

|  |  |
| --- | --- |
| Agreement Number: |       |
| Purchase Order Number: |       |

**Universal Agreement**

**1. Purpose:** The purpose of this Agreement is to document the mutual understanding and respective obligations of the parties to facilitate the successful completion of the identified project or objective. This Agreement is by and between the Spokane Regional Health District, hereinafter referred to as SRHD, and the community partner identified in section 3 below, hereinafter referred to as Other Party.

**2. SRHD Program Information:**

|  |  |
| --- | --- |
| Originator (SRHD Employee): |       |
| Program: |       | BAC Code(s): |       |
| Email Address: |       | Phone: |       |
| Web Address: | www.SRHD.org | Federal Tax ID #: | 91-1527532 |

**3. Other Party Information:**

|  |  |  |  |
| --- | --- | --- | --- |
| Name: |       | Phone: |       |
| Contact Person:  |       | Email Address: |       |
| Physical Address: |       |
|  | City: |       | State: |       | Zip: |       |
| Mailing Address: |       |
|  | City: |       | State: |       | Zip: |       |
| Web Address: |       | Social Security #: |  |
| Federal Tax ID #: |       | DUNS #:  |       |
| For Federal Awards Only: | CFDA #:  |       | Title: |       |
| Award Name: |       | Federal Agency: |       |
| If an independent contractor or personal service contractor, did you retire from the Washington State Retirement System using the 2008 Early Retirement Factor? | [ ]  Yes [ ]  No [ ]  N/A |

**4. Attachments Applicable to this Agreement:**

[x]  Attachment A – Statement of Work [ ]  Attachment E – Federal Certifications

[ ]  Attachment B – Compensation [ ]  Attachment F – Circular A-133 Requirements (Subrecipient Only)

[x]  Attachment C – Standard Provisions [ ]  Attachment G – Terms and Definitions:

[ ]  Attachment D – Special Provisions [ ]  Other:

**5. Agreement Period and Amount:**

This Agreement shall commence on the start date indicated below and will continue in effect until the end date, unless terminated prior to that date in accordance with paragraphs 11 or 12 of *Attachment C –Standard Provisions*. If applicable, the Agreement Amount set forth below represents the estimated proportional financial contribution of the Other Party, with Estimate as the Condition. In the event there is actual monetary exchange, the true value will appear in Amount, with the appropriate Condition selected, and be set forth on *Attachment B-Compensation*.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Start: |       | End: |       |  | Condition: |       | Amount: | $       |

**By their signatures below, the parties agree to the terms of this Agreement:**

**Other Party Signature** (including legible name, title, and date) **SRHD Signature**

|  |  |
| --- | --- |
|  |  |

**Attachment A - Statement of Work**

**1. Purpose**

**2. Performance**

Other Party will:

1.

SRHD will:

1.

**Attachment B – Compensation**

1. **[ ]  Other Party Requirements:**
The Other Party shall submit a monthly or periodic invoice for hours worked/services rendered in accordance with *Attachment A – Statement of Work.* Invoice(s) must comply with the provisions of *Attachment C, paragraph 6 – Requirements to Obtain Payment,* and be submitted electronically by email or postal mailed to:

**Finance Department**Spokane Regional Health District
1101 W College Avenue
Spokane, WA 99201

AP@srhd.org

1. **[ ]  SRHD Requirements:**
SRHD shall submit a monthly or periodic invoice for hours worked/services rendered in accordance with *Attachment A – Statement of Work.* Invoice(s) will be submitted to:

1. **Spokane Regional Health District Internal Use Only:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Division Code** | **Program Code** | **Project Code** | **Grant\*** | **Grant Year\*** | **Amount** |
|       |       |       |       |       | $      |
|       |       |       |       |       |        |
|       |       |       |       |       |        |
|  |  | **Total** | $      |

\*Applicable only when assigned. See Account Codes.

**Attachment C – Standard Provisions**

**1. Hold Harmless**
Other Party expressly agrees to indemnify and hold harmless the SRHD and all of its Board members, directors, agents and/or employees from and against all claims, suits or actions and the costs, judgments, expenses and attorney fees in connection therewith arising from any intentional or negligent act or omission of the Other Party, or agents of the Other Party, while performing under the terms of this Agreement.

