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*County Public Health's strategic plan is based on the premise that through partnerships we will influence the conditions that promote good health for everyone.*

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## Vision

Active, resilient and healthy families and people of all ages, abilities, and cultures living, learning, working, and playing in thriving communities.

## Mission

We collaborate with partners to protect and improve the health of and the environment for all people in Clark County. Together we:

- *Prevent* disease and injury.
- *Promote* healthier choices.
- *Protect* food, water, soil, and air.
- *Prepare* for and respond to emergencies.

## Our Values:

- **Communication.** We identify, analyze and distribute information essential to our policymakers, partners and the community.
- **Prevention and promotion.** We implement strategies that prevent disease and promote healthy living in healthy environments that lead to long term benefits for everyone.
- **Collaboration.** We engage in community partnerships that produce well-supported and cost-effective health outcomes by bringing people, resources and organizations together.
- **Date-driven, evidence-based strategies.** We support effective public health interventions that depend on the best available research and information.
- **Social justice and diversity.** We recognize that in a healthy community, everyone's health matters equally and that services and opportunities for health must be accessible, affordable and appropriate for all.
- **Customer service and accountability.** As vigilant stewards of the public's trust, we are responsive and accountable to the community's needs.
- **Skilled, innovative, diverse workforce.** We recognize that a well-trained, dedicated, creative and diverse workforce is the foundation of our ability to assess and address the health of our community.
- **Sustainability.** We recognize policy, systems and environmental interventions are essential in creating and sustaining improvements in community health and resilience.
- **Protecting the natural environment.** We recognize the natural environment is our life support system. Protecting the soil, water and air is critical to the health and resiliency of our community.

**CLARK COUNTY PUBLIC HEALTH  
GENERAL TERMS AND CONDITIONS**

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## **CLARK COUNTY PUBLIC HEALTH GENERAL TERMS AND CONDITIONS**

These GENERAL TERMS AND CONDITIONS are a required part of the Clark County Public Health contracting process and shall apply whenever the Contractor and the County execute a contract.

The “Contractor” referenced throughout this document is identified in each Contract executed by Clark County Public Health. The “County” means Clark County. “Contract” means the associated contract, as amended, which incorporates these General Terms and Conditions.

To satisfy federal and state grant requirements, when applicable, the “Contractor” is also referred to as “lower tier Grantee” in this document.

### **1. AMERICANS WITH DISABILITIES ACT**

Contractor shall comply with federal, state and local non-discrimination laws relating to disabilities, including, but not limited to, the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq) and 28 C.F.R. Part 35, which provide comprehensive protection to individuals with disabilities.

### **2. ANTI-LOBBYING**

By signing this Contract, the Contractor certifies that to the best of its knowledge and belief:

2.1.No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2.2.If any funds other than 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 agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

2.3.If applicable, Contractor shall require that the language of paragraph 1 and 2 of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

2.4.No funds from the State of Washington may be used for working for or against ballot measures, or for or against the candidacy of any person for public office.

### 3. APPLICABILITY OF LAW

3.1. This Contract is and shall be construed as being executed and delivered within the State of Washington and it is mutually agreed by the Contractor and the County that all contracts and contract modifications between the Contractor and the County shall be governed by laws of the State of Washington, both as to interpretation and performance.

3.2. Venue shall be Clark County, Washington.

### 4. ASSIGNMENT AND SUBCONTRACTING

4.1. The Contractor shall not assign or subcontract for any work required in this Contract without the prior written consent of the County unless specified in this Contract or in a proposal accepted by the County.

4.2. Any subcontract shall be in writing.

4.3. The County shall have the right to inspect and approve any subcontract document, and the Contractor agrees to provide a copy of that subcontract to the County no later than 30 calendar days prior to the execution of such subcontract.

### 5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

5.1. This certification is required by the regulations set forth in Title 2 C.F.R. Part 180. The terms “covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, and voluntarily excluded,” as used in this clause, have the meanings set out in Title 2 C.F.R. Part 180.

