



A-2016-39
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J. Chad Professional Training, LLC.
Presenter Agreement
Contract #16-148

JUL 18 2016

Pend Oreille County
Counseling Services

This agreement entered into by **Pend Oreille County Counseling Services (POCCS in Newport, Washington)** & **J. Chad Professional Training, LLC.**

1. The parties agree as follows:
 - a. **GENERAL PURPOSE OF AGREEMENT:** Jermaine Galloway (J. Chad Professional Training) agrees to provide substance abuse prevention training for POCCS.
 - b. Presenter agrees to provide requested information in time frame(s) requested.

2. **TOPIC OF PRESENTATION/S & TIMES:**
 - a. "High in Plain Sight" - Drug & Alcohol Trends:
 - i. **Monday, October 10th, 2016** – Professional Training, 1:00 PM to 4:00 PM
 - ii. **Monday, October 10th, 2016** – Town Hall / Community Night, 6:00 PM to 7:30 PM

3. **ALLOCATION OF FUNDS:** A **\$2,600.00 all-inclusive fee**, including all travel (airfare, hotel, food, car rental, etc.), will be paid to J. Chad Professional Training.

4. **TRAVEL ARRANGEMENTS:** All travel will be made by J. Chad Professional Training, LLC.

5. **CANCELLATION:** Unless otherwise specified, if the POCCS cancels prior to Friday, July 15, 2016, ½ of the agreed upon fee (\$1,300.00) will still be due to J. Chad Professional Training. If canceled on or after Friday, July 15, 2016, full payment (\$2,600.00) will be due.

NONDISCRIMINATION

During the performance of this Agreement, the parties shall comply with all federal and state nondiscrimination laws, regulations and policies, to include but not limited to the Civil Rights Act Titles VI and VII (1964 & 1991); Section 504 of the Rehabilitation Act of 1973; Age Discrimination in Employment Act (1975); Vietnam Era Veterans Readjustment Assistance Act (1974); Americans with Disabilities Act (1990) as amended, including CFR 29 part 1630. In the event of noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part. Contractor shall, however, be given a reasonable time, agreed upon by both parties, in which to resolve this noncompliance.

SUBCONTRACTING

J. Chad Professional Training shall not assign or enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of POCCS.

RECORDS, DOCUMENTS, AND REPORTS

The parties shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the J. Chad Professional Training, LLC are needed for the County to respond to a request under the Act, as determined by the County, the J. Chad Professional Training agrees to make them promptly available to the County. If the J. Chad Professional Training considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, J. Chad Professional Training shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by J. Chad Professional Training and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify J. Chad Professional Training (a) of the request and (b) of the date that such information will be released to the requester unless the J. Chad Professional Training obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the J. Chad Professional Training fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of J. Chad Professional Training to claim any exemption from disclosure under the Act. The County shall not be liable to J. Chad Professional Training for releasing records not clearly identified by J. Chad Professional Training as confidential or proprietary. The County shall not be liable to J. Chad Professional Training for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

CONSENT TO AUDIT

During the term of this Agreement and for six (6) year following termination or expiration of this Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its records which are relevant to its compliance with this Agreement, and applicable laws and regulations. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

POCCS is prohibited from paying with funds received under this Agreement for goods and services furnished, ordered, or prescribed by excluded individuals and entities: (Social Security Action Section 1903(i)(2); 42 CFR 455.104; 42 CFR 455.106; and 42 CFR 1001.1901(b)). POCCS and Contractor shall ensure that it does not employ or contract with anyone that excluded from

participation in Federal health care programs under Section 1128 or Section 1128A of the SSA, Executive Order 12549 or 45 CFR 92.35.

The parties shall work cooperatively to immediately recover any payments for goods and services that benefit excluded individuals and entities that it discovers.

POCCS may immediately terminate this contract by providing J. Chad Professional Training written notice if J. Chad Professional Training becomes debarred during the term of this contract. J. Chad Professional Training, by signature to this Agreement, certifies that the J. Chad Professional Training is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred).

INDEPENDENT CAPACITY

The parties intend that an independent contractor relationship will be created by this Agreement. Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement. Each party will be separately responsible for disability insurance, employee leave, compensation, retirement plans, Worker’s Compensation coverage, federal or state taxes and the like. Neither party shall be considered an agent for the other party nor shall either party have authority to bind or obligate the other to third parties. The parties will hold separate, independent responsibilities for any audit exceptions or disallowed costs incurred by its own organization or that of its agents.

HOLD HARMLESS

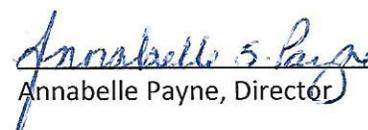
Each party shall be held harmless for acts and omissions by the other party with the intent to protect the mutual parties should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the parties or agents of either, while performing under the terms of this Agreement.

ENTIRE AGREEMENT

This Agreement, including all documents attached to or incorporated by reference into either, shall contain all the terms and conditions to be agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

Pend Oreille County Counseling Services
PO Box 5051
Newport WA 99156
apayne@pendoreille.org
Fax: 509-447-2671

J. Chad Professional Training, LLC.
Jessica@TallCopSaysStop.com
Fax: 208-922-1328


Annabelle Payne, Director 6/23/16 Date

 7/14/16
Jermaine Galloway, Owner Date