

PACIFIC HOSPITAL PRESERVATION & DEVELOPMENT AUTHORITY

GRANT CONTRACT

This contract (the "Contract") is entered into this ____ day of _____, 201_, by and between the Pacific Hospital Preservation & Development Authority ("PHPDA") and _____ (the "Contractor")

Contract summary:

Name of organization:

Address:

Project Title:

Contract amount:

Contract start date:

Contract end date:

1. Term

This Contract shall commence on the contract start and end date outlined above, unless terminated earlier, pursuant to the terms and conditions of the Contract. Such period shall be referred to as the "Term."

2. Scope of Work and Incorporation of Exhibits

The Contractor shall provide services set forth in the Contractor's project proposal as accepted by the PHPDA (hereinafter, the "Project") and attached hereto as Exhibit A and incorporated herein by this reference. The Contractor shall comply with the requirements set forth in the following attached exhibits, which are incorporated herein by reference:

Exhibit B: Quarterly Report Form

Exhibit C: Final Report Form

Exhibit D: Budget/Financial Report Form

Exhibit E: Budget Narrative

3. Termination

Subject to Section 13 (Corrective Action), the PHPDA may terminate or suspend this Contract, in whole or in part, upon seven (7) days advance written notice to Contractor in the event that: (1) the Contractor materially breaches any duty, obligation or service required pursuant to this Contract, or (2) the duties, obligations or services required herein become impossible, illegal or not feasible.

If the termination results from any act or omission of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall

return to the PHPDA any funds, misappropriated and/or unexpended, which have been paid to the Contractor by the PHPDA. Contractor shall return such funds within five (5) business days of receipt of notice of termination and request for return of funds. Funds shall be returned to the PHPDA by wire, certified check, or cashier's check.

4. Compensation and Method of Payment

The PHPDA shall provide funding to the Contractor in the amount of \$_____ for the Project. Funds are payable in (one/two) installment(s). The (first) payment will be made the first week in _____ or as soon as the contract has been executed, whichever is later.

The Contractor shall apply the funds received from the PHPDA under this Contract in accordance with the budget in Exhibit D. The Contractor must receive prior approval from the PHPDA for an amendment to Exhibit D when the cumulative amount of transfers among the budget categories is expected to exceed 5% of the contract amount. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Smaller budget amendments not requiring pre-approval must still be explained in financial reports.

All grant funds must be expended by the end of the contract term and any unexpended funds must be returned to PHPDA. During the first three quarters of the Term, the Contractor may propose reasonable budget and/or scope of work changes to the PHPDA. The PHPDA shall have the sole and exclusive discretion to approve any requested changes and any such approved changes must be set forth in an amendment to this Contract. The PHPDA will not accept changes to the budget and/or scope of work in the fourth quarter of the Term.

If travel costs are contained in Exhibit C, the mileage rate allowed by the PHPDA shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. Please reference the federal website for current rates: www.gsa.gov.

5. Internal Control and Accounting System

The Contractor shall establish and maintain a system of accounting and internal controls which complies with generally accepted accounting principles promulgated by the Financial Accounting Standards Board (FASB), the Government Accounting Standards Board (GASB), or both as applicable to the Contractor's form of incorporation.

6. Debarment and Suspension Certification

Contractor, by signature of this Contract, certifies that the Contractor is not presently debarred, suspended or proposed for debarment by any governmental entity. The Contractor agrees to notify PHPDA in the event it, or a subcontractor, is debarred, suspended or proposed for debarment by any governmental entity.

7. Maintenance of Records

The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the PHPDA for six (6) years to ensure proper accounting for all contract funds and compliance with this Contract. Medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, and standard medical records practice. If the Contractor ceases operations

under this Contract, the Contractor shall be responsible for the disposition and maintenance of such medical records. Contractor acknowledges that records may be subject to disclosure under the Public Records Act, Chapter 42.56 RCW. The PHPDA will provide notice to Contractor of any requests that may affect Contractor’s records.

8. Reporting and Evaluation

All reports are due through our online grant system and are referred to as “follow ups.”

Quarterly Report(s (Exhibit B)): Contractor shall submit a narrative progress report of up to 5,000 characters to PHPDA 10 business days after the end of each quarter, until the contract ends or the project is complete.

Final Project Report (Exhibit C): Contractor shall submit a final project report to PHPDA . The report is due within one month of the end of the Project Term. If Contractor completes the Project before the end of the Contract Term, the Final Report is due within one month of the completion of the project.

Financial Report (Exhibit D): Contractor shall submit a final financial report . The report is due within one month of the end of the Project Term. If Contractor completes the Project before the end of the Contract Term, the Financial Report is due within one month of the completion of the project.

