

2021/2022 DCHS Contract Standard Terms and Conditions Crosswalk and Changes

In an effort to be better partners with our contractors, DCHS took a comprehensive approach to revising the 2021/2022 Boilerplate, including revising language throughout the document to add more clarity for all parties. Below is a walk-through of each section of the contract, what has changed from previous version, what was updated, and what was moved, added, or removed. If you have any questions, please contact your DCHS Program Manager or the DCHS Contracts & Procurement team at dchscontracts@kingcounty.gov.

Contract Section #	Section Name <i>(Brief description)</i>	Changes/Update from previous Boilerplate
	Cover Sheet <i>*Describes parties to the contract and general contract information.</i>	<ul style="list-style-type: none"> Cleaned up look of headings and necessary contract information. Minor language edits for clarity.
1	Contract Services and Requirements <i>*Describes the Exhibits and Attachments associated to the contract.</i>	<ul style="list-style-type: none"> Minor language edits for clarity. Cleaned up Exhibit table.
2	Contract Term <i>*Period of Performance of the contract.</i>	<ul style="list-style-type: none"> Moved the Termination language to Section 12 in the document. Added subsection B permitting a contract extension if needed.
3	Compensation and Method of Payment <i>*Describes payment method, invoicing and travel reimbursement.</i>	<ul style="list-style-type: none"> Added subheadings for clarity. Added subsection f. Reimbursement for Travel. Minor language edits for clarity.
4	Internal Control and Accounting System <i>*Describes Contractor's obligation regarding accounting principles.</i>	<ul style="list-style-type: none"> Minor language edits for clarity
5	Debarment and Suspension Certification <i>*Describes how the County cannot contract with an entity that has been debarred or suspended by the U.S. Government.</i>	<ul style="list-style-type: none"> Minor language edits for clarity
6	Maintenance of Record <i>*Describes Contractor's obligation for record retention related to the contract.</i>	<ul style="list-style-type: none"> Moved the Evaluations and Inspections language to Section 7, below. Added subheadings for clarity. Minor language edits for clarity.
7	Evaluations and Inspections <i>*Describes Contractor and County's obligations, roles, and responsibilities during any required audits or inspections.</i>	<ul style="list-style-type: none"> New section, previously part of the Maintenance of Records section. Added language in subsection C. to clarify expectation regarding contract monitoring of the programs for compliance and performance.

		<ul style="list-style-type: none"> Minor language edits for clarity.
8	<p>Compliance with HIPAA <i>*Describes the Contractor's obligation in regard to HIPAA if applicable to the work performed.</i></p>	<ul style="list-style-type: none"> Updated weblink. Minor language edits for clarity.
9	<p>Financial Report Submission <i>*Describes the Contractor's obligation for submitting financial reports to the County for review and compliance purposes, whether being funded with federal funds or not.</i></p>	<ul style="list-style-type: none"> Changed heading from "Audits" to "Financial Report Submissions" to clarify intent. In partnership with the DCHS Compliance Unit and the King County Public Health Seattle-King County, this provision is a complete rewrite for clarity and updated federal regulations. Added new point of contact for all report submissions to a centralized email.
10	<p>Corrective Action <i>*Describes the procedures the County will take if there is a Contractor performance issue during the term of the contract, and how to remedy it.</i></p>	<ul style="list-style-type: none"> Added subheadings for easier read. Minor language edits for clarity.
11	<p>Dispute Resolution <i>*Describes the procedures either party may take if a dispute arises during the term of the contract.</i></p>	<ul style="list-style-type: none"> No changes
12	<p>Termination <i>*Describes each type of termination and the procedures either party may take if a termination is necessary.</i></p>	<ul style="list-style-type: none"> Moved from Section 1 to its own section. Added subheadings for clarity. Minor language edits for clarity.
13	<p>Hold Harmless and Indemnification <i>*Describes the Contractor's obligation as an independent Contractor and the party's rights to not hold the other party liable for any risk or damages of a particular contract event if such event were to occur during the contract term. This provision also includes intellectual property infringement.</i></p>	<ul style="list-style-type: none"> Added subheadings for clarity. New language was added in subsection C to describe the Contractor's obligation. Deleted unnecessary language in subsection D. Minor language edits for clarity.
14	<p>Insurance Requirements <i>*Describes Contractor's Insurance coverage obligations during the term of the contract.</i></p>	<ul style="list-style-type: none"> Language edits to clarify need for evidence of insurance. Updated weblink. DCHS is also reviewing the insurance language and requirements located on our website. More information to come in the first quarter of 2021.
15	<p>Assignment <i>*Describes the Contractor's obligation to seek prior approval if the Contractor were to assign the contract obligation to another entity.</i></p>	<ul style="list-style-type: none"> Separated out into its own section from Subcontracting. Language edits for clarity.

16	<p>Subcontracting</p> <p><i>*Describes the Contractor's obligations and requirements if the work is being subcontracted out to third party(ies).</i></p>	<ul style="list-style-type: none"> • Separated out into its own section from Assignment. • Added language in subsection A to better describe Contractor's obligations. • Added subheadings for clarity. • Updated required sections in subsection C to align with updated Boilerplate.
17	<p>Nondiscrimination and Payment of a Living Wage</p> <p><i>*Describes the Contractor's obligation to comply with all applicable laws in regard to the Contractor's employees working on the contract.</i></p>	<ul style="list-style-type: none"> • Added subheadings for clarity. • Minor language edits for clarity.
18	<p>Conflict of Interest</p> <p><i>*Describes the Contractor's obligation to follow any applicable King County Code and Policies.</i></p>	<ul style="list-style-type: none"> • Added subheadings for clarity. • Minor language edits for clarity.
19	<p>Equipment Purchase</p> <p><i>*Describes the Contractor's obligations with any equipment associated with the contract, if applicable.</i></p>	<ul style="list-style-type: none"> • Added subheadings for clarity. • Minor language edits for clarity.
20	<p>Proprietary Rights</p> <p><i>*Describes the parties' ownership rights of materials produced before versus during the term of the contract.</i></p>	<ul style="list-style-type: none"> • Added subheadings for clarity. • Language edits for clarity on roles of King County and of the Contractor.
21	<p>Political Activity Prohibited</p> <p><i>*Prohibits the Contractor from using any funds obtained by the contract for political purposes.</i></p>	<ul style="list-style-type: none"> • No changes
22	<p>King County Recycled Product Procurement Policy</p> <p><i>*Describes the Contractor's obligation to use recycled products, if applicable.</i></p>	<ul style="list-style-type: none"> • Minor language edits for clarity.
23	<p>Future Support</p> <p><i>*The County makes no commitment to support the Contractor after the contract term has ended.</i></p>	<ul style="list-style-type: none"> • Minor language edits for clarity.
24	<p>Entire Contract</p> <p><i>*Describes the party's understanding that the document, including all exhibits, attachments, etc., is the full contract agreed to.</i></p>	<ul style="list-style-type: none"> • Heading name changed and duplicative language was deleted.
25	<p>Contract Amendments</p> <p><i>*Describes procedure if an amendment to the contract is needed by either party.</i></p>	<ul style="list-style-type: none"> • Minor language edits for clarity.
26	<p>Notices</p>	<ul style="list-style-type: none"> • Minor language edits for clarity.

	<i>*Describes where an official contract notice is sent to either party if needed during the contract term.</i>	
27	<p>Services Provided in Accordance with Law and Rule and Regulation</p> <p><i>*Describes the Contractor's obligation to abide by any applicable laws, rules and regulations. This provision also describes which language will control over the other in terms of the contract provisions.</i></p>	<ul style="list-style-type: none"> • Minor language edits for clarity.
28	<p>Applicable Law</p> <p><i>*Describes the jurisdiction this contract will rule under.</i></p>	<ul style="list-style-type: none"> • No changes.
29	<p>No Third-Party Beneficiaries</p> <p><i>*Describes the County and the party identified are the only parties to the contract.</i></p>	<ul style="list-style-type: none"> • No changes.
30	<p>Non-Waiver of Breach</p> <p><i>*Describes the party's rights and remedies if that party fails, whether intentionally or by oversight, to take action in the event of a breach of contract.</i></p>	<ul style="list-style-type: none"> • New Section.
31	<p>Force Majeure</p> <p><i>*Describes the contract remedies and procedures in the chance of an extreme event.</i></p>	<ul style="list-style-type: none"> • New Section.
32	<p>Emergency Response Requirements</p> <p><i>*Describes the Contractor's obligations to prepare and make available an emergency response plan.</i></p>	<ul style="list-style-type: none"> • Minor language edits for clarity.
33	<p>Contractor Certification</p> <p><i>*Describes the understanding of the Contractor that they read, understood, and agree to all terms of the contract.</i></p>	<ul style="list-style-type: none"> • Moved section to the end of the contract. • Minor language edits for clarity.