5.2. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction (this section is required, without modification, by County granting agencies).

#### LOWER TIER COVERED TRANSACTIONS

The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.

5.3. Before entering into a “covered transaction” with another party at the next lower tier, the Contractor agrees by signing this Contract that it shall first verify that the person or party with whom it intends to do business is not excluded or disqualified. The Contractor may do this by:

- 5.3.1. Checking the Federal Excluded Parties List System at [www.sam.gov](http://www.sam.gov);  
or
- 5.3.2. Collecting a certification from the person or party; or
- 5.3.3. Adding a clause or condition to the covered transaction with that person or party that fully meets the requirements set out in Title 2 C.F.R. Part 180.

5.4. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person or party who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Contractor further agrees that it will fully comply with all requirements established in Title 2 C.F.R. Part 180, including its obligation to pass the requirement to comply with Title 2 C.F.R. Part 180 to each person or entity with whom the Contractor enters into a covered transaction at the next lower level.

5.5. The certification in this clause is a material representation of fact upon which reliance is placed at the time of Contract execution and at the time of any subsequent modification(s). If it is at any time determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

5.6. Before hiring any new employee, the Contractor shall conduct a search of the Federal Excluded Parties List System referenced above to ensure that the individual is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The search must be conducted by the Contractor *prior to* making an employment offer. Evidence of search results must be maintained in the employee's personnel file.

5.7. The Contractor shall maintain written documentation of its compliance with the above-stated requirements and make said documentation available to Clark County for review upon request.

5.8. By signing this Contract, the Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any federally-funded program by any federal department or agency (Excluded Person) and that no owner, director, officer, or partner with an ownership or control interest in the Contractor is an Excluded Person. In addition, Contractor certifies that no employee or subcontractor of Contractor who will perform work (whether directly or indirectly) under this Contract is an Excluded Person.

## 6. CLAIMS OR DAMAGES

The County, the Washington State Department of Commerce, the Washington State Department of Social and Health Services, the State of Washington, and federal granting agencies are not liable for claims or damages arising from the Contractor's performance of this Contract.

## 7. CONFIDENTIALITY AND PRIVACY

7.1. If Contractor will encounter protected health information while performing services under this Contract, the Contractor shall have internal policies and procedures related to the privacy and the security of protected health information in compliance with state and federal guidelines. By signing this Contract, the Contractor certifies that it is compliant with the applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et seq. and 45 CFR parts 160, 162 and 164; the Health Information Technology for Economic and Clinical Health Act (HITECH Act or "the Act") part of the American Recovery and Reinvestment Act of 2009 (ARRA); the Omnibus Rule that modifies the HIPAA and HITECH Act, 42 CFR Part 2; and all applicable state (e.g. RCW 70.02) and federal privacy regulations.

7.2. If Contractor will encounter protected health information while performing services under this contract, Contractor further certifies that it has on file a signed Statement of Confidentiality for all staff, subcontractors, or volunteers who have access to confidential client information.

7.3. If requested by the County, Contractor shall provide the County with copies of the signed Statement of Confidentiality documents referenced in this section.

7.4. If requested by the County, Contractor shall provide the County with an annual Confidentiality Certification in a format acceptable to the County before January 15<sup>th</sup> of each year.

7.5. Personal information collected, used, or acquired in connection with the services provided under this Contract shall be used solely for the purpose of this Contract. The Contractor agrees not to release, divulge, publish, transfer, sell or otherwise disclose to unauthorized persons any confidential or personal information that is not directly connected with the performance of the services contemplated in this contract, except with written consent of the person or legal representative of the person who is the subject of the personal information. The written consent must state which personal information may be shared and to whom the personal information will be shared.

7.6. Personal and confidential information includes, but is not limited to, information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number or other identifying numbers, and information in the possession of the Contractor that may not be disclosed under state or federal law.