Other: Contractor shall comply with requests for any additional information or reports relevant to the Contract or provision of funded services that may be requested at any time by the PHPDA during the Term.

CONDITION	FORMAT	DUE DATE
Contract Period Begins	Grant check sent by PHPDA	TBD based on cycle #
Certificate of Insurance	Submitted via online grants system	TBD based on cycle #
1st Quarter Report	Submitted via online grants system	TBD based on cycle #
2nd Quarter Report	Submitted via online grants system	TBD based on cycle #
3rd Quarter Report	Submitted via online grants system	TBD based on cycle #
Final Project Report (Exhibit B)	Submitted via online grants system	TBD based on cycle #
Financial Report (Exhibit C)	Submitted via online grants system	TBD based on cycle #

All reports are due on the dates listed above or the next business day.

9. Site Visits and Monitoring

The Pacific Hospital PDA may conduct a site visit/monitoring review during the Term. The Contractor shall host such a visit on a mutually agreeable date. The site visit may include any combination of a review of fiscal, administrative, and programmatic components. Key personnel involved in implementation of the Project should be available. If requested by the PHPDA, Contractor shall prepare an action plan, implement corrective measures, and establish agreed timelines for addressing PHPDA concerns.

The PHPDA reserves the right to audit all supporting financial documentation of grant fund expenditures. If any expenses are found to be unallowable or without justification or documentation, as determined in the PHPDA’s sole discretion and with reference to the attached budget, the PHPDA reserves the right to

terminate the Contract pursuant to Section 3 of this Contract and/or to require that the Contractor return to the PHPDA the funds issued.

10. Publicity and materials

Contractor shall acknowledge in all promotional, informational, and educational materials developed under this grant that funding was received from the PHPDA. Additionally, Contractor will acknowledge in any publicity given to this grant that funding was received from the PHPDA. Contractor shall enclose copies of any publicity or reports to the PHPDA.

11. Compliance with the Health Insurance Portability and Accountability Act (HIPAA)

Neither party to this Contract shall use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions.

12. Audits

If the Contractor has an external audit, financial review, and/or OMB Circular A-133 audit during the course of the Term, Contractor must submit the audit, including any management letters, to the PHPDA within two weeks of issue.

13. Corrective Action

If the PHPDA determines a breach of this Contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the PHPDA, in its sole discretion, deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The PHPDA will notify the Contractor in writing of the nature of the breach. The Contractor shall reply within three (3) working days of its receipt of such notification and shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which shall be no more than ten (10) days from the date of the Contractor's response, unless the PHPDA, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The PHPDA will notify the Contractor in writing of the PHPDA's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's action plan shall be at the sole discretion of the PHPDA; and
- C. In the event the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the PHPDA to be insufficient, the PHPDA may commence termination pursuant to Section 3 of this Contract.

14. Dispute Resolution

The parties shall use good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Without limiting the PHPDA's rights hereunder, both parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve any dispute.

15. Independent Contractor; Indemnification; Insurance

Contractor is an independent Contractor, and neither it nor its officers, agents, or employees shall be considered for any reason to be employees of the PHPDA for any purpose. The Contractor 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. The PHPDA assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

Contractor shall, at its cost and expense, protect, defend, indemnify, and hold harmless the PHPDA, its directors, officers, employees, and agents, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of Contractor, its directors, officers, employees, or agents, relating in any way to the Contractor's performance under the Contract. These indemnification obligations shall survive the termination of the Contract

The Contractor further agrees that it is financially responsible for and will repay the PHPDA all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the PHPDA shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Term or Termination section.

By the first date of the Term, Contractor shall procure at its own expense and agree to maintain, for the duration of the Term, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work by Contractor, its agents, representatives, employees and/or subcontractors. Copies of certificates of insurance shall be provided to the Pacific Hospital prior to contract execution. Minimum insurance includes general liability, professional liability, errors and omissions, automobile liability and workers' compensation in amounts reasonably acceptable to the PHPDA as determined based on the Contract. Failure by the Contractor, its agents, employees, officers, subcontractors, providers, and/or provider subcontractors to comply with the insurance requirement shall constitute a material breach of this Contract.

A copy of the Contractor's Certificate of Insurance shall be submitted to the PHPDA at the beginning of the Term.

16. Credentialing of Independent Health Care Practitioners and Allied Health Professionals

PHPDA recognizes that the provision of health care and health-related services encompasses a wide variety of providers, including licensed medical providers, community health workers, interpreters, outreach workers, etc. These individuals may be paid or contract staff and/or volunteers.

Contractor shall ensure appropriate licensure and/or credentialing exists for all health providers defined by the State of Washington as independent health care practitioners (IHCPs) and Allied Health Professionals (AHPs). IHCPs are those health care providers who, within the scope of their training, licensure, and experience, independently diagnose, initiate, alter or terminate health care treatment. IHCP providers include, but are not limited to, physicians, pathologists, dentists, nurse midwives, nurse practitioners, chiropractors and naturopaths. AHPs are health services personnel who are required to maintain a WA State license to satisfy their job requirements (e.g., pharmacists, paramedics, counselors, LPNs, social workers, and acupuncturists).

Contractor must conduct appropriate background checks for any non-credentialed personnel providing services under this Contract.

17. Subcontracting

The Contractor shall not assign or subcontract any portion of this Contract without the written consent of the PHPDA. Said consent must be sought in writing by the Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

Any subcontracted entity performing work under this Contract is subject to all of the provisions and requirements of the Contract. Subcontracted entities are accountable to Contractor with regard to fiscal record keeping and Project activities. Contractor must enter into a formal subcontract agreement with any subcontractor and such agreement must specify what services are to be provided, to whom and over what time, the line item breakdown of each cost associated with the subcontract, reimbursement provisions, and language which addresses compliance with all applicable regulations related to this funding source. A copy of each sub-contract agreement must be submitted to the PHPDA within thirty (30) days of the proposed subcontracted activities.

A subcontract is not required for procurement of goods and one-time or infrequent services. Contractor should contact the PHPDA with any questions related to this term.

The following language must be included in all subcontracts:

Subcontractor acknowledges that the contract for subcontractor's services relates to a contract between the Contractor and the Pacific Hospital Preservation & Development Authority. Subcontractor shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the Pacific Hospital Preservation & Development Authority, its directors, officers, employees, and agents, from any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of the subcontractor, its directors, officers, employees, or agents, relating in any way to the subcontractor's performance as it relates to the contracted matter. These indemnification obligations shall survive the termination of the contract. Subcontractor expressly agrees and understands that the Pacific Hospital Preservation & Development Authority is a third party beneficiary to the contract between Contractors and subcontractor and shall have the right to bring an action against the Subcontractor to enforce the provisions of this paragraph.

18. Nondiscrimination and Equal Employment Opportunity

The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this section.

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee, applicant for employment, or client seeking services, because of the employee, applicant, or client's sex, race, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, veteran status, or age except by minimum age and retirement provisions, unless based upon a bonafide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants, employees, and clients are treated equally, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, veteran status, or age.

19. Conflict of Interest

The Contractor agrees to abide by generally accepted conflict of interest standards in the areas of hiring, promotion, and subcontracting.

20. Political Activity and Lobbying Prohibited

No funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

Costs associated with lobbying at the federal, state, or local levels are not allowed under this Contract. Definitions of unallowable lobbying activities/costs are detailed in applicable OMB circulars and Chapter 42.17A RCW and all applicable Public Disclosure Commission materials.

21. Future Support

The PHPDA makes no commitment to support the Project contracted for herein and assumes no obligation for future support of the Project except as expressly set forth in this Contract.

22. Entire Contract/Waiver of Default

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understanding not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the PHPDA, which shall be attached to the original Contract.

23. Contract Amendments

This Contract may not be amended or modified unless the parties agree in a separate writing, signed by both parties, and the amendment is incorporated by reference as an additional attachment to this Contract.

24. Project Delivered in Accordance with Law and Rule and Regulation

The Contractor agrees and will require any subcontractor to agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder.

25. PHPDA Disclaimer

The Pacific Hospital Preservation & Development Authority is organized pursuant to Seattle Municipal Code 3.110 and RCW 35.21.660, 35.21.670, and 35.21.730-.755. RCW 35.21.750 provides as follows: "All liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority."

26. Notice

Any and all notices or other communications required or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given (a) upon receipt when personally delivered, (b) sent by overnight courier or two days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested; or (c) by electronic mail transmission on or before 5:00 p.m. on a business day, provided that notice sent by one of the above methods is also given that same day. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as a Party may specify by notice to the other Party and given as provided herein:

If to the PHPDA: Jeff Natter
 Pacific Hospital PDA
 1200 12th Ave S., Qtrs 2
 Seattle, WA 98144

If to Contractor:

27. Governing Law

This Contract and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions.

28. No Third-Party Beneficiaries

This Contract is made only to and for the benefit of the parties hereto, and shall not create any rights in any other person or entity.

29. Counterparts

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same original agreement.

Signed:

Pacific Hospital Preservation & Development Authority
Jeff Natter
Executive Director

Printed Name:
Title:
Contractor: