

Yakima County



Request for Qualifications and Proposals

No. C11201-P

For:

**System of Care Respite Services for Families with
Children with Severe Emotional Disorders**

*Prepared by:
Yakima City/County Purchasing
129 North 2nd Street
Yakima, WA 98901
509-575-6093*

July 23, 2012

**BOARD OF YAKIMA COUNTY COMMISSIONERS
NOTICE TO PROPOSERS RFQP C12101-P**

NOTICE IS HEREBY GIVEN by the undersigned that sealed Requests for Qualifications and Proposals will be accepted on **Thursday August 9, 2012 @ 11:00 a.m.**, in the Yakima County Commissioners Office, 128 North Second Street, Room 232, Yakima, Washington to contract with an applicant experienced in providing respite services for families of children under age 21:

SYSTEM OF CARE RESPITE SERVICES FOR FAMILIES WITH CHILDREN WITH SEVERE EMOTIONAL DISORDERS to provide respite services to families involved in the local system of care program, and be sensitive and responsive to cultural differences and special needs.

Proposals shall be:

- (1) Sealed.
- (2) Plainly marked: RFQP C12101-P SYSTEM OF CARE RESPITE SERVICES FOR FAMILIES WITH CHILDREN WITH SEVERE EMOTIONAL DISORDERS
- (3) Addressed: Yakima County Courthouse
Board of Yakima County Commissioners
Attn: Tiera Girard, Clerk of the Board
128 North Second Street, Room 232
Yakima, Washington 98901
- (4) Proposals must be in the Office of the Yakima County Commissioners on or before the due date of 11:00:00 a.m. on Thursday, August 9, 2012 and will be opened shortly thereafter across the street at City Hall Council Chambers, since City/County procurement functions are now merged.

Specifications may be seen at the office of the Purchasing Manager, City of Yakima, 129 North Second Street, Yakima WA and/or the office of Clerk of the Board of Yakima County Commissioners, Yakima County Courthouse, 128 North Second Street, Room 232, Yakima, WA.

Specifications may be obtained online at www.ci.yakima.wa.us/services/purchasing Click on Bid Openings.

The Board reserves the right to reject any and all bids, or parts thereof.

DONE this 20th day of July, 2012.

(Seal)

Tiera Girard, Clerk of the Board

Publish: *Yakima Herald-Republic*: July 23, 2012

Bill: Account # 149093

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YAKIMA COUNTY DEPT. OF HUMAN SERVICES

RFQP NO. C11201-P

1. PURPOSE:

The purpose of this Request for Qualifications and Proposals (RFQP) is to receive qualifications and proposals from an applicant experienced in providing respite services for families of children under age 21 involved in the local system of care program, and be sensitive and responsive to cultural differences and special needs; furthermore, children should receive services without regard to race, religion, national origin, sex, or physical disability. The children receiving this service must meet access-to-care standards and are enrolled in a community mental health program and might have behavioral and mental health challenges involving impulsiveness, poor self-control, constant activity, tantrums, and/or aggressiveness. Regardless, the families and surrogate families of children receiving this service shall be full participants in all aspects of the planning and delivery of the respite service.

- *To generate an overall sense of hope and well-being for families and the community resulting in safely maintaining high-risk youth in their homes and community and provide short-term assistance to parents/caregivers and children to avert prolonged or permanent removal of children from their homes through a cost-effective respite intervention and embrace the following core values:*
 - *Respite services should be child-centered, with the needs and strengths of the child and family dictating the types and mix of services provided.*
 - *Respite services should be community-based, with the focus of services as well as management and decision-making responsibility resting at the community level, always in partnership with the family.*

2. DEFINITIONS:

- A. Applicant The person or firm submitting the proposal.
- B. Authorization Criteria (access to care) Mental health services are provided to children and youth who may have limited social supports and impaired interpersonal functioning due to mental illness. An individual's natural support network is experiencing challenges, i.e., multiple stressors in the home; family or caregivers lack resources or have difficulty accessing entitlements (food, income, coupons, and transportation) or available community resources; language and/or cultural factors may pose barriers to accessing services. May be involved with one or more child serving systems requiring coordination.
- C. Services must meet medical necessity criteria. There must be a current DSM-IV-R diagnosis that reflects a demonstrated deficiency in adaptive functioning. The services provided must directly address specific preventative, diagnostic, therapeutic, rehabilitative or palliative needs of the individual.
- D. "Contract" means this County and the Contractor Contract on General Terms and Conditions and any Exhibits and other documents attached or incorporated by reference.

