits with clients.
- B. Sign the Confidentiality and Information Security Agreement for Non-Employees, Exhibit "G" form prior to participating in case conferencing or meeting clients.

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

III. Cost Outline

- A. Payment is at the mutually agreed upon rate of \$80.00 per hour. The consultant will send Clark County Public Health an invoice before the end of the last business day of each month. Payment will cover the following:
1. One time/month team meeting of two (2) hours, including prep time.
 2. One-on-one consultation, by phone or in-person, with nurse home visitor on an as-needed basis.
 3. Occasional home visit with nurse, including travel time to and from the CFCH, and mileage reimbursement if takes own car, at the current federal rate.

Exhibit C
Federal Grant ID Information

1. Federal Awarding Agency and FAIN:
Health and Human Services / 16X10MC29510

2. Federal Award Date:
July 1, 2017

3. Subrecipient name:
Department of Early Learning (DEL)
Clark County Public Health (CCPH)

4. Total Amount of the Federal Award:
Up to \$1,300,000 per year

5. Amount of Federal Funds Obligated to the subrecipient:
Washington State Department of Early Learning: \$3,957,620
Clark County Public Health: \$377,584.57

6. Federal award project description, required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):
Maternal, Infant and Early Childhood Home Visiting Grant Program
Development and retention of a trained, highly skilled home visiting workforce

7. Name of Federal awarding agency, pass-through entity, and contact information for awarding official:
Washington State Department of Early Learning (DEL).

8. CFDA Number and Name:
93.870 / Maternal, Infant and Early Childhood Home Visiting Program - Formula

**Exhibit D
CERTIFICATIONS**

1) CERTIFICATION REGARDING DRUG-FREE WORK-PLACE REQUIREMENTS

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

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

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

2) CERTIFICATION REGARDING LOBBYING

Title 31, United State Code, Section 1352, entitled “Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions, “ generally prohibits 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
	RS & IMH Consultant
APPLICANT ORGANIZATION	DATE SUBMITTED
veloni consulting	9/27/2017

Exhibit E

Assurances – Non-Construction Programs

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this proposal.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S. C. >>4728-4763) relating to prescribed standards for merit systems for programs funded under one OPM's Standards for a Merit System of Personnel Administration (5 C.F.R.900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to : (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. □□ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. >794), which prohibits discrimination on the basis of handicaps; (d) the age Discrimination Act of 1975, as amended (42 U.S.C. >>6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) >>523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. >>290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. >3601 et seq.), as amended, relating to nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. □□1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. >>2726c amd18 U.S.C. >>874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. >>327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which

requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

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

CONTRACTOR SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE RS & IMH Consultant
Please also print or type name Gina veloni	
ORGANIZATION NAME (if applicable) veloni Consulting	DATE 9/27/2017

Exhibit F

CONFIDENTIAL



Applicant Disclosure and Authorization for Background Inquiry

IMPORTANT APPLICANT INFORMATION

PLEASE TYPE OR PRINT

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

Alias/Maiden Name _____

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

Date of Birth _____ Sex _____ Race _____

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

County Department _____

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

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

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

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

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

Applicant Disclosure and Authorization for Background Inquiry (con't...)

Please answer *Yes* or *No* to each item below. If you answer Yes to any item, explain in the area provided or attach additional sheets indicating the charge or finding, date, court(s), and state involved.

1. Have you ever been convicted of any crimes against children or other persons as follows:

Aggravated Murder; First or Second Degree Murder; First or Second Degree Kidnapping; First, Second, or Third Degree Assault; First, Second, or Third Degree Assault of a Child; First, Second, or Third Degree Rape; First, Second, or Third Degree Rape of a Child; First or Second Degree Robbery; First Degree Arson; First Degree Burglary; First or Second Degree Manslaughter; First or Second Degree Extortion; Indecent Liberties; Incest; Vehicular Homicide; First Degree Promoting Prostitution; Communication With a Minor; Unlawful Imprisonment; Simple Assault; Sexual Exploitation of Minors; First or Second Degree Criminal Mistreatment; Child Abuse or Neglect as defined in RCW 26.44.020; First or Second Degree Custodial Interference; Malicious Harassment; First, Second, or Third Degree Child Molestation; First or Second Degree Sexual Misconduct With a Minor; First or Second Degree Rape of a Child; Patronizing a Juvenile Prostitute; Child Abandonment; Promoting Pornography; Selling or Distributing Erotic Material to a Minor; Custodial Assault; Violation of Child Abuse Restraining Order; Child Buying or Selling; Prostitution; Felony Indecent Exposure; Criminal Abandonment; or any of these crimes as they may be renamed in the future

No _____ Yes _____ If Yes, explain _____

2. Have you ever been convicted of crimes related to financial exploitation (First, Second, or Third Degree Extortion; First, Second, or Third Degree Theft; First or Second Degree Robbery; Forgery) where the victim was a vulnerable adult?

