



Pierce County

**HUMAN SERVICES:
CONTRACT FOR**

Title:		Contract Number:	
Start Date:		End Date:	
		Fiscal Year:	

The County reserves the right to extend this Agreement for additional periods. The decision to extend 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 extend Agreement for additional periods with the Contractor will occur prior to the expiration of this Agreement.

TOTAL CONTRACT FUNDING NOT TO EXCEED: \$0

Total Amount Per Fund Source – Fund sources are broken down and identified due to spending restrictions on each one.	[fund source]	[fund source]	[fund source]	[fund source]	[fund source]
	\$	\$	\$	\$	\$
	[fund source]	[fund source]	[fund source]	[fund source]	[fund source]
	\$	\$	\$	\$	\$

Agency Name:					
Mailing Address:					
Contact Name:		Title:			
Phone:		Email:			
Fiscal Contact:		Email:			
Agency UBI:		Agency UEI:			

[Department Name] Contract Team

Contract Manager:		Phone or Email:	
Program Contact:		Phone or Email:	
Other Contact:		Phone or Email:	

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements contained herein, County and Contractor, mutually agree that Contractor shall provide the services and comply with the requirements set forth herein and the exhibits and attachments, incorporated by reference into this Agreement:

EXHIBITS AND ATTACHMENTS

A: Statement of Work	E: Other required attachments per fund source
B: Compensation and Financial Requirements	F: Other required attachments per fund source
C: Special Terms and Conditions	G: Other required attachments per fund source
D: General Terms and Conditions	

This Agreement, including all Exhibits and other documents incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings and representations, verbal or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter this Agreement.

Contractor Signature	Printed Name and Title	Date
Katie Blinn, Deputy Prosecuting Attorney	Date	Gary Robinson, Finance Director
		Date
Heather Moss, Human Service Department Director	Date	Bruce Dammeier, County Executive (over \$250k)
		Date

EXHIBIT A – STATEMENT OF WORK

The Contractor has been granted a Subcontract by the County, reflected by the **Total Agreement Amount** set forth herein on page one (1) of this Agreement, of <<list funding here>>. Contractor shall use this funding to implement the Agreement requirements set forth below.

1. PROGRAM DEFINITIONS

2. BACKGROUND AND PURPOSE

2.1.

3. CONTRACTOR RESPONSIBILITIES

3.1. Service Delivery

3.1.1. The Contractor shall.....

3.1.2.

3.2. Population Served / Eligibility

3.2.1. Clients shall be....

4. PERFORMANCE MEASURES/REPORTING

4.1. Compliance with Laws and Regulations

4.1.1. Services provided shall be culturally competent and appropriate pursuant to:

4.1.1.1.

4.2. General Compliance

4.2.1.

5. PERFORMANCE MONITORING

5.1.

6. REPORTING/DELIVERABLES

6.1. The Contractor shall report

7. COUNTY RESPONSIBILITIES

7.1. To accomplish the intent of this Agreement, as appropriate under the circumstances, County shall:

7.1.1. Provide report forms....

8. OTHER SECTIONS AS APPLICABLE

EXHIBIT B: COMPENSATION AND FINANCIAL REQUIREMENTS

1. COMPENSATION

- 1.1. Program funding is based on the services as set forth in the Statement of Work in this Agreement. The Contractor shall use all funds provided pursuant to this Agreement to support only the services as described within this Agreement and may not supplant other programs or fund sources.
- 1.2. Funding is contingent upon the receipt of funds from contractual Agreements between Pierce County and state government federal government, or other sources. If funding is withdrawn, reduced, suspended, or reallocated, after the effective date of this Agreement and prior to normal completion, Pierce County will notify the Contractor per section 1.2.1. In such instances, the County may terminate the Agreement, withdraw funding, or renegotiate the Agreement subject to those new funding limitations and conditions. If the source of funding for this Agreement is eliminated on a temporary or permanent basis, Pierce County will not be responsible for reimbursing the Contractor for any work performed after the receipt of the notification.
 - 1.2.1. Should a change in fund source occur or become necessary, the County shall notify the Contractor immediately, by issuing a formal amendment and/or written notice to the Contractor by email or formal and/or certified letter, whichever is applicable, unless the Agreement is formally terminated in which the County will follow the termination process per the General Terms and Conditions (GTC). The Contractor shall keep a copy of any notices on file with the Agreement as the record of change.
- 1.3. Funds shall not be obligated for:
 - 1.3.1. Costs incurred prior to start date of this Agreement:
 - 1.3.1.1. Any action subsequent to an order from the County for suspension or termination of the project except as may be reasonably necessary for the protection of life and property; which could otherwise be avoided; or which is otherwise eligible of the action precipitating the order for suspension or termination is found to be acceptable to the County; or
 - 1.3.2. Reimbursement requests that include ineligible or inappropriate costs pursuant to state or federal laws and regulations (e.g., RCW, WAC, CFR), or as defined in the GTC or statement of work.
 - 1.3.2.1. The Contractor shall refund to the County any payment or partial payment expended by the Contractor, Subcontractor's, or consultants which is subsequently found to be ineligible, inappropriate, or illegal.
- 1.4. The Contractor shall provide services in the most effective, efficient, and economical manner possible to establish a prudent financial management system.
- 1.5. The maximum consideration is not to exceed \$ _____, as shown in the funding table below. It is the responsibility of the Contractor to monitor their monthly expenses and ensure that they do not exceed the maximum consideration for the fund source(s).

Payment Period: XX XX, 202X through XX XX, 202X			
Service Designation/Activity	Rate Method	Fund Source	Not to Exceed X-Month Total
			\$
			\$
			\$
XX-Month Total			\$

2. REIMBURSEMENT PROCEDURE

- 2.1. Reimbursement requests shall only be for costs actually incurred per the agreed upon rate method in the table above and supported by documentation as required in the CPR. The Contractor is prohibited from submitting requests for payment in excess of actual requirements for carrying out the statement of work.
- 2.2. Reimbursements shall be requested on a Contract Payment Request (CPR) form, developed and provided by the County as an attachment to the Agreement.
 - 2.2.1. The CPR shall identify the frequency in which the Contractor shall request reimbursement. If it is agreed upon between the Contractor and the County that the frequency of the request is:
 - 2.2.1.1. **Monthly:** The Contractor shall submit the CPR within twenty-one (21) working days following the month in which the Contractor has incurred expenditures for services and costs as outlined in this Agreement. The County shall issue payment no later than twenty-five (25) working days after the receipt of complete and accurate billing information as determined by the County.
 - 2.2.1.2. **Weekly or Biweekly:** The County shall provide the Contractor a reimbursement schedule as part of their Agreement.
 - 2.2.1.2.1. If no schedule is provided, the Contractor shall submit the CPR within five (5) working days following the week in which the Contractor has incurred expenditures for services and costs as outlined in this Agreement.
 - 2.2.2. CPR's must be accompanied by the documentation to support the amount of the request for reimbursement. The County shall not release payment until the Contractor provides all required documentation identified in the CPR or in the statement of work. The submission of incomplete or inaccurate information on the CPR may delay the reimbursement process but shall not be considered a breach of the Agreement.
 - 2.2.3. CPRs must be signed with an original or electronic signature and received prior to payment.
 - 2.2.4. CPRs shall be submitted to the following email address: [redacted] unless otherwise specified.
 - 2.2.5. The County reserves the rights to amend, delete, or add to the CPR form as necessary. Any revisions or changes will be provided to the Contractor in a timely manner.
- 2.3. Due to County fiscal year end and contract closeout requirements, the Contractor shall:
 - 2.3.1. Submit the final CPR for the calendar year (CY) in the month of January. The actual date

will be determined and communicated to the Contractor by the County.

2.3.2. When the term of the Agreement ends in any month other than December, the Contractor shall submit the final billing for the Agreement, based on the date determined by the County.

2.3.2.1. The County will provide timely written notification, via a formal letter or an e-mail, of the submission requirements for these time frames.

