

THIS BASIC AGREEMENT is entered into by and between **YAKIMA COUNTY**, hereinafter called "**the County**," whose address is Yakima County Courthouse, Room 102, 128 North 2nd Street, Yakima, Washington 98901, and «**Companycaps**», hereinafter called "**the Contractor**" whose address is «Address1», «City», «State» «PostalCode».

I PURPOSE

The purpose of this document is to establish a Basic Agreement containing General Terms that shall be incorporated by reference into any Contract executed between the Yakima County Department of Employment and Training and the Contractor.

II AUTHORITY OF THE DIRECTOR OF EMPLOYMENT AND TRAINING

The County hereby appoints and the Contractor hereby accepts the Director of Employment and Training or a designee, as the County's representative for the purpose of administering the provisions of this Basic Agreement and subsequent Contracts, including the County's right to inspect facilities and records, to receive and act on reports and documents, to request and receive additional information from the Contractor, to approve budget revisions and payment changes, to approve fee schedules for services, to assess the general performance of the Contractor, to determine if contracted services are being delivered in accordance with Federal, State, and local laws and regulations, to approve subcontracts, and to suspend this Basic Agreement or any Contract. All actions taken by the Director shall be subject to approval by the County. The County reserves the right to terminate this Basic Agreement or any Contract and to commence civil action for its enforcement.

III EXTENT OF AGREEMENT

The Basic Agreement and Contract(s) contain all the terms agreed upon by the parties. No other understandings, written or oral, regarding the subject matter of this Basic Agreement or any Contract shall bind the parties.

IV PERIOD OF AGREEMENT

The terms of this Basic Agreement shall commence upon the date of execution and shall remain in full force and effect until specifically modified or terminated by mutual assent of the parties regardless of the modification or termination in whole or in part of any Contract. This Basic Agreement supersedes any prior Basic Agreement executed between Yakima County and the Contractor.

V COMPLIANCE WITH LAWS

The Contractor, in performance of this Basic Agreement and any Contract, shall comply with all applicable Federal, State, and local laws and regulations including HIPAA.

VI ORDER OF PRECEDENCE

Unless otherwise provided in a Contract, any inconsistency in the Basic Agreement or a Contract shall be resolved by giving precedence in the following order:

- A. Applicable Federal and State laws and Regulations;
- B. The terms and conditions of a Contract;
- C. The terms and conditions of the Basic Agreement;
- D. Any other provisions incorporated in writing into the Basic Agreement or Contract.

VII RELATIONSHIP OF THE PARTIES

The parties agree that the Contractor is an independent contractor and not an agent or employee of the County. Agents, employees, or representatives of the Contractor shall neither claim to be nor present themselves as employees, agents, or representatives of the County for any purpose. Employees of the Contractor are not entitled to any benefits the County provides for its employees.

VIII DEFINITIONS

Terms used throughout this Basic Agreement shall have meanings as defined in the Washington Administrative Code (WAC). Additionally, the following words shall have the meanings as indicated:

Basic Agreement - This Agreement, which identifies the Contractor and the general terms that apply when and if the County and the Contractor execute a Contract. The terms of the Basic Agreement are applicable to a Contract.

Client - An individual applying for or receiving goods, services or benefits under a Contract. The terms **Consumer**, **Customer**, and **Participant** are synonymous.

Contract - A document consisting of terms specific to contracted services, including Specific Provisions, Payment Provisions, and a Budget.

Contracted Services - Those services to be provided by the Contractor under the terms of a Contract.

Contractor - The individual or entity entering into this Basic Agreement with the County. If a Contract is subsequently executed, the Contractor will deliver contracted services. Contractor includes authorized representatives and subcontractors retained to deliver contracted services. The term Business Associate is synonymous.

Employment and Training - The Yakima County Department of Employment and Training

Director - The Director of the Yakima County Department of Employment and Training or designee.

HIPAA – Health Insurance Portability and Accountability Act of 1996, 45 CFR 160, 164, privacy and security standards for Private Health Information.

PHI – Private Health Information means individually identifiable information relating to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual.

Subcontract - An agreement between the Contractor and a subcontractor, or between a subcontractor and another subcontractor, for the delivery of contracted services. The term subcontract does not include the purchase of supplies or support services that do not directly affect the client's health or welfare. The term subcontract means subcontract in any tier.

Subcontractor - An individual or other entity delivering contracted services under a separate agreement with the Contractor or another subcontractor. The individual or entity is bound by the same HIPAA restrictions and conditions as the county and contractor. The term "subcontractor" means subcontractor in any tier.

IX SAFEGUARDING OF INFORMATION

The use or disclosure by the Contractor of confidential information and PHI concerning a client is prohibited without the written consent/authorization of the client, their designee, or responsible parent or guardian if the client is incompetent or a minor, or as otherwise provided by law, except:

- A. The Director or the Contractor may disclose information to each other, the State of Washington, or the Federal government for purposes directly connected with the administration of this Basic Agreement or any Contract. Such information includes determining eligibility, delivering services, and participating in an audit.
- B. The Director or the Contractor may disclose information to appropriate Federal agencies and the State of Washington for research, monitoring, statistical, and evaluation purposes.
- C. The Director and the Contractor may disclose PHI to each other for data aggregation services, treatment, payment or health care operations.
- D. The contractor agrees to develop and use appropriate procedural, physical, and electronic safeguards to prevent misuse of PHI. The contractor must limit any use or disclosure to the minimum amount necessary to accomplish the intended purpose.

X TREATMENT OF ASSETS

Real and personal property shall not be purchased under this Basic Agreement or any Contract without prior written approval from the Director. An inventory of such property shall be completed annually and submitted to the Director

- A. Definitions:
 - 1. **Nonexpendable Personal Property** means tangible personal property having a useful life of more than one year and an acquisition cost of \$300.00 or more per unit, unless defined otherwise by Contract.
 - 2. **Personal Property** means property of any kind except real property.
 - 3. **Acquisition Cost** means the amount expended for property, excluding interest and the book value (acquisition cost less depreciation) of any trade-in.
 - 4. **Useful Life** of property means that useful service life as based on the U. S. Department of Treasury, Internal Revenue Service, policies on depreciation for tax purposes, unless the Contractor can document to the written satisfaction of the Director some different period.
- B. Title to all property furnished by the County with County, State, or Federal funds shall remain with the County, the State of Washington, or the Federal Government as their respective interests may appear.
- C. Title to all nonexpendable personal property purchased by the Contractor, the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under a Contract, shall pass to and vest in the County or State of Washington, or Federal Government as their respective interests may appear, upon delivery of such property.
- D. Nonexpendable personal property purchased by the Contractor under the terms of any Contract in which title is vested in the County, State, or Federal Government shall not be rented, loaned, or otherwise passed to any person, partnership, corporation, association or organization without the prior written approval of the County, State, or Federal Government.
- E. Nonexpendable personal property furnished to or purchased by the Contractor, which is vested in the County, State, or Federal Government, shall be used only for the delivery of contracted services.
- F. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the County, State, or Federal Government, the Contractor agrees to execute such security agreements and other documents as shall be

necessary for the County, State, or Federal Government to protect their respective interests in such property in accordance with the Uniform Commercial Code-Secured Transactions as codified in Article 9, Title 62A, RCW.

