

Professional Services Contract
Contract Agreement No. 815

THIS AGREEMENT, entered into this 5th day of May 2016, by and between **CLARK COUNTY**, after this called "County," a municipal corporation of the State of Washington, and **Way-Enough Decision Coaching**, after this called "Contractor."

W I T N E S S E T H

WHEREAS, County is working with community partners to protect and improve the health of all people by addressing the physical, environmental, social, and emotional factors that contribute to acute and chronic disease;

WHEREAS, the landmark Adverse Childhood Experiences (ACE) Study links early life experiences to poor health outcomes, including increased predisposition to tobacco and substance use and addiction. Use of these substances also impacts brain development, resulting in higher rates of mental and physical health problems, disease, suicide and early death;

WHEREAS, County requires a consultant to work with County to develop training material to educate youth and adults on the interrelation between ACEs, drug, e-cigarette and tobacco use, and brain development and predisposition to addiction and alcoholism;

WHEREAS, Contractor has the expertise and capacity to provide said services and responded to informal solicitation, Request for Application #4610, NOW
THEREFORE;

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

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

2. Time. The contract shall be deemed effective beginning May 16, 2016 and shall continue through June 30, 2016. Contingent on funding and at County's discretion, the Contractor may have the option to extend this agreement to June 30, 2017, to provide the training developed to audiences during the period of July 1, 2016 to June 30, 2017. This agreement may be extended further upon the mutual written consent of both parties for up to two additional two (2) twelve (12) month periods.

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

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

B. Mileage will be paid to Contractor for miles one way to training sites (not for curriculum development or meetings) and will be paid at the current IRS reimbursement rate.

C. Total compensation shall not exceed \$11,000.00 without the mutual written consent of both parties.

D. Contingent on funding and at the discretion of the County, the Contractor may have the option to extend the contract for an additional \$5,000. If option is

exercised, Contractor will provide training, using the material developed here, to conduct trainings during the period of July 1, 2016 to June 30, 2017.

4. Intellectual Property. Any materials County produces shall be owned by County. County will be considered the author of such materials.

To the extent materials being produced in connection with this agreement are found to be "works made for hire," the Contractor hereby irrevocably assigns all right, title and interest in such materials, including intellectual property rights, to County effective from the moment of creation. The Contractor shall not use any materials produced for County in connection with this agreement without obtaining County's prior written consent.

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 Clause. 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.

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 and Exhibit "A", Statement of Work. Where provisions of the contract and provisions of the Statement of Work 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, sex, age, handicap, 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 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 County by providing a copy of the request to the Clark County Public Records Office.

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. With respect to all information relating to the County that is confidential and clearly so designated, Contractor agrees to keep such information confidential and comply with all HIPAA requirements.

16. Debarment or Exclusion. The Contractor shall not employ any person nor contract with any person or entity that is excluded from participation in federally funded (in whole or in part) agreements, in accordance with 42 CFR Part 76 or who are debarred, suspended, declared ineligible or voluntarily excluded. The Contractor and any subcontractors must comply with federal law and must not knowingly have a director, officer, partner or person with a beneficial ownership of the Contractor's equity, or an employee, contract or consultant who is significant or material to the provision of services under this contract, who has been or is affiliated with someone who has been, debarred, suspended or otherwise excluded by any federal agency. The Contractor shall maintain evidence of compliance in personnel files or with subcontractor's documents. The Contractor shall certify compliance with this provision to the County prior to the term of this agreement, including certification of compliance of any other parties listed above with a beneficial ownership or a party significant to the provision of services under this agreement. The Contractor shall provide the full names of these parties to the County along with certification of compliance prior to the start of this contract.

