

Contract for Miscellaneous Services 2007



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

Contract No.:	<u>M10281M</u>	Department:	<u>DES</u>
Federal Taxpayer I.D.:	<u>91-2075626</u>	Contractor:	<u>PreCare, Inc</u>
Amount:	<u>\$ \$80,000/yr.</u>	Fund Source:	<u>Safety and Claims</u>
Duration:	<u>1/1/07 (1-year renewable)</u>	To:	<u>12/31/09</u>
Services Provided:	<u>On site physical therapy and ergonomic services</u>		

CONTRACT FOR MISCELLANEOUS SERVICES – 2007

THIS CONTRACT is entered into by **KING COUNTY** (the "County"), and PreCare, Inc (the "Contractor"), whose address is 1151 Broadway Ste. 201, Sonoma CA 95476 The County is undertaking certain activities related to on site physical therapy and ergonomic services not payable under the self-insured workers compensation system, and

the County desires to engage the Contractor to render certain services in connection with such undertakings of the County,

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. SCOPE OF SERVICES

The Contractor shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

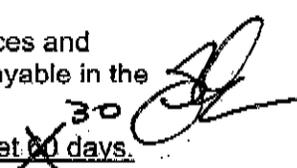
- X Scope of Services..... Attached hereto as Exhibit A
- RFP No 134-06RLD..... Attached hereto as Exhibit B
- Response to RFP..... Attached hereto as Exhibit C
- Consultant Disclosure Form (K.C.C. 3.04)..... Attached hereto as Exhibit D
- X Equal Benefits Compliance Declaration..... Attached hereto as Exhibit E
- X Personnel Inventory Report (K.C.C. 12.16)..... Attached hereto as Exhibit F
- X Affidavit of Compliance (K.C.C. 12.16)..... Attached hereto as Exhibit G
- X Disability Assurance of Compliance/Section 504..... Attached hereto as Exhibit H
- X Statement of Compliance (K.C.C 12.16)..... Attached hereto as Exhibit I
- X Certificate(s) of Insurance and Policy Endorsement..... Attached hereto as Exhibit J
- Waiver (if applicable) Attached hereto as Exhibit K

- W9 Form (if required)..... Attached hereto as Exhibit L
- List of Subcontractors and/or Suppliers (if applicable)..... Attached hereto as Exhibit M
- Final Affidavit of Amount(s) Paid (if applicable) Attached hereto as Exhibit N
- Attached hereto as Exhibit
- Attached hereto as Exhibit

II. DURATION OF CONTRACT

This Contract shall commence on the 1st day of January, 2007, and shall terminate on the 31st day of December, 2007, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

III. COMPENSATION AND METHOD OF PAYMENT

- A. The County shall reimburse the Contractor for satisfactory completion of the services and requirements specified in this Contract in an amount not to exceed \$80,000/yr., payable in the following manner:
Invoiced every 2 weeks including documentation for service provided. Payment net ~~30~~ days. 
- B. The Contractor shall submit its final invoice and such other documents as are required pursuant to this Contract within ten (10) calendar days of completion of the Scope of Services. Unless waived by the County in writing failure by the Contractor to submit the final invoice and required documents will relieve the County from any and all liability for payment to the Contractor for the amount set forth in such invoice or any subsequent invoice.
- C. If the Contractor fails to comply with any terms or conditions of this Contract or to provide in any manner the work or services agreed to herein, the County may withhold any payment due the Contractor until the County is satisfied that corrective action, as specified by the County, has been completed. This right is in addition to and not in lieu of the County's right to terminate this Contract as provided in Section IV below.

IV. TERMINATION

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) calendar days' advance written notice of the termination. If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Contractor shall be released from any obligation to provide further services pursuant to the Contract.
- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection IV (B) (1), the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Contractor, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Contractor shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

V. MAINTENANCE OF RECORDS

- A. The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.
- D. The Contractor agrees to cooperate with the County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- E. If the Contractor expended a total of \$500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as

amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

VI. CORRECTIVE ACTION

If the County determines that a breach of 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 County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Contractor in writing of the nature of the breach;
- B. The Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response 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 date shall not be more than ten (10) days from the date of the Contractor's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective plan shall be at the sole discretion of the County;
- D. In the event that 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 County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Subsections A, B, C, and D.