- E. “CFR” means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
- F. County Yakima County, Washington, and its Department of Human Services.
- G. Cultural Competence (WAC 388-865-0150) means a set of congruent behaviors, attitudes, and policies that come together in a system or agency and enable that system or agency to work effectively in cross-cultural situations. A culturally competent system of care acknowledges and incorporates at all levels the importance of language and culture, assessment of cross-cultural relations, knowledge and acceptance of dynamics of cultural differences, expansion of cultural knowledge and adaptation of services to meet culturally unique needs.
- H. “Debarment” means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- I. “Director” means the Director of the Yakima County Department of Human Services.
- J. “General Terms and Conditions” means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
- K. “Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- L. “Principals,” which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
- M. Qualification Packet The materials submitted by each Applicant in response to the RFQP, including all attachments.
- N.
- O. “RCW” means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
- P. Respite Service The provision of temporary care in the home or community to children or adolescents with emotional and/or behavioral special needs which provide relief to their caregiver. Such care will assist these children and youth being maintained in their home and community, and will provide an opportunity for age appropriate social and recreational activities. Respite creates greater opportunities for all family members to live actively and participate in community activities and allows parents or guardians time for themselves.
- Q. RFQP The Request for Qualifications and Proposals, including any amendments or other addenda hereto. In case of conflict between the proposal and exhibits, the RFQP governs.

- R. Selection Committee The RFQP Selection Committee is comprised of the RFQP Coordinator and other County staff or qualified persons.
- S. SOC Yakima Valley System of Care, a comprehensive and a coordinated network of mental health and other community-based services and supports organized to meet the challenges of youth who are at risk for out-of-home placement.
- T. “Subcontract” means a separate contract between the Contractor and an individual or entity (“Subrecipient”) to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.
- U. “USCA” means United States Code Annotated. All references to USCA chapters or sections in this Contract shall include any successor, amended, or replacement statute. The USCA may be accessed at <http://www.gpoaccess.gov/uscode/index.html>
- V. “WAC” means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.
- W. Target Population The target population is those children under the age of 21 whose emotional and/or behavioral special needs require constant attention from their caregivers. These behaviors, e.g. impulsiveness, poor self-control, constant activity, tantrums, aggressiveness, put these children at risk of being removed from their biological, adoptive or foster homes. Provision of respite is intended for children involved in the local system of care program.

3. RFQP ADMINISTRATION:

- A. Upon release of this RFQP, all applicant communication should be directed in writing to the RFQP Coordinator listed below. Any oral communications with other County employees will be considered unofficial and non-binding on the County.

B. RFQP Coordinator

Sue Ownby, Purchasing Manager
 City of Yakima/Yakima County
 129 No. 2nd Street
 Yakima, WA 98901
 Ph: 509-576-6695 Email: sownby@ci.yakima.wa.us

C. Preliminary RFQP Schedule

	Date
RFQP Released	July 23, 2012
Qualification Packets Due	August 9, 2012 at 11:00 A.M.
Analysis and Recommendation of Award	August 23, 2012
Approx. Proposed Start Date	TBD

The successful applicants will be offered the opportunity to enter into an agreement with the County to provide respite services to families involved in the local system of care program. Sample Agreement attached as EXHIBIT A.

For the County's own best interest, the Board of County Commissioners reserves the right to accept or reject any or all applications.