7.7. The Contractor shall protect and maintain all personal and confidential information against unauthorized use, access, disclosure, modification, or loss and in accordance with state and federal law regarding confidentiality. This duty requires the Contractor to employ reasonable security measures, which include restricting access to personal and confidential information only to staff members who have a business need to view the information, and by securing records in locked cabinets while not in use. The Contractor shall have a written policy and procedure to implement this duty.

8. CONFLICT OF INTEREST

8.1. Contractor certifies that no principal, director, officer, employee, agent, consultant, officer, elected official or appointed official has violated the Ethics in Public Service Act (RCW chapters 42.23 and 42.52), or any similar statute involving the Contractor in the procurement of or performance under this Contract.

8.2. Contractor shall identify to the County any person employed or previously employed in any capacity by the state of Washington that worked on the funding sources for this contract, including but not limited to, formulating or drafting legislation, participating in grant procurement planning and execution, and awarding grants.

8.3. The Contractor shall comply with 2 CFR 200.112 regarding any potential conflict of interest.

8.3.1. In the procurement of supplies, equipment, construction, and services by subrecipients, the conflict of interest provisions in 2 CFR 200.318, respectively, shall apply.

9. CONSUMER RIGHTS

The Contractor shall comply with state and federal non-discrimination laws. This includes Discrimination – Human Rights Commission (RCW 49.60); 42 CFR 438.214, Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR part 80; the Age Discrimination Act of 1975 as implemented by regulations at 45 CFR part 91; the Rehabilitation Act of 1973; titles II and III of the Americans with Disabilities Act; and other laws regarding privacy and confidentiality. The Contractor shall ensure that its staff takes these rights into account when furnishing services to consumers.

10. CONTRACT NUMBER

The Contractor agrees to list the number of this Contract on all correspondence, communications, reports, vouchers, and such other data concerning this Contract or delivered hereunder.

11. CONTRACT PERIOD

11.1. Unless otherwise provided in this Contract, the contract period is shown on the first page of the Contract. Services must be provided and billable costs incurred within the contract period.

11.2. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project, not to exceed 120 days unless mutually agreed in writing.

11.3. The Contractor may be given an additional thirty (30) days following the expiration

of the contract to submit reports and to complete non-billable end-of-contract activities.

## 12. COPYRIGHT

12.1. "Materials" means all items in any format and includes, but is not limited to data, reports, maps, charts, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, HTML code, films, tapes, and/or sound reproductions.

12.2. Unless otherwise provided in this Contract, all Materials produced under this contract shall be considered "works for hire," as defined by the U.S. Copyright Act and shall be owned by the County. The County shall be considered author of such Materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

12.3. In the event the Materials are not considered "works for hire," the Contractor hereby irrevocably assigns to the County all rights, title, and interest in all Materials, including intellectual property rights, moral rights, and rights of publicity, effective from the moment of creation of such Materials.

12.4. For Materials that are delivered under this Contract but that incorporate pre-existing materials not produced under this Contract, the Contractor hereby grants to the County, a nonexclusive, royalty-free, irrevocable license in such Materials, with rights to sublease to others. The County may translate, reproduce, distribute, prepare derivative works, publicly perform, and publically display such Materials. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to The County.

## 13. CORRECTIVE ACTION

13.1. The Contractor is required to meet all of the terms and conditions in these General Terms and Conditions, all terms and conditions in this Contract, and to perform as required in this Contract. Should a contract violation or a performance deficiency be identified by the County, the County may, at its sole discretion, provide the Contractor with a written notice requiring immediate corrective action, or terminate the contract.

13.2. If the County provides the Contractor with a written notice of corrective action, the Contractor must submit a corrective action plan within fourteen (14) calendar days from the date of the notice.

13.3. The County will approve or disapprove the Contractor's corrective action plan, in writing. If approved, the Contractor shall implement the plan and ensure correction of the deficiency. If the Contractor does not correct the deficiency, submit a corrective action plan within fourteen (14) calendar days, or the County deems the plan unsatisfactory, the County may terminate this Contract in whole or in part.