2.3.2.2. Failure to follow the year end and/or final CPR instructions, may result in a delayed payment or nonpayment for the given month.

3. ADD ADDITIONAL REQUIREMENTS WHEN REQUIRED STARTING HERE

SAMPLE

EXHIBIT C – SPECIAL TERMS & CONDITIONS

1. **Non-Segregated Facilities.** The Contractor, by signature of this Agreement, certifies that no segregated facilities are maintained and will not be maintained during the execution of this Agreement at any of Contractor's establishments.
 - 1.1. The Contractor further certifies that none of the Contractor's employees are permitted to perform their services at any location under the Contractor's control during the life of this Agreement where segregated facilities are maintained. The Contractor certifies further that they will not maintain or provide for the employees any segregated facilities at any of its establishments, and that they will not permit the employees to perform their services at any location, under his control, where segregated facilities are maintained.
 - 1.2. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.
 - 1.3. The Contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to County.
2. **Non-collusion and Debarment.** The Contractor, also by signature of this Agreement, certifies that said firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.
3. ADD MORE HERE IF APPLICABLE

EXHIBIT D – GENERAL TERMS & CONDITIONS

1. **Amendments.** All amendments to this Agreement shall be in writing and approved by the County.
2. **Applicable Law and Venue.** This Agreement shall be governed, construed, and interpreted according to the laws of the State of Washington. In the event either Contractor or County deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, Contractor and County agree that any such action or proceedings shall be brought in Pierce County Superior Court. Contractor and County shall be responsible for their own attorney's fees and costs.
3. **Assignment and Subcontracting.** No portion of this Agreement may be assigned to any other individual, firm, or entity without the prior express written approval of County.
4. **Confidentiality.** The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Pierce County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees, and costs resulting from Contractor's breach of this provision.
5. **Close-Out.** Contractor shall submit to County at the end of the period of performance of this Agreement all financial, performance, and other reports as required by Exhibits A and B of this Agreement.
6. **Conflict of Interest and Code of Conduct.** County may, in its sole discretion, by written notice to Contractor, terminate this Agreement if it is found, after due notice and examination by County or its agent that there is a violation of chapter 42.23 RCW, or any similar statute involving the Contractor in the procurement of, or performance of this Agreement. In the event this Agreement is terminated as provided above, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of a breach of this Agreement by Contractor. The rights and remedies of County provided for in this section (6) shall not be exclusive and are in addition to any other rights and remedies provided by this Agreement or law. The existence of facts upon which County decides under this section (6) shall be an issue and may reviewed as provided in the Dispute Resolution section (11) below.
7. **Contractor Commitments, Warranties, and Representations.** Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices, or options for future acquisition to remain in effect for a fixed period, or warranties.
8. **Cooperative Purchasing.** The Washington State Interlocal Cooperative Act RCW 39.34 provides other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing. The Contract maximum for this contract per annual term, or for any renewal period, is for Pierce County's use only. Other agencies may use this contract up to their contract limits, if any, exclusive of and in addition to the County's contract maximum. By ordering and providing service under terms of this contract to any other governmental agency or jurisdiction, the governmental agency and the Agency agree to indemnify, defend, and hold harmless Pierce County per section (10) below from any and all obligations, claims, or expenses, including attorney's fees, arising out of such action.

9. Data Security. Contractor agrees to abide by and maintain adequate data security measures consistent with applicable laws and regulations and industry standards and best practices.

10. Defend, Hold Harmless, and Indemnity.

10.1. Contractor, and its officers, agents, employees, subcontractors, and/or consultants, agree to defend, indemnify and save harmless County and its appointed and elective officers and employees, from and against 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, and 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, or on account of 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, subcontractors, and/or consultants, successor or assigns, or the County, or its appointed or elected officers, employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, or its appointed or elected officials or employees.

10.1.1. The preceding section (10.1) is valid and enforceable only to the extent of Contractor's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (1) the County or its agents or employees, and (2) the Contractor or the Contractor's agents or employees.

10.2. With respect to performance of this Agreement and as to claims against the County, its officers, agents, and employees, Contractor expressly waives its immunity under RCW 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties to this Agreement.