4. DEADLINE FOR DELIVERY OF QUALIFICATIONS:

One original proposal, with four complete copies, shall be sealed and must be delivered no later than **11:00 A.M. PST, August 9, 2012** to:

Yakima County Courthouse
Board of Yakima County Commissioners
Attn: Tiera Girard, Clerk of the Board
128 North Second Street, Room 232
Yakima, Washington 98901

Proposal packages must be marked: **RFQP No. C12101-P, SYSTEM OF CARE RESPITE SERVICES FOR FAMILIES WITH CHILDREN WITH SEVERE EMOTIONAL DISORDERS**

QUALIFICATIONS RECEIVED AFTER THE DUE DATE ABOVE WILL NOT BE ELIGIBLE FOR CONSIDERATION. THE DEADLINE WILL BE STRICTLY ADHERED TO. LATE PROPOSALS WILL NOT BE CONSIDERED. Proposals, which do not include all requested information, may be considered non-responsive. Proposals must be single spaced with one-inch margins, a 12-point font in the text, and stapled together in the upper left-hand corner.

5. SCOPE OF WORK SPECIFIC TO THIS RFP:

A. To develop and establish a process to access a network of quality respite services in Yakima County for children meeting access to care standards and are enrolled in a community mental health program. To work closely with child serving agencies in the identification and support for appropriate respite service options to meet the needs of youth who in addition to being enrolled in a community mental health program are either currently involved in, or are at high-risk for involvement in any of the child serving systems, i.e. juvenile justice, educational, substance abuse, and the child welfare system or are at-risk for out of home placement. Family and youth eligible for respite services are required to have respite service listed on their mental health treatment plan or wraparound plan of care.

B. STAFF QUALIFICATIONS

I. The Contractor shall insure the Program Supervisor has a minimum of a bachelor's degree with experience in the mental health field.

C. THE CONTRACTOR SHALL DESCRIBE THE FOLLOWING

I. The Referral Process to Access Respite Services

01. Family and Youth will make a request for respite to their mental health provider. The mental health provider receiving the request will fill out a request for respite and the level of respite being requested.

- a. The referent will then forward the request to Yakima County Systems of Care screener.
- b. The screener will then contact the contracted respite provider within 24 hours of receiving a referral for respite for In-Home Respite, Community Respite, Planned Respite, and Specialized Respite, to arrange for appropriate level of respite.
- c. Once appropriate respite is arranged the screener will then contact the referent and inform them that appropriate respite has been arranged, who the respite has been arranged with, location of the respite service, and time that respite will begin.

02. The mental health provider shall be responsible for arranging transportation to and from respite, if needed.

D. STAFF AND PROVIDER TRAINING CURRICULUM WHICH INCLUDES, AT A MINIMUM

- I. CPR and First Aid;
- II. Recognition and reporting of child abuse and neglect;
- III. Infectious disease control;
- IV. Interpersonal communication and effective listening;
- V. Limit setting and boundaries;
- VI. Impulse control and anger management;
- VII. Child and adolescent development;
- VIII. Conflict resolution;
- IX. Common DSM classifications and medications;
- X. Behavioral Management;
- XI. Community resources; and
- XII. Cultural competency.
- XIII. Training shall be provided quarterly for continuing education purposes; also programs shall include parents as trainers in the training process;
- XIV. Department policies.

E. CONTRACTOR RESPONSIBILITY

- I. The Contractor shall be responsible for the safety and welfare of the child while providing respite services. They may participate in case specific meetings, and participate actively in the development on any treatment plan while the child is receiving respite services.

F. CHILD AND FAMILY RIGHTS

- I. The Contractor shall have a written policy outlining clients' rights and responsibilities appropriate to this service. Families shall be notified of this policy at an appropriate time during the intake process. This policy shall include the following:

01. Informed Consent: All programs shall notify families of their right to participate in service and discharge planning, including the right to refuse or question any services offered.
 02. Confidentiality: All programs shall inform families of their right to confidential services. In addition, all clients should be encouraged to respect the confidentiality of others who are participating in the program. All clients and guardians must also be informed of the mandated reporting responsibilities of staff within the program.
 03. Grievance Procedure: A grievance policy which clearly outlines the grievance process will be established by each program. All clients shall be informed that this policy exists as part of their general rights and responsibilities.
- II. Access to Records: Families, upon request and within applicable statutory authority, will be provided with access to and/or copies of their records as they pertain to their receipt of respite services.