**2. Other Party Not Employee of the District**
By signing this agreement, the Other Party acknowledges that he/she is an independent Other Party and certifies that he/she is not a current SRHD employee or agent. This Agreement shall become null and void if the Other Party accepts employment with SRHD. The Other Party agrees not to make any claim, demand, or application to or for any right or privilege applicable to a SRHD employee including, but not limited to, worker’s compensation coverage, retirement membership or credit or any other benefit which would accrue to a civil service employee under Chapter 41.06 RCW. The Other Party shall be responsible for all federal and/or state tax, industrial insurance, unemployment insurance, and Social Security liability that may result from the performance of and compensation for these services. Each party will maintain comprehensive general liability insurance with limits of no less than $1,000,000 and automobile insurance for equipment and vehicles in their use with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

**3. Safeguarding of Personally Identifiable Information**
If applicable, the use or disclosure by any party of any information concerning an identified individual for any purpose not directly connected with the administration of this Agreement is prohibited except by written consent of the client, his/her attorney, or his/her responsible parent or guardian in compliance with state and federal laws. Federal HIPAA Title II regulations must be followed by all parties to this Agreement regarding privacy, confidentiality, and security of personally identifiable health data.

**4. Statutory and Regulatory Compliance**
The Other Party shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, guidelines and standards applicable to any service provided pursuant to this Agreement. The Other Party represents that he/she is fully qualified and possesses all necessary licenses to perform the services described in this Agreement.

**5. Changes and Modifications**
This Agreement may be changed or modified by the mutual agreement of the parties. Changes or modifications, including any associated changes to compensation, period of performance, or both, only become effective if set forth in writing and signed by both parties.

**6. Requirements to Obtain Payment**
If applicable, SRHD shall pay the Other Party an amount not to exceed the rate schedule for work performed when the invoice is submitted within 30 days of services rendered and contains:

* The agreement number and purchase order number
* Quantity of work performed in accordance with the Statement of Work and required attachments
* Dates of work performed
* Official company invoice or the signature of the Other Party

**7. Advance Payments Prohibited**
If applicable, there is to be no payment in advance or in anticipation of services or supplies to be provided under this Agreement.

**8. Ownership of Materials Developed**
If the Statement of Work calls for the development of materials, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the Other Party under this Agreement, excluding confidential client information, shall become the property of the SRHD.

**9. Right of Inspection**
The Other Party shall provide the SRHD the right of access to its facilities (excluding materials which are confidential under RCW 70.24.015, 70.24.022 or 70.24.105) at all reasonable times in order to monitor and evaluate performance, compliance and/or quality assurance under this Agreement.

**10. Non-Discrimination**
In the performance of this Agreement, the Other Party shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794f), Chapter 49.60 RCW, the Age Discrimination in Employment Act, and the Americans with Disabilities Act (P.L. 101-336), as now or hereafter amended. Nondiscrimination requirements include, but are not limited to:

Non-Discrimination in Employment: The Other Party shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, sexual orientation, creed, marital status, age, Vietnam era or disabled veterans’ status, or the presence of any sensory, mental, or physical disability. The Other Party shall take affirmative steps to ensure that employees are not discriminated against during employment. Such steps shall include, but are not limited to employment, upgrading, demotion, or transfer; recruitment or selection for training, including apprenticeships and volunteers.

Non-Discrimination In Client Services: The Other Party shall not deny any individual any services or other benefits provided under this Agreement, on the grounds of race, color, sex, religion, national origin, sexual orientation, creed, marital status, age, Vietnam era or disabled veterans’ status, or the presence of any sensory, mental or physical disability.

**11. Termination of Agreement with Cause**
This Agreement may be terminated for cause by either party at any time. Cause, as used in this paragraph, shall mean a material breach of one or more of the terms of this Agreement. Breach of the nondiscrimination terms set forth in paragraph 10 above may also result in a declaration of ineligibility for further agreements with SRHD.

Upon termination for cause, payment shall only be made for those services provided prior to the effective date of the termination of the Agreement. With respect to Agreements based on time and materials, payment will be made based on the proportion of work completed as determined by SRHD in its sole discretion.

**12. Termination of Agreement without Cause**
This Agreement may be terminated by either party without cause upon thirty days’ notice. Elimination or reduction of budget expenditure authority may lead to such termination.

Upon termination without cause, payment shall only be made for those services provided prior to the effective date of the termination of the Agreement. With respect to Agreements based on time and materials, payment will be made based on the proportion of work completed as determined by SRHD in its sole discretion.

**13. Conflict of Interest**
The SRHD may, by written notice to the other party, terminate this Agreement if it is found after due notice and examination by the SRHD that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW or any similar statute involving the other party in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated for a violation of this paragraph, the SRHD shall be entitled to pursue the same remedies against the other party as it could pursue in the event of a breach of this Agreement by the other party. The rights and remedies of the SRHD provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

**14. Maintenance of Records**
Books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement shall be maintained for a period of six years. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the SRHD.