VII. ASSIGNMENT/SUBCONTRACTING

- A. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Contractor and a Sub-contractor or between Sub-contractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

VIII. HOLD HARMLESS AND INDEMNIFICATION

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County 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 and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County 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. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor of work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Contractor further agrees that it is financially responsible for and will repay the County 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 shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the contractor, its officers, employees, subcontractors of any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.
- In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The provisions of this Section VIII shall survive the expiration, abandonment or termination of this Agreement.

- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

IX. INSURANCE REQUIREMENTS

- A. By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property, including products-completed operations which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representative, employees, and/or sub-contractors. The Contractor or sub-contractor shall pay the cost of such insurance. The Contractor may furnish separate certificates of insurance and policy endorsements from each sub-contractor as evidence of compliance with the insurance requirements of this Contract.

For All Coverages:

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

B. Minimum Scope Of Insurance

Coverage shall be at least as broad as:

1. **General Liability:**
Insurance Services Office form number (CG 00 01 current edition) covering **COMMERCIAL GENERAL LIABILITY** including Products and Completed Operations.
2. **Professional Liability:**
Professional Liability, Errors and Omissions coverage. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided.
3. **Automobile Liability:**
Insurance Services Office form number (CA 00 01 current edition) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.
4. **Workers' Compensation:**
Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.

5. **Employers Liability or "Stop-Gap":**

The protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

C. **Minimum Limits of Insurance**

The Contractor shall maintain limits no less than, for:

1. **General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$1,000,000 aggregate limit.
2. **Professional Liability, Errors and Omissions:** \$1,000,000 Per Claim and in the Aggregate
3. **Automobile Liability:** \$N/A combined single limit per accident for bodily injury and property damage.
4. **Workers' Compensation:** Statutory requirements of the State of residency.
5. **Employers' Liability or "Stop Gap" coverage:** \$1,000,000

D. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

E. **Other Insurance Provisions**

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

1. **All Liability Policies (except Professional Liability/Errors and Omissions and Workers Compensation:**
 - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract (CG 2010 11/85 or its equivalent).
 - b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.
 - c. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. **All Policies:**
 - a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) calendar days prior written notice, has been given to the County.

F. Acceptability of Insurers

Unless otherwise accepted by the County:

Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Verification of Coverage

The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of activities associated with the Contract. The County reserves the rights to require complete, certified copies of all required insurance policies at any time.

If Professional Liability coverage is required under this contract, the Certificate of Insurance provided by the Contractor shall specifically state that the activities required under Contract #M10281M are included under this policy.

H. Sub-contractors

The Contractor shall include all sub-contractors as insureds under its policies, or shall require separate certificates of insurance and policy endorsements from each sub-contractor. Insurance coverages provided by sub-contractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

X. **CONFLICT OF INTEREST**

The selected contractor agrees to the conditions of King County Code 3.04.120. King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Contractor agrees to abide by all the conditions of said Chapter. Further information regarding King County's Ethics policies may be obtained by contacting the King County Ethics Board at the address below:

King County Ethics Board
401 Fifth Avenue, Ste 131
Seattle, WA 98104-2333
206-296-1586 TTY: Relay 711

XI. **PART 1 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

A. Nondiscrimination in Employment and Provision of Services. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate or tolerate harassment on the basis of race, color, sex, religion, national origin, marital status, creed, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or

delivery of services or any other benefits under this Contract. King County Code ("KCC") Chapter 12.16, 12.17 and 12.18 are incorporated herein by reference, and such requirements shall apply to this Contract.

- B. Equal Benefits to employees with Domestic Partners. Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract is valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach. When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19), and related administrative rules are incorporated herein by reference. They are also available online at: <http://www.metrokc.gov/procurement/services/eb.aspx>
- C. Nondiscrimination in Subcontracting Practices. During the solicitation, award and term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, age, national origin, creed, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- D. Compliance with Laws and Regulations. The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act and the Restoration Act of 1987. The Contractor shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.
- E. Small Economically Disadvantaged Businesses and Minority and Women Business Enterprises Opportunities - King County encourages the Contractor to utilize small businesses, including Small Economically Disadvantaged Businesses (SEDBs) and Minority-owned and Women-owned Businesses Enterprises (M/WBEs) in County contracts. The County encourages the Contractor to use the following voluntary practices to promote open competitive opportunities for small businesses, including SEDBs and M/WBEs:
1. Inquire about King County's Contracting Opportunities Program for Small Businesses. Application materials are available at the following Web-site address: <http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm>. Email mary.rainey@metrokc.gov or telephone 206-205-0711, TTY: Relay 711, for more information.
The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) using rating points in the award of King County competitively bid contracts for the acquisition of services. The program is open to all firms SEDB certified by King County's Business Development and Contract Compliance Office.
A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the

business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industry Classification System and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, and a Directory of Certified Firms, may be obtained by visiting the King County Contracting Opportunities Program Web-site at the following address: <http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm> or contacting the BDCC office.

2. Use King County's Directory of Certified Small Economically Disadvantaged Businesses (SEDBs) as an available resource to identify small businesses. The Directory of Certified Firms may be obtained by visiting the King County Contracting Opportunities Program Web-site at the following address:
<http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm>.
 3. Contact the Washington State Office of Minority and Women's Business Enterprises (OMWBE) to obtain a list of certified M/WBEs by visiting their Web-site at <http://www.omwbe.wa.gov> or by telephone at 360-704-1181.
 4. Use the services of available community organizations, Contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including SEDBs and M/WBEs.
- F. Equal Employment Opportunity. The Contractor will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.
- G. Fair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupation qualification;
 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 5. Employer, employment agency or a labor organization to retaliate against any person because that person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;

6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification;
 7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring employees speak only English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.
- H. Record-Keeping Requirements and Site Visits. The Contractor shall maintain, for at least 6 years after completion of all work under this Contract, the following:
1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
 2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.
- The County may visit, at any time, the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits. In all other respects, the Contractor shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.
- I. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

XII. PART 2 - REQUIRED SUBMITTALS

- A. Required Submittals Prior to Contract Execution. The Contractor shall submit the following forms within ten days after receiving a notice of selection:
1. All Miscellaneous Service contracts, regardless of value, shall include the following form:
 - a. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
 2. When a contractor has reached \$25,000 in total overall contract value from King County in a given year, regardless of source, the contractor shall submit the forms listed below to King County Office of Business Relations and Economic Development, Business Development and Contract Compliance, 701 Fifth Avenue, Suite 2000, Mail Stop BOA-EX-2000, Seattle, WA 98104. The Contractor may telephone the Business Development &

Contract Compliance Section at 206-205-0700 TTY: Relay 711 for assistance with the requirements of this subsection:

- a. A Personnel Inventory Report on the form provided by the County.
 - b. An Affidavit and Certificate of Compliance demonstrating the Contractor's commitment to comply with the provisions of KCC Chapter 12.16.
 - c. If required, a Statement of Compliance - Union or Employee Agency Statement with King County Code Chapter 12.16.
 - d. List of Subcontractors (if applicable).
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in paragraph A above.
- C. Required Submittals Upon Completion of Work. Final Affidavits of Amounts Paid. Upon completion of work and as a condition precedent to final payment, the Contractor shall submit a Final Affidavit of Amounts Paid to King County Business Development and Contract Compliance Section. Identify amounts actually paid, and any amounts owed, to each sub-contractor and/or supplier (if applicable) for performance under this Contract. Failure to submit such affidavits may result in withholding of payments or the final payment. The Contractor may contact the King County Business Development and Contract Compliance section for assistance with the requirements of this subsection at 206-205-0700. TTY: Relay 711.

Other assistance is available by contacting the King County Procurement and Contract Services Section at the address below

Procurement and Contract Services Section
M/S MLK-ES-0320
New County Office Building, 3rd Floor
401 – Fifth Avenue
Seattle, WA 98104
Phone: 206-263-9293 / 206-263-9291 TTY: Relay 711

XIII. PART 3 – COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICAN WITH DISABILITIES ACT OF 1990

The Contractor has completed a Disability 504/ADA Self-Evaluation Questionnaire for all programs and services offered by the Contractor (including any services not subject to this Contract); and has evaluated its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act ("ADA"). The Contractor has completed a 504/ADA Disability Assurance of Compliance and it is attached as an exhibit to this Contract and is incorporated herein by reference.

XIV. PROPRIETARY RIGHTS

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Contractor which are modified for use in the performance of this Contract.



Vendor Contract #2329

Precare

XV. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

In accordance with King County Code 10.16, Contractors are required to use recycled and recyclable products, and both sides of paper sheets for printed and photocopied materials, whenever practicable, in fulfilling contractual obligations to the County.

XVI. 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 understandings 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 County, which shall be attached to the original Contract.

XVII. PUBLIC DISCLOSURE OF CONTRACTS

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, Chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to King County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of the record(s) deemed by the County to be subject to disclosure. King County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

XVIII. NOTICES

Whenever this Contract provides for notice to be provided by one party to another such notice shall be in writing.

Any time within which a party must take some action shall be computed from the date that the notice is received by said party. Notice shall be provided to:

KING COUNTY:

Tim Drangsholt

Department/Agency Name

DES/HRD/Safety & Claims

Address Line 1 (Type or print)

PO Box 80283,

City, State, Zip Code (type or print)

Seattle WA 98108

(206) 296-0502

FAX Number

(205) 296-0514

CONTRACTOR:

PreCare, Inc.

Contractor Name

PreCare, Inc.

Address Line 1

1151 Broadway Ste. 201

City, State, Zip Code

Sonoma, CA 95476

(866) 996-1735

FAX Number

(707) 935-8177



XIX. CONTRACT AMENDMENTS

Either party may request changes to this Contract. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this Contract.

XX. Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract may only be filed and prosecuted in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

KING COUNTY



FOR

Signature - King County Executive

DECEMBER 12, 2007

Date (Type or print)

CONTRACTOR



Signature

G. RICHARD LAWRENCE

Name (Type or print)

~~Sara Craig~~ CFO

Title (Type or print)

CEO 12/18/07

Date (Type or print)

Approved as to Form:
OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY



Exhibit A - Scope of Services

This Agreement is entered as of January 1, 2007, by and between PreCare, Inc., a California corporation ("PreCare"), and King County, a public agency ("Client"). The parties agree as follows:

- 1. Services.** Client retains PreCare to perform the services selected in Section 3, and PreCare agrees to perform such services, all in accordance with the Further Terms and Conditions on page 2 and in any Addenda made a part of this Agreement. Services shall be performed at the four Transit main campuses identified in RFP No 134-06RLD, unless a different or multiple sites are identified in an Addendum.
- 2. Client Contacts.** The current contact information for Client is:

Type	Name and Address	Phone, Fax and E-Mail
Primary Contact (Prevention Invoices)	Tim Drangsholt P.O Box 80283 Seattle, WA 98108	Phone: 206-296-0502 Fax: 206-296-0514 Tim.drangsholt@kingcounty.gov
Legal Notices	Tim Drangsholt P.O Box 80283 Seattle, WA 98108	Phone: 206-296-0502 Fax: 206-296-0514 Tim.drangsholt@kingcounty.gov
Workers' Compensation Insurer	Workers' Compensation PO Box 80283 Seattle, WA 98108	Phone: 206 205-8575 Fax: 206-296-0514 Julie.lotz@kingcounty.gov
Claims Administrator ("Payor") (Treatment and RTW Job Coaching Invoices)	Workers' Compensation PO Box 80283 Seattle, WA 98108	Phone: 206 205-5655 Fax: 206-296-0514 Julie.lotz@kingcounty.gov
Broker	N/A	
Other Advisor	N/A	

3. Services to be Provided. Minimum billable hours: 6 hours per location per week including any type of billable services including workers' compensation treatment. Non workers' compensation services must be pre-approved by a designated county representative. The annual limit amount of non workers' compensation total billing is not to exceed \$80,000. Client selects the following services:

- Injury Prevention Services
- Treatment Services
- Return to Work Job Coaching

AGREED:

PreCare, Inc.

By

Name: Sara Craig *Sara Craig*

Title: GEO CFO *Sara Craig*

1151 Broadway, Suite 201
Sonoma, CA. 95476

By

Name: Michael Frawley *Michael Frawley*

Title: Deputy Director, HRD

Attachment #1
Vendor Contract #2329

Precare

4. Services. PreCare shall provide the services selected by Client. PreCare's Treatment Services consist of physical therapy for work-related injuries to individual employees. PreCare's Return to Work Job Coaching Service consists of three sessions over thirty days for injured workers on transitional duty. PreCare's Prevention Services consist of ergo audits, ergonomic job task analyses and individual ergonomic evaluations, early intervention screenings and job coaching, work-n-stretch programs, as well as group and individual education and training sessions.

5. Additional Assistance. PreCare will also (i) provide weekly communication with Client's claims adjuster and physician regarding the treatment progress of any employee, (ii) provide reports to claims adjuster for each RTW Job Coaching visit (iii) perform the scheduling of any Treatment and Prevention Services to be provided, and (iv) provide monthly treatment reports and quarterly performance reports to Client.

6. Therapist Recruitment. Client understands that PreCare hires therapists as required in a given location to meet client needs. PreCare will use all reasonable efforts to recruit and employ one or more therapists to provide services to Client, and to replace a therapist when employee turnover occurs, in an effort to minimize delays in or disruption to its services under this Agreement.

7. Client Responsibilities. Client shall take all reasonable actions necessary to facilitate PreCare's service delivery, including, without limitation (i) providing PreCare with access to an appropriate private treatment space within Client's site(s) where Treatment Services can be performed, (ii) disclosing past and current injury statistics to PreCare to enable PreCare to measure changes in the rate and outcomes of injuries during the term of this Agreement, (iii) taking action to ensure that physician referrals for Treatment Services are made to PreCare, and (iv) assisting with the free and open flow of information necessary to enable PreCare to schedule and deliver services in an efficient and effective manner.

8. Compensation and Payment. For Treatment Services, PreCare currently charges \$28.75 per quarter hour of treatment, or the contracted rate for the network of which Client is a member. PreCare also charges usual and customary rates for disposables used in the course of patient treatment. For Treatment Services, PreCare shall invoice and collect from Client's designated Payor. Client's Payor shall also be billed directly for any scheduled treatment session that is cancelled due to a no-show by the patient. For Return to Work Job Coaching

Services, PreCare currently charges \$500.00 for three sessions and three reports. Services are billed after the last/third visit has been provided For RTW Job Coaching Services, PreCare shall invoice and collect from Client's designated Payer. For Prevention Services, PreCare shall render invoices every two weeks, and Client is responsible for all PreCare invoices for Prevention Services. PreCare charges \$125.00 per hour for Prevention Services provided by a Level I therapist, \$150.00 per hour for Prevention Services provided by a Level II therapist and \$175.00 per hour for Prevention Services provided by a Level III or IV therapist. The charges increase to \$150.00 per hour for Prevention Services provided by a Level 1 Therapist starting 1-1-2008. In the event weekly scheduled prevention is cancelled by the client on less than 72 hours notice, Client will be invoiced in full for the cancelled hours. PreCare may change its rates with thirty days' written notice prior to the annual renewal date of January 1st.

9. Copyrights: All materials created by or furnished to Client by PreCare as part of its services hereunder shall not be considered works made for hire and shall be the property of PreCare, and PreCare shall retain all copyrights therein.

10. No Guaranties or Warranties. PreCare will use its best professional skills in performing its services but does not guarantee or warrant any results.

11. Independent Contractor Status. PreCare is an independent contractor in the performance of its services and retains the right to direct and control the means, manner, and methods by which it performs these services.

12. Non-Solicitation. Client agrees that it shall not, directly or indirectly, solicit, hire or otherwise engage any person who is, at the time, or was within one year prior thereto, a PreCare employee or service provider, to perform services for Client or its affiliates on either a full-time or part-time basis, whether as an employee, independent contractor or otherwise. In the event that Client breaches this Clause by mutual agreement or otherwise, PreCare's standard recruitment fee of a minimum of 30% of total remuneration shall apply.

13. Notices. Any notices required to be given under this Agreement shall be given to the parties at their addresses shown above or such other addresses provided from time to time.

14. Governing Law. This Agreement shall be governed by the laws of the State of Washington applied to contracts entered into and to be performed within the State.