G. ENSURE DISCHARGE CRITERIA IS MET

- I. Families will be discharged from respite when one of the following:
 01. The family is not available or no longer desires respite service;
 02. The child has been placed outside of the home permanently;
 03. Respite services are no longer considered appropriate, e.g. health or safety factors.

H. LINKAGES AND COLLABORATIVE AGREEMENTS

- I. The Contractor shall work closely with Yakima Valley System of Care member agencies and other human service organizations to provide a coordinated and integrated service for each child and family receiving respite services. Service gaps and system barriers in providing an integrated respite service are brought to the attention of the Care Review Team of the Yakima Valley System of Care.

I. INCIDENT REPORTING

- I. Each Respite Provider shall maintain an internal Incident Reporting System. An incident report shall be completed for all respite related accidents, incidents, or unusual occurrences involving staff and/or families.
- II. Providers of respite programs are mandated reporters under the laws of the State of Washington. In accordance with this mandate, it is required that Respite Provider staff comply with the specific steps and tenets outlined by the applicable statute(s). At a minimum, respite providers must make a report to the Department of Children and Families Services and complete a report for any child that they suspect has been abused or neglected. The DCFS administrator should be notified if there is a serious injury or death of a child in their custody. They shall also be notified if there is an issue of the safety of one of their children.

J. QUALITY ASSURANCE PROGRAM

- I. Continuous Quality Improvement: In order to monitor and improve the quality of services provided by respite programs, an internal quality improvement plan shall be in place and shall include a review of the data collected in the Quarterly Report, the consumer satisfaction survey responses, and any pertinent cases that need focused review. This review of data indicators focuses on opportunities to improve the quality of care provided to respite clients. Also the program must meet the DCFS Performance Based Criteria requirements. Each respite program shall conduct periodic consumer satisfaction surveys. The information gathered shall be analyzed by the Program Director and considered as part of an overall continuous quality improvement Plan. The following should be incorporated in such surveys:
 01. When: Information (survey) must be collected at the end of services, and at the Agency's discretion, also to collect information at other points of service;
 02. How: The method of conducting satisfaction surveys, e.g., through the direct service staff, through other staff of the Agency, through the mail, by telephone, etc. However, whatever method/methods are used, there should be a benchmark of a 30% response rate.
- II. Universal Questions
 01. The satisfaction survey should be individualized to meet the needs of the provider and its services. However, the following standard questions shall be incorporated in all surveys:
 - (a) Have your concerns or complaints been responded to in a timely manner? (explain)
 - (b) Are you part of the decisions related to treatment planning? (explain)
 - (c) What did you find most helpful about the Respite Program? (explain)
 - (d) Do you have any suggestions to make the program more respectful of your culture and family? (explain)
 - (e) Are you kept informed by staff and the program about your child's behavior and progress?
- III. Cultural Competency
 01. In accordance with the core values and guiding principles of systems of care, respite programs shall be developed and implemented in a culturally competent manner per WAC 388-865-0150. Programs must assure that their policies, practices, staff recruitment, and service delivery are sensitive and responsive to the needs of culturally, racially, and linguistically diverse children and families. In conjunction with Continuous Quality Improvement, programs shall be cognizant of the ethnic, cultural, and socioeconomic subgroups in their respective areas and strive to obtain staff and establish community linkages which are representative of, and effectively support, the cultural, racial, and linguistic needs of clients. In addition, respite staff should participate in ongoing training and professional development concerning diversity and competence.

K. PERFORM RELATED RESPONSIBILITIES AS ASSIGNED

7. COMPENSATION:

A. \$300,000 is budgeted for one year.

8. EVALUATION BY SELECTION COMMITTEE:

A. All qualification packets will be screened to determine whether the minimum requirements of the RFQP are met. The Selection Committee (SC) will then evaluate those applications.

