

Spokane Regional Health District Vendor Agreement

AGREEMENT NUMBER

300-411-739

PURCHASE ORDER NUMBER

C300411739-2

PURPOSE

The purpose of this Agreement is to set out the terms and conditions upon which the parties to this Agreement shall provide the services set forth in "Attachment A – Statement of Work". This Agreement is by and between the Spokane Regional Health District, hereinafter referred to as "SRHD" and the party(s) whose name(s) appear(s) in #4 (Vendor Name and Address) below, hereinafter referred to as the "Vendor."

1. ORIGINATOR

Marion Lee

2. PROGRAM

Health
Promotion

3. PHONE NUMBER

509-324-3613

4. VENDOR NAME AND ADDRESS

Cheney Police Department
215 G. Street
Cheney, WA 99004

Contact person (if different from Vendor above) **Commander Richard Campbell / Sgt. Kelly Hembach**

5. FEDERAL ID OR SSN

91-6001236

6. DUNS NUMBER

7. AGREEMENT PERIOD

FROM: 10/01/2011 TO: 08/31/2012

8. AGREEMENT AMOUNT

\$2,866.50

9. NUMBER OF PAGES

10

STATEMENT OF WORK: See "Attachment A – Statement of Work"

COMPENSATION: See "Attachment B – Compensation"

SPECIAL PROVISIONS: See "Attachment C – Special Provisions"

STANDARD PROVISIONS: See "Attachment D – Standard Provisions"

FEDERAL CERTIFICATIONS: See "Attachment E – Federal Certifications"

BY THEIR SIGNATURES BELOW, THE PARTIES AGREE TO THE TERMS OF THIS AGREEMENT

VENDOR'S SIGNATURE

Mayor Tom Trulove

DATE

9/20/11

PRINT NAME AND TITLE

Tom Trulove, Mayor

PHONE NUMBER

509-498-9203

SRHD'S SIGNATURE

DATE

9/22/11

PRINT NAME AND TITLE

Lloyd Lee Smith, Administrator

PHONE NUMBER

509-324-1518

STATEMENT OF WORK

The Cheney Police Department will conduct monthly emphasis patrols enforcing **pedestrian** laws from **October 2011 through February 2012**. Monthly shift schedules, lengths, locations and specific **pedestrian** laws enforced are the discretion of the law enforcement jurisdiction. Total amount to be reimbursed for **pedestrian** emphasis patrols is not to exceed **\$1,592.50**.

The Cheney Police Department will also conduct monthly emphasis patrols enforcing **bicycle** laws from **May 2012 through August 2012**. Monthly shift schedules, lengths, locations and specific **bicycle** laws enforced are the discretion of the law enforcement jurisdiction. Total amount to be reimbursed for **bicycle** emphasis patrols is not to exceed **\$1,274.00**.

Contact logs / stat sheets will be provided to the Spokane Regional Health District at the end of the contract period tracking contacts, outcomes, and numbers of educational materials distributed.

Educational efforts will include dissemination of the 'Stickman Knows' educational materials provided by the Spokane Regional Health District.

The final invoice must be received by the Spokane Regional Health District no later than September 31, 2012.

**ATTACHMENT B
COMPENSATION**

COMPENSATION

The Vendor shall submit a monthly or periodic invoice for hours worked/services rendered in accordance with "Attachment A – Statement of Work". Said invoice(s) must comply with the provisions of "Attachment D, paragraph 6 – "REQUIREMENTS TO OBTAIN PAYMENT", and be submitted to:

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

Division Code	Program Code	Project Code	Grant	Grant Year	Amount
300	411	33202501	DOT TE	NA	\$2,886.50
				Total	\$2,866.50

<p>Are you an independent contractor or personal service contractor who retired from the Washington State Retirement System using the 2008 Early Retirement Factor?</p> <p style="text-align: center;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </p>	
<p>VENDOR SIGNATURE</p>	<p>DATE</p>

Special Provisions

Standard Provisions

1. HOLD HARMLESS

Vendor 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 attorneys fees in connection therewith arising from any intentional or negligent act or omission of the Vendor, or agents of the Vendor, while performing under the terms of this Agreement.