10.3. In addition to any other remedy authorized by law, County may retain so much of the money otherwise due Contractor as deemed necessary by the County to ensure indemnification until disposition has been made of such suits or claims subject to the provisions of this section.

10.4. No liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.

10.5. Capital Projects

10.5.1. Contractor shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, run-off, or other related items arising during construction of the project.

10.5.2. Contractor shall also bear sole responsibility for any pollution of rivers, streams, ground water, or other waters which may occur as a result of construction operations.

10.5.3. Contractor shall exercise all necessary precautions throughout the life of the project to prevent pollution, erosion, siltation, and damage to property.

- 11. Dispute Resolution.** Differences between Contractor and County arising under this Agreement shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled, or other appropriate action may be promptly taken. Contractor and County shall meet and confer in good faith for the purpose of reaching a mutually satisfactory resolution of the dispute within fifteen (15) days of the date delivered or mailed postage paid to the County address identified on page one (1) of this Agreement, of said request.
- 12. Drug-Free Workplace.** 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.
- 13. E-Verify Participation.** Contractor agrees to comply with Pierce County Code 2.106.022, as applicable, by signature of this Agreement.
- 14. Entire Agreement.** This written Agreement represents the entire Agreement between the Contractor and County and supersedes any prior oral statements, discussions, or understandings between Contractor and County.
- 15. 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 of 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.
- 16. Independent Contractor Relationship.**
- 16.1. The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder, and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.
- 16.2. The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit B and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Pierce County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.
- 16.3. Contractor will defend, indemnify, and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees, or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.
- 17. Insurance and Bond.** The insurance coverages specified in this section (17) are required unless modified by separate addendum to this Agreement. Insurance requirements, if any, contained in the separate addendum shall take precedence over this section (17).
- 17.1. Throughout the life of this Agreement and any Amendments, Contractor and its consultants and subcontractors, shall at Contractor's and its consultants' and subcontractors' own expense

maintain with an insurance carrier authorized or eligible in the State of Washington, at a minimum, the insurance set forth below.

17.1.1. Commercial Automobile Liability: Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000.00 each occurrence OR combined single limit coverage of \$2,000,000.00, with no greater than a \$1,000.00 deductible.

17.1.2. Commercial General Liability: Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000.00 each occurrence OR combined single limit coverage of \$2,000,000.00, with no greater than a \$1,000.00 deductible.

17.1.3. Professional Liability Insurance – are or are not applicable to this Agreement:

17.1.3.1. Errors and Omissions Insurance providing \$1,000,000.00 limit coverage, with no greater than a \$1,000.00 deductible for all liability which may be incurred during the life of this Agreement.

17.1.4. Either blanket Employee Dishonesty Coverage in the minimum amount of **<insert appropriate amount>** OR a separate fidelity or faithful performance bond in the amount of **<insert appropriate amount>** payable to “Pierce County.” The insurance or bond shall guarantee Contractor faithfully accounts for all funds received by Contractor under this Agreement and assures that such funds received by Contractor under this Agreement are used for solely allowable and permissible purposes under this Agreement and the performance of this Agreement.

17.2. Contractor shall have County named as an additional insured on all required insurance policies and such insurance carried by Contractor shall be primary over any insurance carried by County.

17.3. Contractor shall provide a certificate of insurance and endorsements to be approved by County’s Risk Manager prior to execution of this Agreement. Contractor shall not commence work under this Agreement until all required evidence of insurance and related documentation has been obtained and approved by County’s Risk Manager.

17.3.1. Contractor shall ensure all certificates of insurance (COI) and endorsements are submitted to the County upon annual renewal. Failure to have valid insurance on file with the County may result in a corrective action or termination of the Agreement.

17.4. Contractor may comply with these insurance requirements through a program of self-insurance that meets or exceeds the limits set forth above in section (17.1). Contractor must provide County with adequate documentation of self-insurance to be approved by County’s Risk Manager prior to execution of this Agreement. Contractor shall not commence work under this Agreement until all required proof of adequate self-insurance and related documentation has been obtained and approved by County’s Risk Manager.