**15. Treatment of Assets**
If the Other Party is using any SRHD assets, any property of the SRHD furnished to the Other Party shall, unless otherwise provided herein or approved by the SRHD, be used only for the performance of this Agreement.

The Other Party shall be responsible for any loss or damage to property of the SRHD which results from the failure on the part of the Other Party to maintain and administer that property in accordance with sound management practices.

Upon loss or destruction of, or damage to, any SRHD property, the Other Party shall notify the SRHD thereof and shall take all reasonable steps to protect that property from further damage.

The Other Party shall surrender to the SRHD all property of the SRHD prior to settlement upon completion, termination or cancellation of this Agreement.

Reference to the Other Party under this clause shall also include Other Party’s employees, agents or sub-vendors.

**16. All Agreements Contained Herein**
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**17. Severability**
If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid by a court of law, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision.

**18. Jurisdiction/Venue/Attorney’s Fees**
Except as otherwise provided in this Agreement, when a genuine dispute arises between the parties that require judicial decision, the jurisdiction and venue for such disputes shall be the Spokane County Superior Court and Washington law shall apply. In any such dispute, the substantially prevailing party shall be entitled to an award of reasonable legal fees and costs.

**19. Electronic Delivery and Signatures**

The parties agree that this Agreement may be entered into through electronic means, including the use of electronic signatures, and that the Agreement may be created, generated, sent, communicated, received and stored by electronic means. The parties further agree that this Agreement in electronic form or containing an electronic signature shall not be denied legal effect or enforceability solely because it is in electronic form.

**Attachment D – Special Provisions**

**1. [Title]**

**Attachment E - Federal Certifications**

All Spokane Regional Health District agreements that represent the use of federal dollars must assure the following certifications with subcontractors and vendors:

**1. Certification Regarding Lobbying**

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the federal government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the vending organization) certifies, to the best of his or her knowledge and belief, that:

a) 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 any 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 agreement, 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 agreement, grant, loan, or cooperative agreement.

b) If any funds other than federally 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 agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet can be found here: <http://www.whitehouse.gov/sites/default/files/omb/grants/sflllin.pdf>. The undersigned shall require that the language of this certification be included in the award documents for all agreements at all tiers (including sub-agreements, and agreements under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

**2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Instructions for Certification**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

a) By signing and submitting this proposal, the prospective Vendor is providing the certification set out below.

b) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this

covered transaction. The prospective Vendor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective Vendor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

c) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause of default.

d) The prospective Vendor shall provide immediate written notice to the department or agency to whom this agreement is

submitted if at any time the prospective Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this agreement is submitted for assistance in obtaining a copy of those regulations.

f) The prospective Vendor agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NWOI.

g) The prospective Vendor further agrees by submitting this agreement that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction,'' provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered

transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

i) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in

good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, NWOI may terminate this transaction for cause or default.

**3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions**

The prospective Vendor certifies to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b) Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

d) Have not within a three-year period preceding this agreement had one or more public transactions (federal, state or local)

terminated for cause or default.

**4. Certification Regarding Drug-Free Workplace Requirements**

The undersigned (authorized official signing for the vending organization) certifies that the Vendor will, or will continue to, provide a

drug-free workplace in accordance with 45 CFR Part 76 by:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a

controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees

for violation of such prohibition;

b) Establishing an ongoing drug-free awareness program to inform employees about

1. The dangers of drug abuse in the workplace;

2. The Vendor’s/’s policy of maintaining a drug-free workplace;

3. Any available 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;

c) Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a) above;

d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the agreement, the employee will—

1. Abide by the terms of the statement; and

2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the

workplace no later than five calendar days after such conviction;

e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or

otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every agreement officer or other designee on whose agreement activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any

employee who is so convicted—

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the

requirements of the Rehabilitation Act of 1973, as amended; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved

for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**5. Certification Regarding Program Fraud Civil Remedies Act (PFCRA)**

The undersigned (authorized official signing for the vending organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the vending organization will comply with the Public Health Service terms and conditions of award if an agreement is awarded.

6. **Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any

indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, 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, agreement, loan, or loan guarantee. The law also applies to children’s services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children’s services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

a) Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

b) By signing the certification, the undersigned certifies that the vending organization will comply with the requirements of the Act

and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

c) The vending organization agrees that it will require that the language of this certification be included in any sub-agreements

which contain provisions for children’s services and that all subrecipients shall certify accordingly.

d) The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

e) Where the prospective Vendor is unable to certify to any of the statements in this certification, such prospective Vendor shall attach an explanation to this proposal.