13.4. Notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, hand delivery, or by email, to the receiving party at the address listed on the signature

page, or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.

#### 14. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Contract may be signed electronically and exchanged by electronic transmission, including by email, and executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

#### 15. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency will be employed or retained to solicit or secure a contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. The County shall have the right, in the event of breach of this clause by the Contractor, to annul any contract without liability, or in its discretion, to deduct from this Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or seek such other remedies as are legally available.

#### 16. DUPLICATION OF COSTS

The Contractor certifies that work for services billed under this Contract does not duplicate any work to be charged to any other source.

#### 17. EMPLOYMENT VERIFICATION PROGRAM

17.1. If the amount of this Contract is equal to or greater than \$50,000, the Contractor shall enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) agreeing to participate in the E-Verify Program. The Contractor shall submit a copy of the MOU to the County prior to starting work under this Contract and shall verify employment eligibility using the E-Verify website throughout the term of this Contract.

17.2. If the Contractor has a subcontract in an amount equal to or greater than \$50,000 working in support of this Contract, the Contractor is responsible for ensuring that the sub-contractor provides a DHS MOU or proof of pending application within 30 days after this Contract start date.

17.3. Pre-employment searches must be conducted by the Contractor and its covered subcontractors prior to making offers of employment. Evidence of search results must be maintained in each employee's personnel file. Upon completion of this Contract, the Contractor shall provide the County with a written document certifying the authorized employment status of its employees and those of any sub-contractors assigned to the perform work under this Contract.

17.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: <http://www.uscis.gov/e-verify>.

18. ENTIRE CONTRACT

The parties agree that this Contract is the complete expression of the terms hereto, and any oral representations or understanding not incorporated herein are excluded. Except as otherwise provided in this Contract, any modification shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of Contract and cause for termination. The parties recognize that time is of the essence in the performance of this Contract. The parties agree that the forgiveness of non-compliance with any provision of this Contract does not constitute a waiver of the provisions of this Contract.

19. FEDERAL FUNDING REQUIREMENTS

19.1. Any federal funds received under this agreement will have a Catalog of Federal Domestic Assistance (CFDA) Number identified in the Contract. Contractors that receive federal funds shall comply with all grantor requirements including, but not limited to, those detailed or incorporated into this Contract and detailed in the Catalog of Federal Domestic Assistance. The Contractor certifies that it is aware of or will review the appropriate section of the CFDA, the relevant Code of Federal Regulations, and other documents referenced in either the CFDA or in this Contract that provide guidance to compliance with federal funding requirements.

19.2. If the Contractor receives federal funds, Contractor shall maintain a current registration in the System for Award Management (SAM) registry. Contractor shall also register for and maintain an active Dun & Bradstreet DUNS number.

19.3. If the Contractor receives federal funds, in awarding contracts pursuant to this Contract, the Contractor shall comply with all applicable federal, state, and local law for awarding contracts, including but not limited to procedures for competitive bidding required by 2 C.F.R. Part 200.

19.4. For contracts funded by the U.S. Department of Health and Human Services (HHS), Contractor shall disclose in writing, in a timely manner, to the County and to the HHS Office of Inspector General, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

19.5. If the Contractor receives federal funds, Contractor shall not:

19.5.1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

19.5.2. Procure a commercial sex act during the period of time that the award is in effect;

19.5.3. Use forced labor in the performance of the award or subaward under the award.

## 20. INDEMNIFICATION

20.1. The Contractor does release, indemnify and promise to defend and hold harmless the County, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims. This includes costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement.

20.2. The Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims that are brought against the County. This paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees, and agents.

## 21. INSURANCE

At the execution of this Contract, the Contractor shall provide the County with proof of the following insurance coverage. Proof shall be on an ACORD Certificate(s) of Liability Insurance. Each certificate shall show the coverage, deductible, and policy period.