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

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

19. Consent and Understanding. This agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, agreement, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

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

21. Insurance.

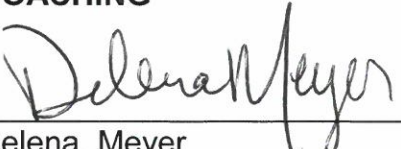
A. General Liability Insurance requirements: The Contractor shall provide to Clark County prior to the term of this Agreement, current certificates of insurance, which will be in the form of an ACORD Certificate(s), and shall assure that Clark County is listed as an additional insured, and shall include; General Liability to protect against legal liability arising out of Contract activity. Such insurance shall

provide a minimum of \$1,000,000 per occurrence. Contractor must carry commercial general liability insurance in the amount of \$1,000,000,

B. Automobile Insurance requirements: Contractor shall carry Automobile liability insurance covering bodily injury and property damage through a policy that covers all owned and non-owned vehicles, with minimum limits of \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If motor vehicles are not used in conducting activities under this Contract, then written confirmation to that effect on Contractor letterhead shall be submitted by the Contractor to County prior to start of agreement.

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

Approved By:
WAY ENOUGH DECISION
COACHING



Delena Meyer

5/6/16

Date

Approved By:
CLARK COUNTY




Mark McCauley
County Manager

5/5/16

Date

APPROVED AS TO FORM ONLY
ANTHONY GOLIK
Prosecuting Attorney



Jane Vetto
Senior Deputy Civil Prosecutor

EXHIBIT A
STATEMENT OF WORK
WAY ENOUGH DECISION COACHING

Contractor will:

- A. Develop two curricula/presentations on the interrelation between Adverse Childhood Experiences, brain development, coping behaviors, predisposition to dependency and/or addiction, early substance use and further impact on brain development, self care (for kids and adults) and positive discipline (for adults)
- B. Audiences:
 - a. Parents/professionals
 - b. Children/youth ages 12 – 20 year
- C. Final products to include a high-quality presentation in PowerPoint and Prezi formats, activity facilitators' guide (for the 2-hour training only), accompanying written scripts and handouts.
- D. Curriculum options for a 15-minute, 1-hour, and 2-hour trainings. (May be modified after assessing greatest needs to different lengths, but must remain as three separate curricula/presentations)
- E. Clark County Public Health must review and approve the final product before it is presented to the public or made available via the internet.
- F. Although it is understood that the use of profanity may reach some audiences, profanity will not be used in the visual materials, scripts, or handouts for these curricula.
- G. Incorporate CCPH and PREVENT! branding guidelines and logos.
- H. Test the curriculum with focus groups representative of the target audiences and modify based on focus group input.
- I. Conduct outreach to community groups, agencies and youth groups to schedule opportunities to deliver the curriculum.
- J. Agree that all products developed under this contract will be shared property of CCPH and PREVENT! Coalition and may be shared on the ACEs Action Alliance and PREVENT! websites. Contractor will guarantee that all materials

and visuals used in the curriculum and associated products are free of copyright restrictions by the original developer. All materials developed will include logos for PREVENT!, CCPH, and ACEs Alliance. CCPH retains the rights to all materials developed under this contract.

Clark County Public Health will:

- A. Share information about current ACEs work in Clark County
- B. Provide logos as needed
- C. Collaborate on training curriculum development
- D. Meet regularly with contractor to review progress
- E. Share data and science on the subject matter including articles, background info and sample presentations and personal opinions. ☺
- F. Provide space for _____ collaboration, as needed
- G. Assist with outreach for community-wide education
- H. Coordinate media outreach
- I. Evaluate and assess progress
- J. Support graphic design and layout needs to the extent allowable by funding
- K. Print handouts/materials needed for presentations
- L. Coordinate posting curricula to web
- M. Assist with focus group facilitation/scheduling

Key dates:

May 16 – Kick off meeting
Week of May 30 – Check point meeting
Week of June 13 – Review of draft products
Week of June 13 – Focus group presentations
Week of June 20 - Review of revised products
June 27 – Final review and hand off
June 29 – Final invoice due

Cost Outline

Activity	Approx Hours	Cost @ \$50/hr
Research and planning	30	\$1,500
Copywriting and editing	90	\$4,500
Presentation development and draft review	60	\$3,000
Community Outreach (scheduling only)	32	\$1,600
Printing/Graphics	n/a	\$200
Prezi Pro	n/a	\$160
TOTAL	220	\$10,960