

Title:
Start Date
End Date:
Fiscal Year:
Contract Amount:
Contractor:
Contact:
Telephone:
Contract #

PIERCE COUNTY COMMUNITY CONNECTIONS

(Enter Agreement Type) Agreement

This contractual agreement, referred to as this "Agreement", is comprised of these General Terms and Conditions, any attached Exhibits, and subsequent Amendments. The Agreement is a contract between PIERCE COUNTY, subsequently referred to as the "County", and (enter Agency Name in full – no abbreviations), subsequently referred to as the "Contractor". Contractor agrees to the terms and conditions set forth in this Agreement, including the following Exhibits:

- Exhibit A** Applicable Definitions
- Exhibit B** Scope of Work
- Exhibit C** Compensation and Financial Requirements
- Exhibit D** Contract Compliance and,
- Exhibit E** Special Provisions

1. PERIOD OF PERFORMANCE

The period of performance for this Agreement begins _____ and ends _____. The County reserves the right to extend this Agreement for additional periods. The decision to extend this Agreement is subject to the availability of funding, the continued priority of need for a specific service, and satisfactory performance by the Contractor during the period specified in this Agreement. Notification of intent to contract for additional periods with the Contractor will occur prior to the expiration of this Agreement.

2. CONSIDERATION

The maximum consideration for this Agreement shall not exceed \$_____.

3. SCOPE OF WORK AND REIMBURSEMENT

- A. The Contractor agrees to provide those services set out in the exhibits.
- B. The County agrees to pay the Contractor for services outlined in Exhibit B, Scope of Work, and in accordance with Exhibit C, Compensation and Financial Requirements. Payment by the County is subject to receipt of such funds by the County from the funding source.
- C. Total funds provided under this Agreement cannot be modified and administrative costs cannot be increased without the express prior written approval of the County.
- D. If the County cannot make payment to the Contractor due to non-payment by the funding source, the failure to pay by the County shall not constitute a breach of contract.

4. AMENDMENTS

- A. All Amendments to this Agreement shall be in writing and approved by the County.
- B. No Amendments to this Agreement shall be implemented without prior written approval by the County.
- C. Changes to the general scope of the services to be performed under this Agreement or to any other provisions of this Agreement shall be made by written Amendment.

5. INSURANCE

- A. Throughout the life of this Agreement and any Amendments, the Contractor and, if applicable, its consultants or subcontractors, shall carry Commercial General Liability Insurance, Commercial General Automobile Liability Insurance and Professional Liability Coverage, and other coverage as may be appropriate unless otherwise provided in Exhibit E, Special Provisions.
- B. Pierce County shall be named as an additional insured on all required policies except Professional liability insurance for services performed under this Agreement; the Contractor's insurance is considered the primary source of coverage.
- C. The Contractor shall not begin work under this Agreement until all insurance documentation required in this section has been obtained and approved by the County Risk Management and Insurance Department. The Contractor shall provide a Certificate of Insurance executed by an authorized insurance agent indicating the coverage below:

Commercial General Automobile Liability	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000.00 each occurrence with no greater than a \$1,000.00 deductible.
Commercial General Liability	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000.00 each occurrence OR combined single limit coverage of \$2,000,000, with no greater than a \$1000.00 deductible.
Professional Liability Insurance	Shall include errors and omissions insurance providing \$1,000,000.00 coverage with not greater than a \$5,000.00 deductible for all liability which may be incurred during the life of this Agreement.

- D. In the event of non-renewal, cancellation or material change in the coverage provided, thirty (30) calendar days written notice shall be furnished to the County prior to the date of non-renewal, cancellation, or change. Such notice must be sent to the Pierce County Risk Management Department, 955 Tacoma Avenue South, Room 303, Tacoma, Washington 98402.

- E. The County has no obligation to report occurrences unless a claim is filed with the Pierce County Risk Management Department and the County has no obligation to pay the Contractor's insurance premiums.

6. ADDITIONAL INSURANCE COVERAGE OR BOND

The Contractor shall maintain through the life of this Agreement, a separate fidelity or faithful performance bond payable to "Pierce County" or obtain blanket employee dishonesty coverage as part of their Commercial General Liability insurance policy, in the minimum amount of \$_____. The bond or insurance shall be conditioned upon the Contractor faithfully accounting for all funds received by the Contractor under this Agreement, including subsequent amendments, and further assuring that such funds are used only for the purposes of this Agreement. The County shall request in writing any increases in the amount of the bond or insurance coverage and the Contractor shall comply within fifteen (15) calendar days of receipt of the written notice.