- G. The Contractor shall be responsible:
 - 1. For loss or damage to property of the County, State, or Federal Government that results from negligence, willful misconduct, or lack of good faith on the part of the Contractor;
 - 2. To maintain and administer property in accordance with sound management practices; and
 - 3. To ensure that the property shall be returned to the County, State, or Federal Government in condition as good as when acquired, reasonable wear and tear excepted.
- H. Upon the loss or destruction of or damage to County, State, or Federal Government property, the Contractor shall notify the Director thereof and shall take all reasonable steps to protect that property from further damage.
- I. The Contractor shall surrender to the Director all property of the County, State, or Federal Government within 30 days after settlement upon rescission, termination, or completion of this Basic Agreement or the Contract(s) for which the property was purchased, unless otherwise mutually agreed between the Contractor and the Director.
- J. The Director may, at his or her discretion, abandon in place property in which title is vested in the County, State, or Federal Government under the terms of this Basic Agreement insofar as permitted by law, rule, or regulation, and thereupon all rights and obligations of the County, State, or Federal Government regarding such abandoned property shall cease.

XI LICENSING AND PROGRAM STANDARDS

The Contractor shall comply with all applicable Federal, State, and local laws and regulations for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals, and other standards or criteria as described in this Basic Agreement or any Contract to assure quality of services.

XII STANDARDS FOR FISCAL ACCOUNTABILITY

- A. The Contractor's fiscal management system shall:
 - 1. Provide accurate, current, and complete disclosure of the financial status of each Contract;
 - 2. Identify the source and application of all funds received for contracted services, distinguish costs of contracted services delivered under the terms of the Contract from all other costs and provide for accounting separation of all funds received; and
 - 3. Report all revenue and expenditures to the Director in a manner consistent with generally accepted accounting principles.
- B. The Contractor agrees to maintain written accounting procedures.
- C. The Contractor agrees to:
 - 1. Maintain records and documents that accurately reflect all direct and indirect costs related to the delivery of contracted services; and

2. Retain all fiscal and program records and other material relevant to a Contract according to the federal or state program guidelines. Fiscal records must be retained until all audits are resolved.

XIII INSPECTION

- A. The Contractor shall give access to its facilities and records to any authorized officer, employee or agent of the County, the State of Washington or the Federal Government at all reasonable times. Authorized persons shall have the right to examine the Contractor's performance, financial records, and HIPAA documentation and perform other activities to determine the Contractor's compliance with the terms of this Basic Agreement, any Contract, and HIPAA. The Director shall give the Contractor reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to the Contractor's place of business.
- B. The Director may require the Contractor to make reasonable changes in the contracted services and HIPAA practices, as completed or to be completed, if the contracted services fail to conform to the standards and specifications set forth in the Contract.
- C. The Contractor shall notify the Director immediately of inspections, audits, accreditations, or program reviews related to the delivery of contracted services. The Contractor agrees to provide the Director copies of written reports of inspections, audits, accreditations or program reviews within 72 hours.

XIV HOLD HARMLESS

Each party shall indemnify and hold harmless the other, its officers, agents, and employees, from any and all liability, loss or damage, including reasonable costs of defense, incurred as a proximate result, whether direct or indirect, of the indemnifying party's breach of this contract, including audit exceptions, or its negligence, including that of its officers, agents or employees. In the event of concurrent negligence, each party shall bear the proportionate share of the liabilities above described that is attributable to it and its own officers, agents and employees.

XV AUDIT REQUIREMENTS

- A. Definitions

Single Audit means an audit that will encompass the entirety of the financial operations of the Contractor and shall determine and report whether:

1. The financial statements of the Contractor present fairly its financial position and the results of its financial operations in accordance with generally accepted accounting principles, and whether the Contractor has complied with laws and regulations that may have a material effect upon the financial statements;
2. The Contractor has internal control systems to provide reasonable assurance that it is managing Federal financial assistance programs in compliance with applicable laws and regulations; and
3. The Contractor has complied with laws and regulations that may have a material effect upon each major Federal assistance program. In testing compliance for this section the auditor must select and test a representative number of transactions from each major Federal assistance program.

Program-Specific Audit means an audit of one Federal program in accordance with Federal laws, regulations, or audit guides relative to that particular program. When a Contractor expends Federal Financial Assistance under only one Federal program and the

Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the Contractor, the Contractor may elect to have a program-specific audit.