2. VENDOR NOT EMPLOYEE OF THE DISTRICT

By signing this agreement, the Vendor acknowledges that he/she is an independent Vendor and certifies that he/she is not a current SRHD employee or agent. This agreement shall become null and void if the Vendor accepts employment with SRHD. The Vendor 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 Vendor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services.

3. SAFEGUARDING OF PERSONALLY IDENTIFIABLE INFORMATION

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 Vendor 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 Vendor represents that s/he is fully qualified and possesses all necessary licenses to perform the services described in this Agreement.

5. CHANGES AND MODIFICATIONS

The SRHD may, at any time, by written notification to the Vendor, make changes within the general scope of the services to be performed under the Agreement. A written Agreement Amendment reflecting such change shall be executed by the parties. An equitable adjustment in cost or period of performance, or both, may be made, if required by the change.

6. REQUIREMENTS TO OBTAIN PAYMENT

SRHD shall pay the Vendor an amount not to exceed the rate schedule for work performed when the submitted invoice 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 Vendor

7. ADVANCE PAYMENTS PROHIBITED

There is to be no payment in advance or in anticipation of services or supplies to be provided under this agreement.

8. A-133 REQUIREMENTS

Subrecipients shall adhere to the federal office of management and budget (OMB) circular A-133 as well as all applicable state statutes and regulations.

A subrecipient who expends \$300,000 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.

9. OWNERSHIP OF MATERIALS DEVELOPED

All finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the Vendor under this Agreement, excluding confidential client information, shall become the property of the SRHD.

10. RIGHT OF INSPECTION

The Vendor 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 on behalf of the SRHD.

11. NON-DISCRIMINATION

In the performance of this Agreement, the Vendor 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, 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 Vendor 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 Vendor shall take affirmative steps to ensure that employees are not discriminated against during employment. Such steps

shall include, but not be limited to employment, upgrading, demotion, or transfer; recruitment or selection for training, including apprenticeships and volunteers.

NON-DISCRIMINATION IN CLIENT SERVICES: The Vendor 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.

12. TERMINATION OF AGREEMENT WITH CAUSE

This Agreement may be terminated by the SRHD at any time with cause when SRHD deems in its sole discretion that non-compliance has occurred. If this Agreement is so terminated, the SRHD shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

In the event of the Vendor's noncompliance or refusal to comply with the above referenced nondiscrimination statutes, this Agreement may be rescinded, canceled or terminated in whole or in part and the Vendor may be declared ineligible for further agreements with the SRHD. The Vendor shall, however, be given a reasonable time in which to cure this noncompliance.

In agreements based upon time and materials there must be equity as determined solely by the SRHD between percent of payment made and percent of service completed.

13. TERMINATION OF AGREEMENT WITHOUT CAUSE

This Agreement may be terminated with 30 days notice by the SRHD at any time without cause when it deems in its sole discretion such termination to be in the best interest of the SRHD or the District's clients. If this Agreement is so terminated, the SRHD shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination. Elimination or reduction of budget expenditure authority may lead to such termination.

14. CONFLICT OF INTEREST

The SRHD may, by written notice to the vending 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 42.42 RCW or any similar statute involving the Vendor in the procurement of, or performance under, this agreement.

In the event this agreement is terminated as provided above, the SRHD shall be entitled to pursue the same remedies against the vending party as it could pursue in the event of a breach of the agreement by the vending 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.

15. 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.

16. TREATMENT OF ASSETS

Any property of the SRHD furnished to the Vendor shall, unless otherwise provided herein or approved by the SRHD, be used only for the performance of this agreement.

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

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

The Vendor shall surrender to the SRHD all property of the SRHD prior to settlement upon completion, termination or cancellation of this agreement.

Reference to the Vendor under this clause shall also include Vendor's employees, agents or Sub-Vendors.

17. 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.

18. 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.

19. JURISDICTION/VENUE/ATTORNEY'S FEES

Except as otherwise provided in this agreement, when a genuine dispute arises between the SRHD and the Vendor that requires 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 attorney's fees and costs.

Federal Certifications

All Spokane Regional Health District agreements that represent the use of federal dollars must assure the following certifications with 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 (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 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 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 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 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, NWOI may terminate this transaction for cause or default.

3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

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

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

2) 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;

3) 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

4) 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 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 a 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.

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 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.

The vending organization agrees that it will require that the language of this certification be included in any subagreements 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.

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.