No _____ Yes _____ If Yes, explain _____

3. Have you been convicted of crimes related to drugs (manufacture, delivery, or possession with intent to manufacture or deliver a controlled substance)?

No _____ Yes _____ If Yes, explain _____

4. Have you ever been found in any dependency action under RCW 13.34.030 to have sexually assaulted or exploited any minor, or to have physically abused any minor?

No _____ Yes _____ If Yes, explain _____

5. Have you ever been found in any disciplinary board final decision to have sexually or physically abused or exploited any minor or developmentally disabled person or to have abused or financially exploited any vulnerable adult?

No _____ Yes _____ If Yes, explain _____

6. Have you ever been found by a court in a protection proceeding under RCW 74.34 to have abused or financially exploited a vulnerable adult?

No _____ Yes _____ If Yes, explain _____

Have you been a Washington state resident for the three year period prior to this application?

Yes No

If you have lived in Washington state less than three years immediately prior to your application to have unsupervised access to children or to individuals with a developmental disability, you are required to be fingerprinted for a background check with the Washington State Patrol and the Federal Bureau of Investigation, and this must be repeated every three years.

I swear, under penalty of perjury that the above information is correct:

Applicant Signature: _____ Date: _____

Exhibit G

STATEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

Clark County Public Health

And

Veloni Consulting

I. Recitals

1.1 Pursuant to Department of Early Learning (the "DEL") Contract Number 18-1046, with Clark County DBA Clark County Public Health (the "Contractor") has agreed to provide high quality home visiting services to high risk families using the Nurse Family Partnership (NFP) program model for purposes of improving outcomes for participants and strengthening coordination of services.

1.2 During the course of providing such services the Contractor and its employees, agents, and subcontractors will have access to confidential or personal information owned by the DEL relating to DEL 18-1046 which may be protected from disclosure under the Public Records Act (chapter 42.56 RCW), the Freedom of Information Act (5 U.S.C. 522), or other state or federal statutes.

II. Definition of Confidential or Personal Information

2.1 "Confidential Information" or "Data" means information that may be exempt from disclosure under either chapter 42.56 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, personal information, agency source code or object code, and agency security data.

2.2 "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure under either chapter 42.56 RCW or other state and federal statutes.

III. Terms of Agreement

3.1 As an employee, agent, or subcontractor of the Contractor I have access to information or data described and contained in Department of Early Learning (the "DEL") Contract Number 18-1046. This information may be confidential information or data, and I understand that I am responsible for maintaining this confidentiality. I understand that the information may only be used for the purposes of the work described in DEL Contract Number 18-1046.

3.2 I understand that before I am allowed access to information and data that is described and/or contained in DEL Contract Number 18-1046, I must sign and agree to the following:

(A) I have been informed and understand that information provided under DEL Contract Number 18-1046 may be confidential information or data and may not be disclosed to unauthorized persons. I agree not to divulge, transfer, sell, or otherwise make known to unauthorized persons any information described or contained in DEL Contract Number 18-1046.

(B) I also understand that I am not to access or use the information that is provided under DEL Contract Number 18-1046 for my own personal information, but only to the extent necessary and for the purpose of performing my assigned duties as an employee of the Contractor under this Agreement. I understand that a breach of this confidentiality will be grounds for disciplinary action which may also include termination of my employment and other legal action.

(C) I agree to abide by all Federal and state laws and regulations regarding confidentiality and disclosure of the information in DEL Contract Number 18-1046.

By signing this Agreement, the undersigned agree to this Agreement being effective as of the last signing date noted below.

Subrecipient Name:

Clark County DBA Clark County Public Health

Sub-Contractor Name:

Veloni Consulting

DocuSigned by:
Gina Veloni
0F2BB24B9A9947B...

Signature: _____

Print Full Name: Gina Veloni

Job Title: Gina Marie Veloni

Date: 9/27/2017