Subrecipient means any person or government department, agency, or establishment that receives federal financial assistance to carry out or administer a program but not an individual who is a beneficiary of such a program. Distinguishing characteristics of a subrecipient include such items as responsibility to meet compliance requirements, performance measured against meeting the objectives of a program, responsibility for programmatic decision making, and determining eligibility for assistance.

Vendor means an entity responsible for providing goods or services that are required for the conduct of a Federal program. Distinguishing characteristics of a vendor include such items as providing the goods or services within normal business operations, operating for a profit, providing similar goods or services to many different purchasers, operating in a competitive environment, and not having responsibility for adherence to program compliance requirements.

Federal Financial Assistance means assistance provided by a Federal agency in the form of grants, contracts, cooperative agreements, loans, loan guarantees, property, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. It does not include direct Federal cash assistance to individuals. It includes awards received directly from Federal agencies or indirectly through other units of state and local governments.

- B. The Contractor, if a **subrecipient** of Federal Financial Assistance and expends (from all sources) \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more a year in Federal Financial Assistance, shall purchase annually a single or program-specific audit conducted for that year by a government auditor or public accountant who meets the standards for independence specified in the Government Auditing Standards. The Contractor agrees to:
1. Adhere to the Office of Management and Budget (OMB) Circular A-133 and other relevant Federal and State Requirements;
 2. Provide access to independent auditors to its financial records; and
 3. Maintain accounting records that will enable identification of all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number.
- C. The Contractor, if a **subrecipient** of Federal Financial Assistance and expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) per year in Federal awards is exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and the General Accounting Office (GAO).
- D. The Contractor, if a **vendor**, is exempt from Federal audit requirements but records must be available for review by appropriate officials of the Federal agency, pass-through entity, and the General Accounting Office. The Contractor agrees to:
1. Ensure that transactions are in compliance with laws, regulations, and the provisions of the Contract or grant agreements;
 2. Maintain accounting records that will enable identification of all federal funds received and expended; and

3. Provide access to its financial records by appropriate officials of the County, State, Federal Government or their authorized representative to determine program compliance.
- E. The Contractor shall ensure that the audit report, with management letter, is submitted to the Director within nine months after the end of the audit period but no later than 30-days after its receipt.

XVI INSURANCE AND BONDING

- A. The Contractor shall carry, without interruption during the term of a Contract, a comprehensive bodily injury and property damage liability insurance policy in a minimum amount of \$1,000,000.00 Combined Single Limit (CSL) unless specified otherwise in the Contract. The Contractor shall also carry either professional liability coverage for the duration of a Contract or ensure that any licensed or certified professional providing contracted services carries their own professional liability coverage. Certification of insurance shall be submitted to the Director within thirty days after execution of a Contract.
- B. The Contractor agrees to maintain, without interruption during the term of a Contract, a Fidelity Bond in a minimum amount of \$50,000, unless specified otherwise in the Contract, that covers all individuals responsible for the administration of funds provided within the terms of a Contract. Certification of bonding shall be submitted to the Director within thirty days after execution of a Contract.
- C. The Contractor shall notify the Director immediately if either insurance or bonding coverage is terminated during the term of a Contract or is reduced below contractual requirements.

XVII NONDISCRIMINATION

- A. The Contractor shall develop or adopt a nondiscrimination plan consistent with the Washington State Law Against Discrimination (RCW 49.60).
- B. The Contractor shall not, on the grounds of race, creed, color, religion, national origin, gender, age, marital status, or the presence of any disability:
 1. Deny an individual contracted services or benefits;
 2. Provide contracted services or benefits to an individual that are different, or are provided in a different manner, from those provided to others;
 3. Subject an individual to segregation or separate treatment in any manner related to the receipt of contracted services or benefits; or
 4. Deny an individual an opportunity to participate in any program or afford an opportunity to do so that is different from that afforded others.
- C. The Contractor shall not use criteria or methods of administration that have the effect of subjecting individuals to discrimination because of race, creed, color, religion, national origin, gender, age, marital status, or the presence of any disability; or have the effect of defeating or substantially impairing the delivery of contracted services to individuals of a particular race, creed, color, religion, national origin, gender, age, marital status, or disability status through the selection of:
 1. The types of contracted services or other benefits to be provided;
 2. The class of individuals to whom, or the situation in which, such contracted services or other benefits shall be provided; or
 3. The class of individuals to be afforded an opportunity to receive contracted services

or other benefits.

- D. The Contractor shall comply with all Federal and State nondiscrimination rules, including:
1. The Americans With Disabilities Act (ADA) of 1990, which prohibits discrimination against qualified individuals with disabilities and requires reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual.
 2. Title VI of the Civil Rights Act of 1964 as amended.
 3. Section 504 of the Rehabilitation Act 1973 as amended.
 4. The Age Discrimination Act of 1975 as amended.
 5. The Washington State Law Against Discrimination, RCW 49.60.
- E. The Contractor shall have a written procedure for resolving complaints that allege a violation of Federal laws against discrimination. A copy shall be made available to clients and applicants for contracted services. Such procedures should include time frames for Contractor response or action. Persons wishing to file a complaint shall be advised in writing of their right to file their complaint **within 180 days of the alleged act of discrimination** directly with the Washington State Human Rights Commission, the U.S. Equal Employment Opportunity Commission, the U.S. Department of Health and Human Services Office for Civil Rights, or the U.S. Department of Labor Office of Contract Compliance.
- F. The Contractor shall require subcontractors to fully comply with the provisions of this section, Including sanctions for noncompliance.

XVIII INCIDENT REPORTING

The Contractor agrees to report any extraordinary incident to the Director, in writing, within three working days of the occurrence of an incident. A reportable incident is one that occurs or arises under this Basic Agreement or any Contract, and that involves:

- A. A death or injury, requiring inpatient hospital care, of a client or person under the care, supervision, or control of the Contractor at the time of the incident;
- B. An act of violence or serious crime in which the victim or the perpetrator is a client or person employed by or under the care, supervision, or control of the Contractor at the time of the incident;
- C. An incident of such public concern that the Director or the Board of Yakima County Commissioners may have a need to know; or
- D. A loss of funding so great as to jeopardize the Contractor's ability to fulfill the terms of this Basic Agreement or any Contract.
- E. Any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach.

XIX ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign or subcontract any portion of contracted services unless the written subcontract has been reviewed and approved by the Director prior to the start of the subcontract. All contracted services that are not delivered directly by the Contractor must be delivered according to the terms of this Basic Agreement and the Contract.

XX SEVERABILITY

If any provision of this Basic Agreement shall be held invalid, the invalidity shall not affect the other provisions of the Agreement. To that end, the provisions of this Basic Agreement are severable.

XXI MODIFICATION

No modification or waiver of any clause or condition of this Basic Agreement is binding upon either party unless such modification or waiver is in writing and executed by both parties.

XXII SUSPENSION, TERMINATION AND CLOSEOUT

If the Contractor fails to comply with the terms of this Basic Agreement, any Contract or HIPAA, the Director may pursue such remedies as are legally available including the suspension or termination of this Basic Agreement or the Contract in whole or in part in the manner specified herein.

