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

WHEREAS, the contractor has been chosen through an informal solicitation, RFQ 4693, is experienced in health care, behavioral or mental health working with children and families as well as a certified Positive Discipline, and has the expertise to provide workshops for our community who works with children regarding trauma-informed practices to help children connect, learn and self-regulate.; 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 May 1, 2017, through April 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 $3000.00 for each full day workshop, $1500.00 for half day workshops when two consecutive workshops are scheduled on each day. Half day workshops will be charged the full day rate of $3000.00.
   
   B. Travel expenses may not exceed $500.00.
   
   C. Total compensation will not exceed $24,999.00.

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

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

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

7. Indemnification / Hold Harmless. The Contractor does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the County.
8. **Wage and Hour Compliance.** Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

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

10. **Contract Documents:** Contract documents consist of this agreement, Exhibit "A", Statement of Work, Exhibit “B”, Federal Grant Data Information, Exhibit “C”, Certifications and Assurances, Exhibit “D”, Clark County Applicant Disclosure and Authorization for Background Inquiry, and Exhibit “E”, Response to RFQ 4693. Where provisions of the contract and provisions of the Request for Quote or the quote are inconsistent, the provisions of the contract shall be controlling.

11. **Equal Employment Opportunity:** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.
12. **Changes:** County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be incorporated in the written amendments to the agreement.

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

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

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

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

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

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

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

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

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

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

Approved:

SOUND DISCIPLINE

[Signature]
Joan Eads, Interim Executive Director
4/21/2017

CLARK COUNTY MANAGER

[Signature]
Mark McCauley, County Manager
4/24/2017

APPROVED AS TO FORM ONLY

ANTHONY F. GOLIK
Prosecuting Attorney

[Signature]
Amanda Migchelbrink, Deputy Prosecuting Attorney
4/21/2017
Exhibit A
Statement of Work

I. INTRODUCTION

Science has demonstrated a clear link between Adverse Childhood Experiences (ACEs) such as toxic stress and trauma with an impact on brain development, self-regulation, decision making, behavior, thinking, and learning. A significant portion of students in our schools have had adverse experiences and/or have insecure attachment. In the state of Washington, 12% of elementary children and 42% of high school students have three or more ACEs. Students with a score of 4 or more are 32 times more likely to have behavior and attention problems at school.

By providing professional development training on the topic of trauma-informed classroom management, connection and firmness to school staff, faculty and administrators and to community members who work with children who have high ACE scores, it is possible to create a paradigm shift that will improve social and academic outcomes for these students. “Connect to correct” and firmness strategies teach students to self-regulate, empowers them to build stronger relationships, and helps them to stay in the classroom and learn. While trauma-informed practices especially benefit students exposed to trauma, they also promote a more positive school climate for all students.

II. OBJECTIVE

The overall objective of this contract is to train local educators, parents and community members on trauma-informed approaches that can be implemented in their work and day-to-day lives in caring for and connecting with children – in particular, children who have experienced toxic stress and trauma.

Clark County Public Health facilitates the ACEs Action Alliance and supports ACEs/Resilience training across Clark County. We currently provide or contact consultants to provide training opportunities for schools, law enforcement and health care providers that focus on methods and approaches to mitigate ACEs, help residents (adults and children) who have/are experiencing trauma to self-regulate, and to understand connection and self-care.

III. SCOPE AND DELIVERABLES

This contract will include up to 8 training days each consisting of two 3-hour workshops to be conducted at a location of the County’s choosing. Training workshops must explain the relationship between adverse experiences and brain science must tie to applications that workshop participants can use immediately in their practices and/or classrooms.

A. All workshops must:
1) Focus on building individual and community resiliency by integrating information on Adverse Childhood Experiences (ACES), early childhood attachment and brain science.

2) Offer many practical tools for participants to use to both heal their own wounds and build the kinds of connections that foster resiliency in the youth with whom they work.

3) Be taught experientially in order to empower participants to absorb the information and have opportunities to practice some of the skills they are learning.

4) Be based on brain science and include a solid theoretical framework.

5) Provide professional development that integrates social-emotional learning and trauma informed practices helpful for a broad variety of professionals including educators, administrators, mental health professionals, early childhood care providers, and public health advocates.

6) The trainer must conduct post-workshop evaluations of the course and will share copies of written evaluations back to Clark County Public Health.

7) The trainer must provide quality handouts to accompany the workshop that provides clear summaries of all concepts covered in the training.

8) The selected trainer must have additional material for deeper understanding or study available by DVD, written material, or other methods for participants who wish to continue their learning.

B. Master documents for handouts must be shared electronically with COUNTY 30 days in advance of any workshop, or contractor will be responsible for providing handouts at no additional cost to the County.

IV. SCHEDULE

I. **May 24, 2017**, the contractor will provide two 3-hour workshops, for Battle Ground schools and community members at WSU Vancouver, Firstenburg Student Center. The first workshop will take place from 1:30 – 4:30 p.m., second workshop from 6 p.m. to 9 p.m.

II. **August 24, 2017**, the contractor will provide two three-hour workshops (repeat content), for Vancouver School District and other community members. Precise times and venue will be determined at a later date.

III. Additional training dates/times/locations will be determined in collaboration between COUNTY, local partners and Sound Discipline.

IV. COUNTY reserves the right to utilize Contractor’s skills to consult with individual partner school districts or medical practices in lieu of group workshops at the same rate per 8-hour day.
V. COMPENSATION

A. This project is funded through July 30, 2018 by a grant from the Community Foundation for Southwest Washington for workshops provided in Battle Ground, WA as well as the Maternal Child Health Block Grant for workshops provided in all other areas of Clark County. The term for this agreement expires on April 30, 2018 with the option to amend the agreement to extend the term and add additional funds.

B. The anticipated cost for the services described herein is $3000 per full day workshop and $1500 per half day workshop when two consecutive half day workshops are scheduled on each day. The invoice shall include the contractor's true estimated cost to perform the work irrespective of the budgeted funds for this work.

C. Fee will include all preparation, evaluations, and materials other than printed copies needed for each training workshop.

D. During the period of performance, the Contractor will send an invoice to COUNTY by the 10th of the following month for services rendered that month.

E. Invoices will provide required data such as:

1) dates of service
2) services rendered
3) amount per service
4) travel expenses

F. Travel expenses shall not exceed $500, and may only include 1 hotel night per scheduled training workshop. Mileage will be reimbursed at the current IRS reimbursement rate or airfare and transportation, whichever is least expensive. Travel expenses shall be itemized on the invoice and accompanied by the original receipts.
Exhibit B
Federal Grant ID Information

1. Federal Awarding Agency and FAIN:
   B04MC28134

2. Federal Award Date:
   10/1/2014

3. Subrecipient name:
   Washington State Department of Health

4. Amount of Federal Funds Obligated to the subrecipient:
   $251,283.00

5. Total Amount of the Federal Award:
   $540,400,880

6. Federal award project description, required to be responsive to the Federal
   Funding Accountability and Transparency Act (FFATA):
   Maternal and Child Health Services Block Grant to the States

7. Name of Federal awarding agency, pass-through entity, and contact information
   for awarding official:
   Health Resources and Services Administration

8. CFDA Number and Name:
   93.994
Exhibit C: Certification and Assurances

Attachment C: Certification 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, (j) 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 funds.

Standard Form 4248 (Rev. 7-97)
Prescribed by OMB Circular A-102

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).


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.
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, 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:________________________