7. DEFEND, HOLD HARMLESS AND INDEMNIFY

- A. The Contractor, and its officers, agents, employees, subcontractors and/or consultants, agrees to defend, indemnify and hold harmless the County, its appointed and elective officers and employees, from and against any and all loss or expense including, but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees, for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons and on account of any damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its officers, agents, employees, contractors, subcontractors, consultants, or the County, its appointed or elected officials, employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.
- B. If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraph is caused by or results from the concurrent negligence of the County or the County's agents or employees, and the Contractor and its officers, agents, employees, contractors, subcontractors and/or consultants, the indemnity provisions provided for in the preceding paragraph shall be valid and enforceable only to the extent of the Contractor's negligence.
- C. The Contractor agrees that the obligation to indemnify, defend and hold the County harmless as provided above extends to any claim brought on behalf of any employee of the Contractor and its contractors or consultants. This provision, if applicable, is mutually negotiated by the parties to this Agreement pursuant to RCW 4.24.630, and waives employer immunity granted by statute only to the extent necessary to carry out the promise of indemnification contained above.

8. NON-DISCRIMINATION IN EMPLOYMENT AND CLIENT SERVICES

- A. During the performance of this Agreement, the Contractor shall comply with federal, state, and local laws including, but not limited to:
- Section 703, Titles VI and VII of the Civil Rights Act of 1964 [42 U.S.C. 2000d and e], the Civil Rights Act of 1991 [42 U.S.C. 1981],
 - The Americans with Disabilities Act of 1990 (ADA) [42 U.S.C. 12101 *et seq.*],

- Sections 503 and 504 of the Rehabilitation Act of 1973 [29 U.S.C. 793 and 794], the Age Discrimination in Employment Act of 1967 [29 U.S.C. 621],
 - The Age Discrimination Act of 1975 [42 U.S.C. 6102],
 - The Vietnam Era Veterans Readjustment Assistance Act of 1974 [38 U.S.C. 2011],
 - Any relevant Executive Order (E.O.) issued by the President of the United States
 - The Washington State Law Against Discrimination [Chapter 49.60 RCW], and
 - Any related provisions of the Code of Federal Regulations (CFR), Washington Administrative Code (WAC) and Revised Code of Washington (RCW), or any subsequent amendments to these provisions.
- B. Requirements of the County's Non-discrimination Plan are incorporated by reference to this Agreement and include, but are not limited to paragraphs listed below.
- C. The Contractor shall not discriminate against any employee or applicant for employment, nor conduct any unlawful employment practices because of race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person. This requirement does not apply, however, to a religious corporation, association, or educational institution with respect to the employment of individuals of a particular religion to perform work connected with the operation of such corporation, association, or educational institution, in pursuit of its activities.
- D. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person. For newspaper advertisements, the Contractor may state that the Contractor is an Equal Opportunity Employer, instead of using the longer qualification.
- E. The Contractor will not, on the basis of race, color, religion, creed, national origin, sex, age, disability, sexual orientation, marital status, or veteran status:
1. Deny an eligible individual any services or other benefits provided under this Agreement or any subcontracts awarded pursuant to this Agreement;
 2. Provide any services or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this Agreement or any subcontracts awarded pursuant to this Agreement;
 3. Subject an individual to unlawful segregation or separate treatment, or unlawful discriminatory treatment in any manner related to the receipt of any services and/or the use of the Contractor's facilities, or other benefits provided under this Agreement; nor
 4. Deny any individual an opportunity to participate in any service provided by this Agreement, or afford an opportunity to do so which is different from that afforded others under this Agreement. In determining: (i) the types of service or the benefits to be provided; (ii) the class of individuals to whom, or the situation in which, such

services or other benefits will be provided; or (iii) the class of individuals to be afforded an opportunity to participate in any service or other benefits; the Contractor will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person.

- F. As required by Title III of the ADA regarding places of public accommodation, the Contractor will ensure equal opportunity for individuals with disabilities to receive services. The Contractor will make reasonable modifications to policies, practices, and procedures that deny equal access to individuals with disabilities.

9. DRUG-FREE WORKPLACE

The Contractor shall maintain a written drug-free workplace policy, notifying employees that the possession or use of a controlled substance is prohibited in the workplace, and specifying the actions which will be taken against employees for any violation of the policy. The policy shall be developed and prominently posted as soon as practically possible, but no later than sixty (60) calendar days after the effective date of this Agreement.