17.5. In the event of non-renewal, cancellation, or material change in self-insurance or coverage under this Agreement, Contractor shall provide County with forty-five (45) days advance notice of such event.

17.6. County has no obligation to pay Contractor’s insurance premiums.

17.7. If at any time County has reasonable grounds to believe insurance coverage and/or bond amounts for this Agreement are inadequate, County may request, in writing, that Contractor increase insurance coverage or bond amount and Contractor shall comply within fifteen (15) days of receipt of said written request from County.

17.8. County shall have no obligation to report occurrences unless a claim has been properly filed pursuant to relevant provisions in the Revised Code of Washington (RCW).

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

19. No Third-Party Beneficiary. County does not intend by this Agreement to assume any contractual obligations to anyone other than Contractor, and Contractor does not intend by this Agreement to assume any contractual obligations to anyone other than County. County and Contractor do not intend that there be any third-party beneficiary to this Agreement.

20. Non-Discrimination.

20.1. During the performance of this Agreement, Contractor shall comply with federal, state, and local laws including, but not limited to:

20.1.1. Section 703, Titles VI and VII of the Civil Rights Act of 1964 [42 U.S.C. 2000d et seq.], the Civil Rights Act of 1991 [42 U.S.C. 1981].

20.1.2. The Americans with Disabilities Act of 1990 (ADA) [42 U.S.C. 12101 et seq.].

20.1.3. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 [42 U.S.C. 3601 et seq.].

20.1.4. 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].

20.1.5. The Age Discrimination Act of 1975 [42 U.S.C. 6102].

20.1.6. The Vietnam Era Veterans Readjustment Assistance Act of 1974 [38 U.S.C. 2011].

20.1.7. Any relevant Executive Order (E.O.) issued by the President of the United States.

20.1.8. The Washington State Law Against Discrimination [Chapter 49.60 RCW].

20.1.9. 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.

20.2. Requirements of County's Equal Employment Opportunity Policy are incorporated by reference to this Agreement and include, but are not limited to, the following:

20.2.1. 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, 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.

20.2.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of 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, genetic information, or the use of a trained guide dog or service animal by a

disabled person. For newspaper advertisements, Contractor may state that Contractor is an Equal Opportunity Employer, instead of using the longer qualification.

20.2.3. Contractor will not, on the basis of race, color, religion, creed, national origin, sex, age, disability, sexual orientation, marital status, or veteran status:

20.2.3.1. Deny an eligible individual any services or other benefits provided under this Agreement, or any subcontracts awarded pursuant to this Agreement.

20.2.3.2. 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.

20.2.3.3. 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

20.2.3.4. 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: (1) the types of service or the benefits to be provided; (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided; or (3) 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.

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

21. Ownership of Items Produced. All writings, programs, data, public records, or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County.

22. Patent/Copyright Infringement.

22.1. Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

22.1.1. That Contractor shall be notified promptly in writing by County of any notice of such claim.

22.1.2. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

23. Payment of Taxes.

- 23.1. The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.
- 23.2. The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax. Satisfactory performance of this section (23) is a condition precedent to payment by the County under this Agreement.

24. Proprietary Software. In the event Contractor accesses County's proprietary software applications to perform any work under this Agreement, 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:

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

25. Recordkeeping, Reporting, Audits. Contractor shall maintain all records required by applicable federal, state, and local regulations and to demonstrate compliance with this Agreement. The public shall be granted reasonable access to all "public records" associated with this Agreement for up to three (3) years following the termination or expiration of this Agreement in accordance with, and subject to any limitations or exemptions under the Public Records Act, RCW 42.56, or any other applicable state or federal law.

26. Right to Review. This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, onsite inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

27. Severability. In the event any term or condition of this Agreement, or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

28. 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.

29. Termination for Default.

- 29.1. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.
- 29.2. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

30. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

31. Waiver. Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by Contractor and County.

32. Waiver of Non-Competition. Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County.

33. Withholding Payment. In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure

or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

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