- A. **Suspension** - If the Contractor fails to comply or is unable to substantiate full compliance with the terms of this Basic Agreement or any Contract, the Director may suspend this Basic Agreement or the Contract in whole or in part pending corrective action or investigation, effective no less than seven days following written notification to the Contractor. The suspension shall remain in force until the Contractor complies to the satisfaction of the Director and is able to substantiate its full compliance with the terms of this Basic Agreement and the Contract. No obligation incurred by the Contractor during the period of suspension shall be allowable under this Basic Agreement except:
 - 1. Reasonable, proper, and otherwise allowable costs that the Contractor could not avoid during the period of suspension; and
 - 2. Discretionary costs that the Contractor incurred during the period of suspension if the Contractor is able to substantiate complete compliance with the terms of this Basic Agreement and the Contract.
- B. **Termination for Cause** - The Director may, by written notice, terminate this Basic Agreement or any Contract in whole or in part for substantial breach by the Contractor of duties under this Basic Agreement, any Contract or HIPAA. In such an event, the Contractor shall be liable for reasonable damages, including the reasonable cost of procuring similar services actually procured by the Director to fully execute the Contractor's duties under this Basic Agreement and the Contract(s).
- C. **Termination for Other Grounds** - This Basic Agreement or any Contract may be terminated in whole or in part by:
 - 1. Either party, upon thirty days advance written request, in which case the two parties shall devise by mutual agreement the conditions of termination including the effective date and in case of termination in part, the portion to be terminated.
 - 2. The Director, immediately upon written notice, if funding is withdrawn or reduced to the extent that the continuation is not in the best interest of the County.
- D. **Closeout** - Upon expiration or termination of a Contract, in whole or in part, the following provisions shall apply:
 - 1. The County shall pay to the Contractor all allowable reimbursable costs not covered by previous payment upon submittal of a final invoice, subject only to the right

reserved to the parties in the event of a dispute as provided in subparagraph "3" below.

2. The Contractor shall pay to the County moneys received from the County in excess of allowable costs, subject only to the right reserved to the parties in the event of a dispute as provided in subparagraph "3" below.
 3. In the event the Director and the Contractor are unable to agree upon amounts due as provided in subparagraphs "1" or "2" above, either party shall have the right to withhold the disputed amount from final payment pending a final audit, and then pay such amounts as the audit determines are payable.
 4. The Contractor shall submit all required financial and performance reports and claims for payment within thirty days after the end of the contract unless a different period is set by the County.
 5. At the option of the Director, the contractor shall return or destroy all PHI created or received from or on behalf of the county and provide appropriate documentation evidencing procedure. The contractor agrees that it will not retain any copies of PHI except as required by law. If return or destruction of all PHI, and all copies of PHI, is not feasible, contractor agrees to extend the protections of this Contract to such information for as long as it is maintained.
- E. Notices shall be delivered by U.S. mail to the address stated in the first paragraph of this Agreement or such other address provided by the Contractor in writing to the Director.

XXIII INDIVIDUAL RIGHTS AND HIPAA

The contractor shall make all PHI and related information in its possession available

- A. To the individual or his/her personal representative or to the county, for inspection and copying.
- B. To the individual or his/her personal representative or to the county to fulfill any obligation to account for disclosures of PHI.
- C. To the county to fulfill any obligation to amend PHI and related information and shall incorporate any amendments or related statements into the information the contractor holds and notify any subcontractors or agents of amendments.

XXIV GRIEVANCE PROCEDURES

The Contractor shall have a written procedure for resolving grievances. A copy shall be made available to clients and applicants for contracted services. Such procedures should include time frames for filing a grievance and provide opportunities for informal and formal resolution. For grievances arising from the delivery of contracted services, the grievance procedures must include the right of the grievant to appeal to the Director. Applicants and clients shall be advised of the grievance procedures and their right to due process if they feel they have been wrongfully denied or terminated from services.

XXV DEBARMENT AND EXCLUSION

- A. The Contractor shall and does certify it is not debarred, suspended, ineligible or voluntarily excluded from participation in Federal assistance programs. The Certification will be signed and submitted to the Director before the execution of this Basic Agreement.
- B. The Contractor shall provide immediate written notice to the Director if at any time the

Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- C. The Contractor shall not knowingly assign or subcontract any portion of contracted services to a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation.

XXVI CONFLICT OF INTEREST

The Director may, by written notice to the Contractor, terminate this Basic 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 or amending this Basic Agreement or any Contract or in making determinations with respect to this Basic Agreement or any Contract:

- A. RCW 42.20, Misconduct of Public Officers;
- B. RCW 42.23, Code of Ethics for Municipal Officers-Contract Interests.
- C. RCW 42.52, Ethics in Public Service

The County shall not be liable for payment for services rendered under any Contract to the extent this Basic Agreement or the Contract was entered into in violation of this clause.