10. PAYMENT OF TAXES

As a condition of performance of this Agreement, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other person in the performance of this Agreement. Satisfactory performance of this section is a condition precedent to payment by the County under this Agreement.

11. RELATIONSHIP, ASSIGNABILITY, AND SEVERABILITY

The Contractor, its employees, agents, consultants or subcontractors performing work under this Agreement are independent contractors and are not employees or agents of the County in any manner whatsoever. The Contractor, its employees, agents, consultants or subcontractors will not hold itself out as, nor claim to be, an officer or employee of the County for any reason, and will not make any claim, demand, or application to or for any right, privilege, or benefit applicable to an officer or employee of the County including, but not limited to Worker's Compensation coverage, Unemployment Insurance, Social Security, retirement membership or credit, health care, or vacation or sick leave benefits.

The performance of all or part of this Agreement by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any person without prior written approval by the County. If any provision of this Agreement or portion thereof, is found to be invalid, the remainder of this Agreement shall not be affected, providing the remainder continues to conform to applicable federal, state and local laws and regulations.

12. AUDITS

The Contractor shall submit to the County's fiscal representative an independent audit engagement letter and other reports as follows:

- A. Contractors that are required to have an A-133 audit (Single Audit) must submit a copy of the independent auditor engagement letter to the County once this Agreement has been executed.
- B. Inform the County's fiscal representative in advance of the date and time of the independent auditor's exit interview with the Contractor so that a County representative can be present if the County so desires.
- C. Submit the independent Certified Public Accountant's (CPA's) auditor's financial statement report, the A-133 audit (single audit) reports and the management letter ("collectively referred to as "reports") to the County within thirty (30) calendar days following the issuance of such reports.
- D. Provide comments on any findings and recommendations in the reports, including a plan for corrective action for any findings.
- E. The working papers of the reports must be available to the County.

In the event the Contractor's independent auditor does not provide the assurances necessary to satisfy federal and/or state audit requirements, the County retains the right to request a full audit and the Contractor will be responsible for any and all costs incurred in order to provide the required audit and assurances.

The reports will be submitted to the County's fiscal representative annually if the Contractor receives an annual audit due to requirements other than stated in this Agreement.

For Contractors who are not required to obtain an A-133 audit, the County, at its discretion, may require the Contractor to obtain an independent review or an independent audit, at the Contractor's expense, conducted by an independent CPA. A-133 (single audit) requirements may also apply. See Exhibit C - Compensation and Financial Requirements.

- A. The Contractor must establish and maintain adequate internal control systems and standards that apply to the entire operation of the organization.
- B. The Contractor will provide the County with financial, service, progress, and other reports, at those intervals and in such formats as are required by the County.

13. RECORDS AND REPORTS

- A. The Contractor shall retain all books, records (including medical and treatment records), documents, reports, and other data relevant to this Agreement, for a minimum of six (6) years after expiration or termination of this Agreement, unless longer and otherwise provided or required by law. If any audit, claim, litigation, or other legal action involving the records is started before applicable retention dates expire, the records shall be maintained until completion and resolution of all issues arising therefrom or until the end of applicable retention dates, whichever is later.
- B. An adequate audit trail shall be maintained. All transactions are to be clearly documented. The documentation is to be readily available for examination.
- C. The Contractor shall clearly separate allowable costs from unallowable costs, in accordance with the regulations and restrictions normally associated with federal programs including OMB Circular A-21, A-87 (2 CFR 225), A-110, A-122 (2 CFR 230) and A-133, A-102 or A-110 (2 CFR 215) (as appropriate), OMB's Uniform Administrative Requirements for Grants and

Cooperative Agreements to State and Local Governments and other such uniform administrative requirements for grants-in-aid now in effect or which hereafter may be made applicable by local, state or federal laws or regulations. All of the above are incorporated in this Agreement by reference.

- D. The Contractor shall maintain written policy and procedural manuals for all services, information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staff changes or absences occur.
1. The Contractor must establish and maintain an accounting system which adequately and separately identifies all funding sources and all application of funds associated with providing the required services including, but not limited to, local, state and federal grants, fees, donations, federal funds, and all other funds, public or private. All costs incurred by the Contractor must be accurately identified and recorded even when no revenue is received for services. This accounting system provides the means to gather fiscal data necessary to determine: a) the cost of a unit of service; b) the bid price; and c) if funds were generated in excess of allowable costs.
 2. These records shall contain information pertaining to projects, contracts, grants, or sub-grant awards, and all authorizations, obligations, non-obligated balances, assets, outlays, liabilities, expenditures, and revenue.
 3. The Contractor shall maintain all books, records, documents, reports, and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement. Contractors shall maintain their fiscal books, records, documents, and other data in a manner consistent with generally accepted accounting principles.
 4. All records required to be maintained by this Agreement or by state and federal regulations, except for exempt medical and treatment records, are public records and shall be maintained and released, when requested, in accordance with applicable laws.

14. RIGHT TO INSPECTION AND USE OF MATERIALS

- A. County representatives, the State Auditor, and officials of the federal government shall have the right to review and monitor the financial and service components of this Agreement. The County's review will occur with reasonable notice, and will include, but is not limited to, on-site inspection by County agents or employees, and inspection of all records or other materials which the County deems pertinent to performance, compliance, or quality assurance in conjunction with this Agreement.
- B. During the term of this Agreement and for one calendar year following termination or expiration of this Agreement, the Contractor shall, upon receiving reasonable notice, provide the County with access to its place of business and to its records that are relevant to compliance with this Agreement.
- C. The County may duplicate, use, and disclose in any manner, for any purpose whatsoever and authorize others to so do, all material created under this Agreement and paid for by the County.

15. DEBARMENT OF CONTRACTORS

The Contractor shall assure that, its officers, agents, subcontractors and consultants shall not fund, contract with, or engage the services of any consultant, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds.

The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Agreement by any federal department or agency. If requested by the County, the Contractor shall complete a Certification Debarment, Suspension, Ineligibility, and Voluntary Exclusion form.

16. RESOLUTION OF DISPUTES

- A. A Contractor with a complaint involving this Agreement is encouraged to first attempt to resolve the matter with the County informally by telephoning the appropriate County representative or by meeting with that individual in person. If the informal dispute resolution process is unsatisfactory and the Contractor elects to register a formal complaint, a Contractor shall submit a detailed written description of the issues which form the basis of the complaint to the appropriate Manager at Community Connections, 1305 Tacoma Avenue South, Suite 104, Tacoma, WA 98402.
- B. Upon receipt of a formal written complaint, a County Manager or designee will promptly send a written confirmation to the Contractor acknowledging receipt of the complaint. The County Manager or designee shall also promptly contact the Contractor to establish a meeting to discuss and seek agreement and resolution of the formal complaint. The Manager shall issue a written decision regarding the Contractor's formal complaint no later than fifteen (15) working days following completion of the meeting.
- C. If agreement and resolution are not reached and the Contractor elects to pursue the complaint further, the Contractor may, within five (5) working days after receipt of the Manager's written decision, file a written appeal to the Director of Pierce County Community Connections at the address listed in this Agreement. The appeal must state all facts and arguments upon which the appeal is based. The Director or designee will render a written decision within fifteen (15) working days following completion of the meeting.
- D. The Contractor may appeal an adverse decision of the Director of Pierce County Community Connections to the Pierce County Executive, 930 Tacoma Avenue South, Room 737, Tacoma, Washington, 98402. The appeal must be received in writing by the Pierce County Executive within five (5) working days of the Contractor's receipt of the Director's decision. Upon receipt of a formal written appeal, the Pierce County Executive or designee will schedule a meeting with the Contractor within fifteen (15) working days of receipt of the appeal. The Pierce County Executive or designee will issue a written decision within fifteen (15) working days following completion of the meeting.
- E. In the event that any subsequent litigation should arise concerning this Agreement, the venue of such litigation shall be in the courts of Pierce County. This Agreement shall be governed by the laws of the State of Washington.
- F. All mailings by and to the County required in this section of the Agreement shall be by certified mail with return receipt requested to the Contractor's address of record.

17. SUSPENSION, TERMINATION, AND CLOSEOUT

- A. For Convenience – Either the Contractor or the County may terminate this Agreement for convenience or without cause by providing written notice at least sixty (60) calendar days prior to the effective date of the termination. If this Agreement is so terminated, the County and Contractor shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

- B. For Cause – The County may, upon written notice to the Contractor, immediately suspend or terminate this Agreement in whole or in part, or withhold any payment of funds in whole or in part, when the County determines, in its sole discretion, that continuation of the Agreement is detrimental to the County's interest, including, without limitation, the occurrence of any one or more of the following:
 - 1. Expected or actual funding from the state, federal government, or other source(s) is withdrawn, reduced, or limited in any manner after the effective date of this Agreement and prior to its normal completion; or
 - 2. Performance of this Agreement is rendered unfeasible or impossible for any reason; or
 - 3. Contractor fails to comply with any of the terms or conditions of this Agreement or when the Contractor fails to substantiate Contractor's compliance with this Agreement when requested to do so by the County; or
 - 4. Contractor uses Agreement funds ineffectively, improperly, or illegally; or
 - 5. Contractor provides materials, information, reports, or documentation which are incomplete, incorrect, or false, either knowingly or negligently; or
 - 6. Contractor fails to provide services, information, reports, or documentation required by this Agreement in a timely and reasonable manner; or
 - 7. Contractor fails to resolve in a timely fashion audit findings associated with this Agreement which could materially impact performance of this Agreement; or
 - 8. Contractor is unable to carry out the terms and conditions of this Agreement in compliance with applicable local, state, or federal law; or
 - 9. The health, welfare, or safety of clients or patients associated with this Agreement is at risk by actions or inaction of the Contractor; or
 - 10. Any illegal act by the Contractor.

- C. The County's forgiveness of the Contractor's nonperformance of any provision of this Agreement in one instance does not constitute a waiver of any provision of this Agreement, nor of future nonperformance of the same provision.

- D. If the Contractor receives a notice of termination from the County for either convenience or cause or issues a notice of termination to the County, the Contractor shall:
 - 1. Stop work on the date and to the extent specified;
 - 2. Place no further orders or agreements for goods, services, or facilities to complete the work now terminated;

3. Assign to the County all of the Contractor's rights, title, and interest under the orders and agreements placed by the Contractor to complete the work now terminated;
4. Deliver or convey title to:
 - a) Any property produced by the work terminated;
 - b) Any usable personal property in which the County has a secured interest;
 - c) Any usable property carried on the County's inventory; or
 - d) Any real property in which the County, or any entity named by the County, has a secured interest; and
 - e) Send a final billing for the work now terminated to the County within thirty (30) calendar days of the date of termination.
- E. If the County receives a notice of termination from the Contractor, or if the County issues a notice of termination to the Contractor, the County:
 1. Will arrange to take delivery of property or the right, title or interest of real property conveyed by the Contractor in conjunction with this Agreement; and
 2. Will make final payment upon receipt of final billings for all authorized services, if the Contractor has provided documentation that the County's interests are fully protected.
- F. The rights and remedies provided to the County and the Contractor in this section are in addition to any other rights and remedies provided by law or under this Agreement. Termination of this Agreement by the County at any time during the term of the Agreement shall not constitute a breach of contract by the County. The Contractor may request a reconsideration of the County's decision to terminate this Agreement in accordance with Resolution of Disputes Section listed above.

18. LOBBYING CERTIFICATION

The Contractor certifies that, to the best of its knowledge and belief:

- A. No appropriated funds have been paid, or will be paid by, or on behalf of the Contractor, or officers or employees, to any person for influencing, or attempting to influence an officer or employee of any governmental 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 contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan or cooperative agreement.
- B. If federal appropriated funds have been paid, or will be paid, to any person for influencing, or attempting to influence, an officer or employee of any governmental agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded agreement, the Contractor shall complete and submit to the County, a federal Standard Form-LLL, "Disclosure Form To Report Lobbying" in accordance with its directions. The form is available from the County on request.

- C. The Contractor shall require that the language of this certification be included in all agreements issued to their subcontractors, and that all recipients certify and disclose accordingly.
- D. For federally funded Agreements, 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, and 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.

19. GENERAL COMPLIANCE

- A. Contractors with contracts in excess of \$25,000 and with a Contract duration of longer than 120 calendar days that are not specifically exempted under PCC 2.106.022, shall enroll in the Federal E-verify Program". The requirement extends to every subcontractor meeting the same criteria. The Contractor must provide certification of enrollment in the Federal E-verify program to the County before execution of this Agreement. The Contractor will remain enrolled in the program for the duration of this Agreement. The Contractor is responsible for verification of every applicable subcontractor. The County reserves the right to require a copy of the Memorandum of Understanding between the Contractor or any Subcontractor and the Department of Homeland Security upon request at any time during the term of this Agreement. Failure to provide this document may result in termination of this Agreement.
- B. Future Non-Allocation of Funds: Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

20. SURVIVABILITY

The terms and conditions contained in the Agreement that by their sense and context are intended to survive the expiration of this Agreement shall so survive. Surviving terms include, but are not limited to: Client Confidentiality/Disclosure of Information, Resolution of Disputes, Defend, Hold Harmless and Indemnification, Right to Inspection, Records and Reports, and Treatment of Assets.

21. PROPRIETARY SOFTWARE APPLICATIONS

In the event that the Contractor accesses the County's proprietary software applications to perform any work under this Agreement, the Contractor shall read and agree to the terms and conditions of the software license agreement, and shall not violate the terms and conditions of the software license agreement including, but not limited to:

- A. The use of the software application shall be restricted to employees or subcontractors;
- B. The Contractor shall not "pirate" or reverse engineer the software application; and/or
- C. Otherwise use the application in any way that may harm the County.

22. LICENSING AND ACCREDITATION STANDARDS

The Contractor agrees to comply with all applicable local, state, and federal licensing standards, all applicable accrediting or certification standards, and any other standards or criteria established by the County to ensure quality of services, and to supply proof of said compliance upon demand.

23. TREATMENT OF CONTRACTOR ASSETS

- A. Title to all property furnished by the regulating authority shall remain with the regulating authority; and title to all property furnished by the County shall remain with the County.
- B. The Contractor shall obtain prior written approval by the County when purchasing non-expendable personal property if the cost of the personal property is to be reimbursed as a direct item of cost under this Agreement. This approval may be accomplished by inclusion in the Agreement Budget.
- C. Title of all non-expendable personal property purchased by the Contractor, the cost of which the Contractor is reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the County upon acceptance of such property by the Contractor.
- D. Non-expendable personal property purchased by the Contractor under the terms of this Agreement, in which title is vested in the County, shall not be rented, loaned, or otherwise passed to any person, partnership, corporation, association, or organization without the prior express written approval of the County.
- E. Any non-expendable personal property furnished to, or purchased by, the Contractor, title to which is vested in the County shall, unless otherwise provided herein or approved by the County, be used only for the performance of this Agreement.
- F. As a precedent to reimbursement for the purchase of non-expendable personal property, title to which shall be vested in the County, the Contractor agrees to provide all necessary information and documents in order for the County to execute such security agreements and other documents as shall be necessary for the County to protect its interest in such property in accordance with the Uniform Commercial Code as codified in Article 9 of Title 62A RCW.
- G. The Contractor will furnish to the County by the fifteenth (15th) day of October (unless otherwise stated), an inventory of any and all property purchased with funds provided by the County for use under the terms of this Agreement. The inventory list shall include all non-expendable personal property (including small and attractive items) purchased with funds provided by the County under the terms of this Agreement. For the purposes of this clause, conducting and providing an inventory consists of sighting, tagging or marking, describing, recording, and reporting the property involved.
- H. The Contractor shall be responsible for any loss or damage to property of the County (including all expenses resulting from such loss or damage) which results from negligence, willful misconduct, or lack of good faith on the part of the Contractor, or which results from the failure on the part of the Contractor to maintain and administer the property in accordance with sound management practices. Furthermore, the Contractor shall ensure that all County property in its possession, when returned to the County, shall be in a like condition to that in which it was when furnished to the Contractor or the condition in which the property was when acquired by the Contractor through purchase, except that in all cases, reasonable wear and tear shall be allowed.

- I. Within three (3) calendar days of discovery of loss or destruction of or damage to County property, the Contractor shall notify the County in writing and include appropriate documentation (i.e., police, fire, or accident reports). The Contractor shall take all reasonable steps to protect that property from further damage.
- J. Within five (5) working days after termination, or completion of this Agreement, unless otherwise mutually agreed in writing between the Contractor and the County, the Contractor shall surrender to the County all property of the County.
- K. The County may, at its discretion, abandon in place any property in which title is vested in the County under the terms of this Agreement insofar as permitted by law, rule, or regulation.
- L. Non-expendable personal property acquired by the Contractor, the cost of which is reimbursed by the County or the Contractor with funds provided through this Agreement, shall be subject to the same constraints, procedures, treatment, handling, disposition, and other matters as specified above. The Contractor shall take all steps necessary to ensure that the interest of the County in such property shall be protected and safeguarded.
- M. The Contractor will maintain property record cards and property identification tabs as may be directed by the County. This applies only to property purchased with federal, state, and/or County funds specifically designated for such purchase.

Exhibit A

Applicable Definitions

1. DEFINITIONS

Many terms used throughout this Agreement are defined in Title 388 Washington Administrative Code (WAC), as subsequently amended, and have the meanings indicated in that title. Additionally, the following terms shall have the following definitions:

"Acquisition Cost" shall mean that amount expended for property, excluding interest, plus, in the case of property acquired with a trade-in, the book value (acquisition cost less amount depreciated through the date of trade-in) of the property traded in. Non-expendable personal property, the value of which was expended when acquired, has a book value of zero (0) when traded in.

"Budget, Accounting, and Reporting System for Counties and Cities and Other Local Governments" will be referred to as BARS.

"Business Entity" means any person, or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit with the County. The term business entity shall include, but not be limited to partnerships, corporations, contractors, and subcontractors doing business with the County.

"Client", "Consumer", "Participant", "Patient", or "Recipient" shall mean any individual applying for or receiving services under this Agreement.

"CFR" means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/CFR/>

"Contract" shall mean the Basic Agreement, and any Statements of Work and Exhibits that are attached to and incorporated by reference to the Basic Agreement.

"Contract Budget" shall mean the budget incorporated in this Agreement, identifying a plan for the expenditure of contracted funds.

"Contractor", for purposes of PCC 2.106.022 and 2.106.025 means a person, employer or business entity that enters into a contract or an agreement with the County to perform any service or work, or to provide a certain product in exchange for valuable consideration. For purposes of PCC 2.106.022 and 2.106.025, the term contractor shall **not** include government agencies; legal, architectural and engineering service providers; those whose contracts would be exempt from competitive bidding under PCC 2.106.060 B; those whose contracts issue under PCC 2.106.070, those whose supplies and services are purchased under PCC 2.106.410; regulated providers of insurance, bonding, banking, or investment services; or public utilities.

"Cost Reimbursement" shall mean that payment to the Contractor is based upon the actual reimbursable costs incurred under this Agreement.

"Cost Related" shall mean a cost analyzed payment structure. Contractual payments for cost related awards shall be made on an interim monthly basis. The monthly payment amounts are determined by the following calculation: Total Amount of Allocation / Total Number of Months in the Contract Period. Pierce County expects the contractor to incur costs throughout the contract period to at least equal the allocation. At the end of each quarter, if actual expenditures made by the contractor are significantly less than the monthly

payments they received, the County may identify this as an overpayment and request recovery of the excess funds. The final payment under a cost related award must be reconciled to actual expenditures.

“Debarment” means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

“Earned Income” shall mean any gross income earned by the Contractor or a Subcontractor from contract supported activities. Revenue received from DSHS, either directly or through the County, is not earned income. Earned income shall exclude interest earned and may include, but will not be limited to, income from service fees, sale of commodities, usage fees, and royalties on patents and copyrights.

“E-Verify” shall mean the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Pub. L. No. 104-208, Division C, Title IVY s. 403(a), as amended, and operated by the United States Department of Homeland Security, or a successor electronic verification of work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. No. 99-603.

“Fee for Service” shall mean paying the Contractor a negotiated fixed rate, based upon performance of a defined unit of service.

“Financial Statement” shall mean a combined report, or separate reports, of financial information prepared by the Contractor’s accountant that identifies the Contractor’s financial position, operating results, and other pertinent information. The reporting period of the document(s) shall correspond with the Contractor’s calendar or fiscal year.

“Independent Auditor” shall mean either a certified public accounting firm or a certified public accountant.

“Information Technology (IT) Purchases” include, but are not limited to, computers, software, desk telephones, and cellular telephones, but do not include keyboards and mice.

“Managed Care” shall mean various strategies that seek to optimize the value of provided services by controlling their utilization and cost, promoting their quality, and measuring performance to ensure cost-effective outcomes while utilizing methodologies established by the County.

“Medicaid Consumer” shall mean an individual who is eligible for Medicaid services, as shown on their medical identification card.

“Medicare Consumer” shall mean an individual who is eligible for Medicare services.

“Non-expendable Personal Property” shall mean tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit, unless a greater amount is specified in an Appendix or Work Order.

“PCC” means Pierce County Code.

“Personal Information” means any 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, background check results, other identifying numbers, and any financial identifiers.

“Personal Property” shall mean property of any kind, including small and attractive items and IT equipment, except real property.

"Price Related" shall mean a price-analyzed payment structure in which payments are either made as a lump sum, or made at a rate-per-unit basis, and without consideration of the Contractor's actual or anticipated costs.

"RCW" means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/RCW/>

"Real Property" shall mean any interest in land.

"Regulating Authority" shall mean any federal, state county or local entity which has the ability to enforce laws regulations or requirements upon the Contractor.

"Small and Attractive Items" means those items with a value of \$300 or more that are particularly vulnerable to loss. Examples of these items include, but are not limited to, communication equipment, cameras, IT accessory equipment such as scanners, office equipment, televisions, cellular telephones, and VCRs.

"Subcontract" shall mean any agreement between the Contractor and a Subcontractor or between a Subcontractor and another Subcontractor that is related to this Agreement, provided that the Subcontract does not include the purchase of:

- A. supplies; or
- B. support services that do not directly affect the funded services.

The terms Subcontract and Subcontracts shall mean Subcontract(s) in any tier.

"Subcontractor" shall mean any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who is performing part of the contract or Subcontract from a Subcontractor. The terms Subcontractor and Subcontractors shall mean Subcontractor(s) in any tier.

"Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

Characteristics indicative of a federal award received by a subrecipient are when the organization:

- A. determines who is eligible to receive what federal financial assistance;
- B. has its performance measured against whether the objectives of the federal program are met;
- C. has responsibility for programmatic decision making;
- D. has responsibility for adherence to applicable federal program compliance requirements;
- E. uses the federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity;
- F. operates on the basis of allowable costs no payment above cost is allowed; and
- G. may be required to match or share costs of the program.

"Useful Life" of non-expendable personal property shall mean that useful service life as based upon the United States Department of Treasury, Internal Revenue Service, policies on depreciation for tax purposes, unless the Contractor or Subcontractor documents in writing some different period that the County agrees to in writing.

"Unauthorized Alien" means a person who is unauthorized to be lawfully employed in the United States, pursuant to 8 U.S.C. § 1324a(h)(3). The County shall not conclude that a person is an unauthorized alien unless and until an authorized representative of the County has verified with the federal government, pursuant to 8 U.S.C. § 1373(c), that the person is an unauthorized alien.

"Unit Cost Rate" shall mean a payment mechanism where reimbursable costs incurred in a prior period, divided by the units of service delivered in the prior period and multiplied by the units identified in the current period, determines the total amount paid.

"Vendor" shall mean a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program.

Characteristics indicative of a payment for goods and services received by a vendor are when the organization:

- A. provides the goods and services within normal business operations;
- B. provides similar goods or services to many different purchasers;
- C. operates in a competitive environment;
- D. provides goods or services that are ancillary to the operation of the federal program;
- E. is not subject to compliance requirements of the federal program; and
- F. the scope of work to be performed is defined by the awarding agency (the awarding agency identifies what it is "buying").

"WAC" means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>

"Washington State Department of Social and Health Services" shall be referred to as DSHS.

"Work Order" is a document attached to and incorporated by reference to the Basic Agreement which states the goods, services, and/or benefits to be delivered, and any other terms and conditions that apply to the work.

Exhibit B
Scope of Work

Exhibit C

Compensation and Financial Requirements

1. COMPENSATION

2. FINANCIAL REQUIREMENTS

The Contractor is identified as a (check the appropriate box, if applicable):

Federal Subrecipient

Federal Vendor

The Professional Liability Insurance requirements, identified in **Insurance Section 5**, are
or are not applicable to this Agreement.

3. FINANCIAL REQUIREMENTS - PAYMENTS

Exhibit D

Contract Compliance

1. MONITORING/ASSESSMENT PROCEDURES

- A. The County will conduct annual monitoring and performance assessments of all services provided under this Agreement, in the manner and at reasonable times, with reasonable notice, as the County considers appropriate.
- B. Monitoring and assessment activities include, but are not limited to, review of service and financial reports, including all books, records, documents, and other data, facilities, activities, and on-site visits by County staff or their designee, state, or federal representatives.
- C. Unless the County elects to terminate this Agreement for cause, when findings from monitoring efforts or audits show that there are apparent violations of the terms or conditions of this Agreement, the Contractor and the County shall negotiate a mutually agreeable plan of action to address the identified problem. If the parties are unable to come to agreement, the Contractor may file a complaint, as specified in this Agreement.

2. CLIENT ASSETS

Except as otherwise provided by court order, the Contractor shall ensure that any client shall have unrestricted access to his or her personal property. The Contractor shall not interfere with the client's ownership, possession, or use of such property. Upon termination of the agreement, the Contractor shall immediately release to the client all of the client's personal property.

3. CONFLICT OF INTEREST

The County may, by written notice to the Contractor, terminate this Agreement in whole or in part if it is found, after due notice and hearing, that any of the following laws have been violated in obtaining this Agreement or amending or the making of any determinations with respect to this Agreement, or in any subcontract entered into by the Contractor:

- A. Misconduct of Public Officers, Chapter 42.20 RCW; and
- B. Code of Ethics for Municipal Officers - Contract Interests, Chapter 42.23 RCW.

Exhibit E
Special Provisions