### 21.1. COMMERCIAL GENERAL LIABILITY

\$1,000,000 in annually renewing occurrence-based Commercial General Liability (CGL) coverage or a Business Owners Policy (BOP) showing the broker of record, insurance limits, and renewal dates. The insurance must be maintained throughout the term of this Contract. In no event shall the deductible exceed \$5,000. A "Claims-Made Policy" is not acceptable. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims before renewal, the Contractor warrants and guarantees the coverage limits, to include indemnity and defense up to the listed limit, from its own resources regardless of coverage status due to cancellation, reservation of rights, or any other no-coverage-in-force reason. Coverage shall not contain any endorsements excluding nor limiting product/completed operations, contractual liability, or cross liability. The Contractor agrees that its policy is primary and also waives its right of subrogation.

Contractor agrees to endorse the County as an "Additional Insured" on the CGL or BOP policy with the following or similar endorsement providing equal or broader additional insured coverage: the CG2026 07 04 Additional Insured - Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured - Owners, Contractor, or the CG2010 07 04 Contractor, or Contractor

endorsement, including the “Additional Insured” endorsement of CG2037 10 01 Additional Insured - Owners, Contractor - Completed Operations, which shall be required to provide back coverage for the Contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured Endorsement shall read “Clark County Washington.”

#### 21.2. AUTOMOBILE LIABILITY

If vehicles are to be used in the performance of work under this Contract, the Contractor shall provide the County with proof of \$1,000,000 in annually renewing occurrence-based automobile coverage for all owned, used, or leased vehicles. The insurance must be maintained throughout the term of this Contract. If vehicles are not used, the Contractor shall provide the County with a written declaration on company letterhead, that no vehicles will be used in the performance of the Contract.

#### 21.3. FIDELITY INSURANCE

If the Contractor receives \$10,000 or more per year in funding from a granting agency, the Contractor shall provide the County with proof of Fidelity Insurance. The insurance must be maintained throughout the term of this Contract. Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds, or for issuing financial documents, checks, or other instruments of payment shall be insured to provide protection against loss. The amount of Fidelity coverage secured shall be either \$100,000 or the highest planned reimbursement for the contract period, whichever is lowest. Fidelity Insurance secured pursuant to this paragraph shall name Clark County as beneficiary.

#### 21.4. PROFESSIONAL LIABILITY

If the Contractor provides professional services under this Contract, the Contractor shall obtain and maintain a professional liability/errors and omissions insurance policy to protect against legal liability arising out of Contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence, with a \$3,000,000 aggregate, with a maximum deductible of \$25,000. It should be an occurrence-based policy. However, if the policy is a claims-made policy, then tail coverage must be provided for three (3) years after the end of the Contract or completion of the project. Moreover, the Contractor shall require any architect, engineer, land surveyor, or other licensed professional to obtain and maintain professional liability/errors and omissions insurance.

#### 21.5. ADDITIONAL INSURANCE REQUIREMENTS

All insurers must have an A.M. Best’s Rating of A-VII or better. The Contractor shall provide its own insurance protection at its own expense for any property (contents or personal property) maintained on its premises. In addition, Contractor shall insure the real property and all fixtures and improvements for its full insurable replacement value against loss or damage by fire and other hazards included within the term “extended coverage.” All policies and renewals on the

real property shall be in a form and with a carrier acceptable to Clark County. Clark County shall be the named insured. The address for all certificates shall be written as follows: Clark County Washington, Attention: Grants and Contracts, PO Box 9825, Vancouver, WA 98666-9825.

## 22. INTERPRETATION OF CONTRACT

This agreement contains the General Terms and Conditions agreed upon by the parties. In the event of an inconsistency or conflict appearing in this Contract, the following provisions apply:

22.1. The order of precedence is as follows:

22.1.1. Federal statutes and regulations

22.1.2. State statutes and regulations

22.1.3. Statement(s) of Work

22.1.4. Special Terms and Conditions

22.1.5. Clark County Public Health General Terms and Conditions, as now established or hereafter amended.

22.1.6. The Contractor's proposal

22.2. Where a term of these General Terms and Conditions conflicts with a term of an associated contract, the term of the associated contract controls. If such interpretation would violate a federal or state statute or contract agreement, the term shall be interpreted in a manner to comply with federal and state statutes and contract agreements.