Proposal Requirements	Page limit	Total points
Cover letter with contact information for key contact person and signature of Executive Director/Chief Executive Officer	1	Not applicable
A. Executive Summary	1	5
B. Background of the Applicant: Applicant must demonstrate its experience, capacity, and ability to conduct a respite program for children with emotional or behavioral challenges and their families. (Additional pages may be attached, see Appendix, #G, below.)	2	15
C. Narrative 1. Applicant must demonstrate: i. Respite services are community-based, child-centered, and aligned with practices or models that build on the needs and strengths of the child and family. ii. Management and decision-making responsibilities rest at the community level and are implemented in partnership with the child and family. iii. Children will have access to comprehensive services addressing their physical, developmental, social, emotional, educational and recreational needs. iv. Children will receive individualized services through the development of an individualized respite plan reflecting the particular needs and potential of each child. v. Each child will receive services in an environment that is the least restrictive and most normal for his/her situation. vi. Families and caregivers of children in respite services will be full participants in all aspects of planning and services. vii. Respite Services will be case-managed and integrated for the children, with partnerships among appropriate agencies and programs that will benefit individual children and their families. viii. The rights of children will be protected and promoted through appropriate advocacy efforts. ix. Services will be provided without regard to race, ethnicity, religion, national origin, sex, physical disability, special needs, or other characteristics.	12	35

<p>Services will be provided in the language most comfortable for the child and with appropriate sensitivity to cultural differences and special needs.</p> <p>2. Levels for respite services: Applicant must describe the ability to safely, securely, and effectively serve children and families through the following models:</p> <ul style="list-style-type: none"> i. <u>In-home respite:</u> A temporary care provider comes to the home to provide services designed at keeping the child in the home. ii. <u>Community respite:</u> Provided by a local civic group, the faith community, or other community organizations, this type of respite provides a companion for a few hours of care once or twice a week. iii. <u>Planned respite:</u> Available to children outside the caregiver's home for up to two days and who have this specific service listed in their mental health treatment plan or wraparound plan of care. The intent of this service is to provide enrichment services. iv. <u>Specialized respite:</u> The child stays in a respite home for up to five days. <p>3. Timeline: Applicant must describe timeline for program implementation.</p> <p>4. Record keeping: Applicant must describe system for keeping program and financial records.</p> <p>5. Reporting requirements: Applicant shall submit to the Yakima Valley System of Care office the required statistical, financial, and programmatic reports necessary for establishing a monthly payment schedule, monitoring and evaluation, and establishing management information systems, such reporting shall include and not be limited to, service volume and performance-based measures. Report shall be submitted no later than the 10th of the month following the service.</p> <p>6. Policies and procedures: Applicant shall describe policies and procedures to safeguard confidentiality and reporting of child abuse or neglect.</p>		
<p>D. Recruitment and training, and assessment: Applicant must describe the method for:</p> <ul style="list-style-type: none"> 1. Recruiting respite providers; 2. The qualifications for each level; 3. The screening and training that will be conducted; <ul style="list-style-type: none"> i. Background checks; ii. Training topics; iii. Training hours; iv. Evaluation methods; and 	3	10

v.	Documentation procedures.		
E.	Monitoring and assessment of respite providers: Applicant must describe the approach planned for quality assurance, including the monitoring and assessment of providers, observations, family feed-back, and the assessment of child and family outcomes.	3	15
F.	Budget: Applicant must submit a budget not to exceed \$300,000 with adequate justification for each line item. Budget should be divided into personnel and non-personnel costs.	3	15
G.	Appendix: Applicant should include documentation in an appendix, without page limitation, that will assist in demonstrating the organization's capacity and qualifications for providing respite. Such documentation should include résumés of key staff, a copy of the most recent program audit, proof of insurance, and documentation of the legal status of the agency (e.g., non-profit status or incorporated business.) The applicant may also include summary descriptions of similar respite service efforts conducted by the applicant and letters of support.	Not applicable	5

9. POST EVALUATION EVENTS:

- A. The Selection Committee (SC) intends to complete contract negotiations with the successful applicant and execute the contracts within two weeks after receiving Qualification packets. In the event of a negotiation impasse with any provider, the SC reserves the right without penalty and at its sole discretion to:
 - I. Reject the provider's application and select the next best qualified provider; or
 - II. Take no further action to continue award of contracts under this RFQP; or
 - III. Reissue the RFQP with any changes SC deems appropriate.

