

BASIC TERMS AND CONDITIONS AMENDMENT

BETWEEN

SNOHOMISH COUNTY

AND

**ARLINGTON SCHOOL DISTRICT**

THIS AMENDMENT to the Basic Terms and Conditions between the parties hereto (the "Amendment") is entered into by and between Snohomish County, a political subdivision of the State of Washington, on behalf of its Human Services Department, hereinafter referred to as "County," and Arlington School District hereinafter referred to as "Contractor." New sections are shown in italics and are also indicated by a bracketed note; amendments to already-existing sections of the Basic Terms and Conditions are shown in legislative history form.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. PURPOSE OF AMENDMENT

It is the purpose of this Amendment to update the Basic Terms and Conditions HSD-2009-038-053 which may be incorporated by reference into subsequent contracts between the County and the Contractor for social and health services funded in whole or in part by or through the County. The Basic Terms and Conditions and this Amendment thereto have no independent force or effect.

II. *COMPLIANCE WITH SNOHOMISH COUNTY HUMAN RIGHTS ORDINANCE [New Section]*

*Snohomish County Code Chapter 2.460 implements the Snohomish County Human Rights Ordinance in an effort to protect against discrimination in employment, credit transactions, public accommodations, housing, county contracting and county services within unincorporated Snohomish County and consenting county municipalities. All requirements of Chapter 2.460 SCC shall be incorporated into any Contract by this reference.*

A. *By signing this Amendment and any Contract, the Contractor certifies that it is in compliance and shall comply during the term of any Contract with Chapter 2.460 SCC.*

B. *If the Contractor is found to have violated Chapter 2.460 SCC, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to that chapter, the Contract may be subject at the County's discretion to a declaration of default and termination.*

III. SIGNATURE AUTHORIZATION FORMS [New Section]

*The Contractor shall submit a Signature Authorization Form annually and upon request from the County. The Signature Authorization Form shall reflect the authorized signatory(ies) of the Contractor for applications, contracts, amendments, and monthly expenditures reports and requests for reimbursement. The Signature Authorization Form shall also designate the email address for the authorized recipient(s) of contracts and amendments from the County. Changes to signature authority of the Contractor shall require that an updated Signature Authorization Form be submitted to the County.*

IV. DEBARMENT AND SUSPENSION [Amendment to Section VII]

All Contracts awarding federal resources are subject to the provisions of federal Executive Order 12549 and federal Executive Order 12689, "Debarment and Suspension," including any amendments, as follows:

- A. Contractors and Subcontractors must not make any award or permit any award (contract or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under federal Executive Order 12549 and federal Executive Order 12689, "Debarment and Suspension." Contractors shall consult and require their Subcontractors at any tier, when charged as direct cost, to consult the consolidated list of "Parties Excluded from Federal Procurement and/or Nonprocurement Programs" to assure that they do not award federal grant funds to listed parties in violation of the federal Executive Orders.
- B. If a Contractor believes that there are compelling reasons for making an award to a debarred, suspended, or voluntarily excluded person in a particular case, the Contractor may apply for a waiver from this requirement, pursuant to federal Executive Order 12549. Such waivers will be granted only in unusual circumstances upon the written determination, by an authorized federal agency official, of the compelling reasons justifying the participation.
- C. The Contractor, by signature to this ((Agreement)) Amendment and to each Contract into which it enters, certifies that the Contractor is not now or then presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in ((this Agreement or that)) any Contract by any federal department or agency. ((~~The Contractor also agrees to include the above requirement in all Subcontracts into which it enters, resulting directly from the Contractor's duty to provide services under this Agreement or any Contract.~~))
- D. The Contractor also agrees to include the following required language in all Subcontracts into which it enters, resulting directly from the Contractor's duty to provide services under any Contract:

LOWER TIER COVERED TRANSACTIONS

- 1. The lower tier subcontractor certifies, by signing this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment,

declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. When the lower tier subcontractor is unable to certify to any of the statements in the contract, such subcontractor shall attach an explanation to the contract.

V. NONDISCRIMINATION AND AFFIRMATIVE ACTION [Amendment to Section XIII]

During the performance of any Contract, the Contractor and its Subcontractor(s), if any, shall comply with federal and state laws against discrimination including, where applicable, the state funding agency's nondiscrimination plan. Nondiscrimination requirements include, but are not limited to:

E. Nondiscrimination in Employment:

1. The Contractor and its Subcontractor(s), if any, shall not discriminate against any employee or applicant for employment on the basis ((of)) of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or other veterans' status, or mental or physical handicap.
2. The Contractor and its Subcontractor(s), if any, shall take affirmative action to ensure that employees are treated without discrimination on the basis of race, color, sex, sexual orientation, religion or national origin, creed, marital status, age, Vietnam era or other veterans' status, or mental or physical handicap. Such action shall include, but not be limited to, the following: promotion, demotion, transfer, termination, recruitment, advertising, training, apprenticeships, and rates of pay or other forms of compensation and benefits.
3. The Contractor and its Subcontractor(s), if any, shall agree to post in a conspicuous place available to employees and applicants, employment notices provided by the County setting forth the provisions of this nondiscrimination clause.
4. All solicitations, advertisements, or announcements for employees, volunteers, and board or advisory committee members will include reference to the Contractor's policy of nondiscrimination and affirmative action. Classified advertisements shall include the initials "EEOC/AA". All other solicitations, advertisements, or announcements shall include the following statement:

*All qualified applicants will receive consideration without regard to race, color, sex, sexual orientation, religion or national origin, creed, marital status, age, Vietnam era or other veterans' status, or mental or physical handicap.*

5. Contractors with fifty (50) or more employees and government contracts of \$50,000 or more in federal funds are required by Executive Order 11246 to develop and implement a written affirmative action program. The County shall provide affirmative action guidelines to the Contractor to assist in the formulation of such a program. The Contractor shall submit to the County a plan for an affirmative action program for approval prior to the award of funding. All qualified applicants for employment with the Contractor will receive consideration without regard to race, color, sex, sexual orientation, religion, national origin, creed,

marital status, age, Vietnam era or other veterans' status, or mental or physical handicap.

6. All Subcontracts awarded in excess of \$10,000 by the Contractor or any Subcontractor shall contain a provision requiring compliance with federal Executive Order 11246 entitled "Equal Employment Opportunity," as amended by federal Executive Order 11375, and supplemented by 41 CFR Chapter 60.

F. Nondiscrimination in Client Services:

1. For qualified individuals, the Contractor and its Subcontractor(s), if any, shall not on the grounds of race, color, sex, sexual orientation, religion, creed, national origin, marital status, age, Vietnam era or other veterans' status, or mental or physical handicap:
  - a. Deny, restrict, limit, or treat differently the participation in and the delivery of services and/or benefits made available to others; or
  - b. Employ criteria or methods of (i) selection of recipients, individually or as a class or (ii) administering services and/or benefits that have the effect of subjecting individuals to discrimination or unequal treatment.
2. The Contractor and its Subcontractor(s), if any, shall abide by all provisions of Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, 87 Stat. 355) (the "Rehabilitation Act"), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, codified at 42 U.S.C. § 12101 et seq.) (the "ADA"), and any amendments, prohibiting discrimination against handicapped persons.
3. If assignment or subcontracting has been authorized by the County, the terms required in this Agreement and any additional appropriate safeguards against discrimination shall be included in the assignment or the Subcontract and shall be binding upon the Subcontractor in order to prohibit discrimination or unequal treatment. The Contractor shall ensure full compliance with the provisions of this clause.

VI. RIGHTS IN DATA [Amendment to Section XX]

All documents, program materials, books, manuals, films, reports, fiscal, and other data developed by the Contractor under ~~((this Agreement or))~~ any Contract shall be for the common use of the Contractor ~~((and))~~, the County and the entity providing the funds for any Contract, subject to the limitations herein or by further agreement of the parties, including the following:

- A. The Contractor shall not seek patent rights, or produce inventions, original books, manuals, films, or other patentable or copyrighted materials created or developed with funds provided by any Contract without the approval of the County. As to the latter, the Contractor acknowledges the County's rights (a) to ownership and protection of the public interest in such intellectual property; and (b) to negotiate agreements for reasonable royalty fees, administration, and protection of existing and future rights. The Contractor shall not affix any restrictive markings upon any

data produced with funds from any Contract, and if such markings are affixed, the County shall have the right to modify, remove, or ignore such markings.

- B. The County may duplicate, use, and disclose in any manner and for any purposes whatsoever, and have others so do, all data delivered under a Contract. If a Contract results in any copyrightable material or inventions, the County and the entity providing the funds for that Contract reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials covered by copyright for governmental purposes, PROVIDED, that with respect to data not originated in the performance of the Contract, such license shall be only to the extent that the Contractor has the right to grant such license without becoming liable to pay compensation to others because of such grant. The Contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under a Contract, of all invasions of right or privacy contained therein and of all portions of such data copied from work not composed or produced in the performance of the Contract and not licensed under this clause. The Contractor shall report to the County promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under a Contract.
- C. All books, informational pamphlets, press releases, research reports, articles, and similar public notices prepared and released by the Contractor for the services provided by this Agreement shall include the statement, "This project receives funding from the Snohomish County Department of Human Services." In addition, all such notices will contain a statement acceptable to the County that the aforementioned project complies with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., the ADA, and the Rehabilitation Act.

VII. DRUG-FREE WORKPLACE [Amendment to Section XXXVII]

The Contractor shall maintain a workplace that is free from alcohol and drug abuse as required by the Drug-Free Workplace Act of 1998, Pub. L. No. 105-277, 112 Stat. 2681, as amended.

VIII. ~~((POLITICAL ACTIVITIES PROHIBITED))~~ LOBBYING AND CERTIFICATION  
[Amendment to Section XLII]

- A. The requirements of 31 U.S.C. § 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," and related subsections of the Code of Federal Regulations implemented for funding authorities, apply to federal contracts, grants and cooperative agreements EXCEEDING \$100,000 in total costs (see 45 CFR § 93.110(a)(1)).
- B. No federal funds awarded under any Contract may be used to provide assistance in connection with any election or any voter registration activity. No federal funds may be used for working for or against ballot measures, or for or against the candidacy of any person for public office.
- C. The Contractor certifies to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor,

to any person for influencing or attempting to influence an officer or employee of a federal agency, 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. If any funds other than federal appropriated funds have or will be paid for the purposes stated above, the Contractor must file a disclosure form in accordance with 45 CFR § 93.110.

- D. The Contractor shall include a clause in all Subcontracts restricting Subcontractors from lobbying in accordance with this section and requiring Subcontractors to certify and disclose accordingly.

**IX. PREVIOUS VERSION APPLIES**

Except as amended or supplemented herein, all other terms of the Basic Terms and Conditions Agreement referenced on page 1 of this Amendment apply.