## 23. LICENSING AND PROGRAM STANDARDS

The Contractor agrees to comply with all applicable federal, state, County, or municipal standards for licensing, certification, and operation of facilities and program, accreditation and licensing of individuals, and for any other applicable standards or criteria as specified in this Contract. The loss of any required accreditation license or other certificate shall be promptly reported to the County. The loss of a required license, certification, and/or accreditation will be grounds for termination of a contract by the County if the presence of the license or certificate is a legal prerequisite to performing a Contract service.

## 24. LIMITED ENGLISH PROFICIENCY

The Contractor shall comply with Executive Order No. 13166 and take necessary and appropriate actions to ensure that persons with Limited English Proficiency (LEP) have

meaningful access to, and equal opportunity to participate in services, activities, programs, and other benefits associated with this Contract.

## 25. NON-APPROPRIATION

25.1. In the event that funding to the County from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of a contract and prior to its normal completion, the County may immediately terminate this Contract in whole or in part by providing the Contractor notice.

22.2. Any notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, hand delivery, or by email to the receiving party at the address listed on the signature page, or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.

## 26. PAYMENT PROVISIONS

### 26.1. PROVISIONS FOR ALL CONTRACTS

26.1.1. No payment to the Contractor shall be made for any service performed by the Contractor that is not within the scope of this Contract.

26.1.2. In the event that federal, state, County, or independent auditors determine that the Contractor has requested and received payment from the County for expenses or services that are outside the scope of a contract and/or not allowed by law or County policy, the County may withhold or suspend payment to the Contractor until such time as disallowed costs are recovered and any corrective action process has been completed.

26.1.3. Unless otherwise provided in this Contract, no administration costs are allowed.

26.1.4. The Contractor may be required to submit invoices on a County-approved form accompanied by required reports and documentation.

26.1.5. Invoices shall be submitted to the County no later than the 15<sup>th</sup> of the month following the month when services were provided. Invoices shall adequately identify services being billed, the month and year of service, the contract number, and be categorized by statement of work/work order.

26.1.6. The County will make payment to Contractor as soon as practicable but not more than thirty (30) days after an invoice is received and approved by the County unless other payment arrangements are approved by the County.

26.1.7. For services that are also funded by a third party, the Contractor shall

provide a detailed cost itemization by cost center and funding source. Detail shall identify which service or work is funded by the County and which is funded by other parties.

26.1.8. The Contractor agrees to allow the County to make adjustments to the budget lines of this Contract when necessary and in the interests of both parties, provided the total contract amount remains unchanged.

## 26.2. PROVISIONS FOR COST REIMBURSEMENT CONTRACTS

Invoices shall adequately describe expenses incurred, identify the month and year of service and the contract number. The invoices shall be categorized by statement of work/work order, and be accompanied by adequate general ledger detail.

## 27. PROHIBITION AGAINST POLITICAL ACTIVITY AND RELIGIOUS ACTIVITY

27.1. The Contractor shall not use contract funds or identify contract funds in a manner supporting any partisan or nonpartisan political activity, or for any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election or any voter registration activity.

27.2. The Contractor shall not use program funds to support inherently religious activities such as religious instruction, worship, or proselytization. Contractor must take steps to separate, in time or location, inherently religious activities from the services funded under this Contract.

27.3. The Contractor agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, Chapter 15 of Title V, United States Code.

## 28. PROTECTION OF INDIVIDUAL RIGHTS

28.1. Clark County is an equal opportunity employer.

28.2. The Contractor shall comply with all federal, state, and local laws prohibiting discrimination on the basis of race, color, religion, creed, sex, national origin, age, marital status, the presence of any sensory, mental, or physical disability, HIV or Hepatitis C status, the use of a trained dog guide or service animal by a disabled person, sexual orientation/gender identity, veteran status or any other status protected by law.

28.3. In the event of the Contractor's non-compliance or refusal to comply, the County may terminate this Contract in whole or in part.

## 29. PUBLICITY

29.1. In all news releases and other public notices related to this Contract, the Contractor shall include information identifying the source of funds or other funding source as applicable, and Clark County.

29.2. Contractor shall not publish or use any advertising or publicity material in which Clark County's name is mentioned, other funding source as applicable, in which language used which may reasonably be inferred or implied, without the prior written consent of the County.

## 30. RECORDS RETENTION

30.1. Required records can be in any form as defined in RCW 42.56.010 and shall be retained for a period of at least six (6) years from the expiration or termination date of this Contract except as follows:

30.1.1. Records that are the subject of audit finding or a legal proceeding shall be retained for the minimum period or until such audit findings or legal proceeding has been resolved, whichever is later.

30.1.2. Records for real property and equipment shall be retained for the minimum period from the date of disposition, replacement, or transfer at the direction of the County.

30.1.3. This Agreement and all materials made available under or as a consequence of this Agreement may be public record as defined in RCW 42.56 and in the event of a public record request the parties shall cooperate to respond to the request. Any record with a longer retention schedule for purposes of public records disclosure shall be retained as required by the Revised Code of Washington (RCW).

30.2. If requested by the County and to the extent allowed by law, at the end of the records retention period Contractor shall return confidential information to the County or certify in writing the destruction of the confidential information.

## 31. RELATIONSHIP OF THE PARTIES

The Contractor, its agents, employees, officers, or representatives are not employees, agents, or representatives of the County for any purpose, and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees. The Contractor shall be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or others during the performance of any contract. The County shall not be responsible for the payment of federal taxes, Social Security taxes or Labor and Industries contributions for the Contractor. This agreement is executed for the benefit of the parties and the public generally. It is not intended nor may it be construed to create any third party beneficiaries.

32. SEVERABILITY

It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid. If deletion of the invalid provision substantially alters the intent, purpose, or effect of the Contract, or constitutes a failure of consideration, the Contract may be rescinded or terminated by the County. Nothing herein contained shall be construed as giving precedence to provisions of this agreement, Contract, any Statement of Work or any subcontract over any provision of the law.

33. SURVIVABILITY

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Contract shall so survive. Examples of terms that survive are records retention, fiscal audit, and indemnification requirements.

34. TOBACCO SMOKE

By signing this Contract, the Contractor certifies that it complies with 20 U.S.C. 7183, also known as the "Pro-Children Act of 1994," by not allowing smoking in any portion of any indoor structure routinely owned or leased or contracted for by the Contractor and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

35. TRAVEL

For contracts which allow travel reimbursement, Contractor shall comply with the Clark County Travel Policy. All mileage reimbursement requests shall include date, location, and event documentation or an event description, and mileage and rates. Payment for travel expenses will be made on a reimbursement basis only.

35.1. The following travel related expenses are allowable costs if incurred in conjunction with travel for the performance of work under contract with Clark County.

35.1.1. Actual costs of air, bus, train, taxi, tolls, car rentals and parking fees. Personal automobile usage will be reimbursed at the prevailing Clark County rate per mile.

35.1.2. Mileage shall be calculated from the Contractor's business location to the travel destination. In instances where personal automobile usage exceeds

the cost of airfare, reimbursement will be limited to the cost of traveling to the same destination by coach class airfare.

35.1.3. The actual cost of hotel accommodations at the single occupancy rate is an allowable expense when traveling on business required under this Contract. The lowest possible rate should be requested whenever possible. An itemized receipt is required with each reimbursement request.

35.2. It is expected that travel for business conducted in Vancouver, WA will be based upon the per diem rates established for the Vancouver, WA per diem locality, without regard to actual location of lodging.

### 36. WAIVER OF DEFAULT

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of any Contract or this document unless stated to be such in writing signed by an authorized representative of the County.