10. APPLICANTS COST TO DEVELOP QUALIFICATION PACKET:

- A. Costs for developing qualification packets in response to the RFQP are entirely the obligation of the Applicant and shall not be chargeable in any manner to the County.

11. PUBLIC DISCLOSURE:

- A. Proposals shall become the property of Yakima County. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Vendor is making the claim and the RFP page it is found on must be identified. RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Vendors, Yakima County will not disclose RFP records until execution of the contract(s). At that time, all information about the

competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure. Yakima County will consider a Vendor's request for exemption from disclosure; however, Yakima County will make a decision predicated upon RCW 42.56.

12. PROTESTS:

- A. Any protest must be made in writing, signed by the protestor, and state that the Vendor is submitting a formal protest. The protest shall be filed with the Yakima City/County Purchasing Manager at 129 N. 2nd Street, Yakima, WA 98901, or emailed to sownby@ci.yakima.wa.us. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests before award shall be filed 5 days before the Response Due Date, and protests after award shall be filed 5 days after Award Announcement. The following steps shall be taken in an attempt to resolve the protest with the Vendor:
 - I. Purchasing Manager and Department Head of Solicitation try resolving the matter with protestor. All available facts will be considered and the City/County Purchasing Manager shall issue a decision. This decision shall be delivered in writing to the protesting Vendor.
 - II. If still unresolved, within 3 business days after receipt, the protest may be appealed to the Board of Yakima County Commissioners. The Board of County Commissioners shall make a determination in writing to the Vendor.
- B. Grounds for Protest
 - I. Only protests stipulating an issue of fact concerning the following subjects shall be considered:
 - II. A matter of bias, discrimination, conflict of interest;
 - III. Solicitation unduly constrains competition or contains inadequate or improper criteria;
 - IV. Errors in computing score;
 - V. Non-compliance with procedures described in the solicitation or County policy.
- C. Protest Determination
 - I. Each review and determination of the protest shall issue a decision that either:
 - 01. Finds the protest lacking in merit and upholds the award; or
 - 02. Finds only technical or harmless errors in the acquisition process and determines Yakima County to be in substantial compliance and therefore reject the protest; or
 - 03. Finds merit in the protest and provides options for correction, including, but not limited to, correcting the errors and re-evaluating the bids, reissuing the bid to begin a new process, or entering into an agreement that remedies the protest finding; or
 - 04. Makes other findings and determines other courses of action as appropriate.

- D. Only protests and complaints received within the required timeframe for protest action are accepted for consideration.
- E. Purchasing shall announce the successful Vendor via City/County Purchasing Website, email, regular mail, or by any other appropriate means. Once the announcement is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the Vendor received the information, but rather when the announcement is issued by Purchasing. Though every effort will be made by Purchasing to distribute the announcement to the interested Vendors, Purchasing is not responsible to assure that the Vendors receive the announcement. It is the responsibility of the Vendors to obtain the announcement from Purchasing.
- F. When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless Yakima County determines that one of the following applies:
 - I. The supplies or service to be contracted for are urgently required;
 - II. Delivery or performance will be unduly delayed by failure to make the award promptly;
 - III. A prompt award will otherwise be advantageous to Yakima County.
- G. If the award is made, the file must be documented to explain the basis for the award. Written notice of the decision to proceed shall be sent to the protestor and others who may be concerned.
- H. Yakima County retains the right to enter into any agreement and nothing herein shall be construed to limit that authority in any manner.

GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

1. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
2. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
3. **Billing Limitations:** Contractor shall maintain a written record of expenses and submit monthly invoices detailing expenses for reimbursement to: Yakima County Grants Management, 128 North 2nd Street, Room 30, Yakima, WA 98901-2639. The County shall pay the Contractor within 45 days after receiving an invoice and proper supporting documentation. All billings must be received no later than 60 days after the close of the contract to be considered for payment.

The decision to approve or deny payment of claims for services submitted after more than 60 days shall rest solely with the Human Services Director and the Director's decision shall be final and not capable of right to appeal.

4. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.
5. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the information.
6. **Disputes:** A Dispute Board shall determine Disputes between the parties in the following manner: Each party shall appoint one member to the Dispute Board. The members appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Contract terms, and applicable statutes and rules and make a determination. This process shall constitute the final administrative remedy available to the parties. Each party reserves the right to litigate issues and matters in court de novo.
7. **Documentation for Reimbursement Requests:** At the Contractor's first request for reimbursement, Yakima County Grants Management will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the contract will be acceptable. All back-up documentation must be available to the County and all other auditors, upon request. Reimbursement of expenditures for staff time spent on more than one source will require timesheets reflecting hours charged to the contract.

8. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.
9. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.
10. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

11. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
12. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and save harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
13. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 15 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 15, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with

the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

14. **Insurance:**
- A. The County certifies that it is insured as a member of the Washington Counties Risk Pool, and is otherwise self-insured, and can pay for losses for which it is found liable.
 - B. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and automobile liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall, provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under this Agreement.
15. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:
- A. Document performance of all acts required by law, regulation, or this Contract;
 - B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
 - C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
16. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW Chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.) In the event the Contractor violates this provision, the County may terminate this Contract immediately and bar the Contractor from performing any services for the County in the future.
17. **Order of Precedence:** In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- A. Applicable federal and State of Washington statutes and regulations;
 - B. Special Terms and Conditions of this Contract;
 - C. This Contract.

18. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material **which** the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
19. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
20. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.
21. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Director of the Department of Human Services or his assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subrecipient of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subrecipient be unable to satisfy its joint and several liability, the County and the Contractor shall share in the subrecipient's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the Contractor. This term shall not apply in the event of a settlement by either the County or the Contractor.
22. **Subrecipients:**
- A. General: If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Contract, the Contractor shall:
 - I. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - II. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of

contracts or grant agreements that could have a material effect on each of its federal programs;

- III. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - IV. Incorporate OMS Circular A-133 audit requirements into all agreements between the Contractor and its Subrecipients who are subrecipients;
 - V. Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;
 - VI. Comply with the applicable requirements of applicable Circulars defined under Circulars "Compliance Matrix" found in item 5. of the General Terms and Conditions and any future amendments to them, and any successor or replacement Circulars or regulations; and
 - VII. Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Nondiscrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Part 35 and Part 39. (See www.ojp.usdoj.gov/ocr for additional information and access to the aforementioned Federal laws and regulations.)
- B. Single Audit Act Compliance: If the Contractor is a subrecipient and expends \$500,000 or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
- I. Submit to the County contact person, listed on the first page of this Contract, the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - II. Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, and prepare a "Summary Schedule of Prior Audit Findings."
- C. Overpayments: If it is determined by the County, or during the course of the required audit, that the Contractor has been paid unallowable costs under this Contract, the County may require the Contractor to reimburse the County in accordance with appropriate applicable Circulars defined under Circulars "Compliance Matrix" found in item 5. of the General Terms and Conditions.
23. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
24. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days

written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

25. **Termination**

- A. Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on Page 1. If the Contractor fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including, but not limited to, the immediate termination of this Agreement.
- B. If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

26. **Title to Property:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Contract shall remain with the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Contract shall pass to and vest in the County. The Contractor shall take reasonable steps to protect and maintain all the County property in its possession against loss or damage and shall return the County property to the County upon Contract termination or expiration, reasonable wear and tear excepted.

27. **Treatment of Client Property:** Unless otherwise provided in this Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under this Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age 18 with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Contract, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

28. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the County.

29. **Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed as follows:

Contractor: Name of Contractor, Title
Business
Address
City, State Zip

County: Steve Hill, Director
Yakima County Dept. of Human Services
128 N 2nd Street, Room 102
Yakima, WA 98901-2639

SAMPLE

ATTACHMENT A**SPECIAL TERMS AND CONDITIONS****CERTIFICATIONS AND ASSURANCES**

In the event federal funds are included in this agreement, added by future amendment(s), or redistributed between fund sources resulting in the provision of federal funds, the following sections apply: “I. Federal Compliance” and “II. Standard Federal Assurances and Certifications”. In the instance of inclusion of federal funds as a result of an amendment, the Contractor may be designated as a “Subrecipient” and the effective date of the amendment shall also be the date at which these requirements go into effect.

1. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. (Refer to Catalog of Domestic Assistance number(s) cited in the “Payment” section of this contract for requirements specific to that fund source.) For clarification regarding any of these elements or details specific to the federal funds in this contract, contact:

Grant Compliance Director
Office of Grants Management
Yakima County
128 N. 2nd Street, B30
Yakima, WA 98901

1. **CIRCULARS ‘COMPLIANCE MATRIX’** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the County, as the primary recipient of federal funds, and then follow the funds to the subrecipient. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by subrecipient organization type.

COMPLIANCE MATRIX

ENTITY TYPE	OMB CIRCULAR		
	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments & Governmental Hospitals	A-102 & Common Rule	A-87	A-133
Non-Profit Organizations & Non-Profit Hospitals	A-110	A-122	A-133
Colleges or Universities & Affiliated Hospitals	A-110	A-21	A-133

2. **CITIZENSHIP/ALIEN VERIFICATION/DETERMINATION** - The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a “federal public benefit” must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements. Exemptions from the determination/verification requirement is afforded the following programs offered by the Department of Health: Family Planning, Breast & Cervical Health Program (BCHP), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), WIC Farmers Market Program, Immunization Programs, and Ryan White CARE Act programs and other communicable disease treatment and diagnostic programs.
 3. **CIVIL RIGHTS AND NONDISCRIMINATION** - During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.).
 4. **SINGLE AUDIT ACT** - A subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Circular A-133, as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Circular A-133.
2. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all agreements administered by Yakima County.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, 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 3-year period preceding this contract 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 contract 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 or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor 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

- I. The dangers of drug abuse in the workplace;
 - II. The contractor's policy of maintaining a drug-free workplace;
 - III. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - IV. 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 contract 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 contract, the employee will—
- I. Abide by the terms of the statement; and
 - II. 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) (II) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract 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) (II), with respect to any employee who is so convicted—
- I. 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
 - II. 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).

For purposes of paragraph (E) regarding agency notification of criminal drug convictions, Yakima County has designated the following central point for receipt of such notices:

Grant Compliance Director
 Office of Grants Management
 Yakima County
 128 N. 2nd Street, B30
 Yakima, WA 98901

3. 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 (nonappropriated) 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 contracting 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 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.
- 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 contract, 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 are included at the end of this application form.)
- C. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting 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 contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. 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, contract, 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.

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.

By signing the certification, the undersigned certifies that the contracting 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.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subrecipients shall certify accordingly.

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.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION

- A. By signing and submitting this proposal, the prospective contractor 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 contractor 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 contractor 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 contractor 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 contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor 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 contract is submitted for assistance in obtaining a copy of those regulations.
- F. The prospective contractor agrees by submitting this contract 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 SAMHSA.
- G. The prospective contractor further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by Yakima County, 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 Nonprocurement 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, SAMHSA may terminate this transaction for cause or default.

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

- A. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - I. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - II. Have not within a three-year period preceding this contract 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 contract 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;
 - III. 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)(II) of this certification; and
 - IV. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

- B. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

CONTRACTOR SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL (Also, please print or type name and title)	TITLE
ORGANIZATION NAME:	DATE

SAMPLE

ATTACHMENT B

SCOPE OF WORK

PURPOSE:

To transform our systems of care to provide coordinated, culturally and linguistically responsive, supports for all Yakima County families, children and youth experiencing emotional and behavioral challenges.

The Contractor shall:

1. Description of duties.
2. Continued
3. Continued

ATTACHMENT C

PROJECT/SERVICE*

Contractor

Description	BUDGET	Amount
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See Scope of Work for detailed description of duties.

TOTAL CONTRACT AMOUNT \$ 0

Please submit monthly bills by the 10th following service delivery with back-up documentation to:

**Yakima County Grants Management
128 N 2nd Street, Room B30
Yakima, WA 98901-2639**

*BUDGET LINE ITEM ADJUSTMENTS: The Contractor may request that the budget be adjusted up to 5% of the total annual contract amount between line items of cost based on written request from the contractor and approval from the County. Adjustments must be within existing line items in the contract for items already deemed necessary to the project.