XXVII COVENANT AGAINST CONTINGENT FEES

The Contractor shall assure that no person or agency has been employed or retained on a contingent fee for the purpose of seeking or obtaining a Contract. This does not apply to legitimate employees or an established commercial or selling agency maintained by the Contractor for the purpose of securing business. In the event of breach of this clause by the Contractor, the Director may:

- A. Annul this Basic Agreement or the Contract in whole or in part without any liability; or
- B. Deduct, or similarly recover from the consideration of the Contract, the amount of the contingent fee.

XXVIII LOBBYING

- A. Federal requirements (U.S.C. Title 31, §1352):
 - 1. No Federal appropriated funds may be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If non-Federal funds are used, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 2. The Contractor, if a recipient of a grant or cooperative agreement over \$100,000, shall and does certify that it did and will comply with these Federal requirements. The Certification will be signed and submitted to the Director before the execution of this Basic Agreement.

- B. State requirements (RCW 42.17.020 (27); RCW 42.17.190; RCW 34.05):

No public funds may be used directly or indirectly to attempt to influence the passage or defeat of any legislation by the legislature of the State of Washington, or the adoption or rejection of any rule, standard, rate, or other legislative enactment of any State agency

under the State Administrative Procedure Act. *Provided*, This does not prevent the Contractor from communicating with a member of the legislature on the request of that member or requesting legislative action or appropriations through appropriate channels.

XXIX PROHIBITION OF POLITICAL ACTIVITIES

No funds, material, property or contracted services provided under the terms of this Basic Agreement or any Contract shall be used for partisan political activity or to further the election or defeat of any candidate for public office.

XXX DISPUTES

Any dispute arising under this Basic Agreement or any Contract, including a disputed complaint or grievance resolution, shall, unless otherwise provided in this Basic Agreement or the Contract, be submitted in writing to the Director for settlement under Employment and Training' Dispute Resolution Procedures.

XXXI DRUG-FREE WORKPLACE

- A. The Contractor shall and does certify it provides a drug-free workplace in compliance with the Drug-Free Workplace Act (Public Law 100-690 Title V, Subtitle D). The Certification will be signed and submitted to the Director before the execution of this Basic Agreement.
- B. The Contractor shall publish a statement notifying employees of prohibitions against use, manufacture, distribution or possession of controlled substances in the workplace and specific actions that will be taken in the event of non-compliance. Employees shall be notified that, as a condition of employment, they must abide by the terms of the statement and notify the employer in writing of any conviction for a criminal drug statute occurring in the workplace within five calendar days after such conviction. This statement shall at a minimum be distributed to all employees engaged in the delivery of contracted services.
- C. The Contractor shall establish an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The contractor's policy of maintaining a drug-free workplace;
 3. The availability of drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

XXXII REIMBURSEMENT LIMITS

The sum of payments to the Contractor for a contracted service shall not exceed the contracted unit rate or the actual cost of providing the service whichever is greater. In the event payments to the Contractor exceed this limit, the overpayment shall be returned to the County or deducted from the next Claim for Payment submitted by the Contractor.

XXXIII VENUE

This Basic Agreement and all Contracts shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Basic Agreement or any Contract shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.

XXXIV CONDITION PRECEDENT

This Basic Agreement shall not be binding upon the County until signature on behalf of the County is authorized by Resolution of the Board of Yakima County Commissioners.

«Companycaps»

**BOARD OF YAKIMA
COUNTY COMMISSIONERS**

«Signature»
«Company»

Jesse S. Palacios, Chair

Date

James M. Lewis, Commissioner

Ronald F. Gamache, Commissioner

Attest this ____ day of _____ 2003

Carla M. Ward, Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney