

**MASTER CONTRACT USAGE AGREEMENT** DSHS Contract #1361-78823

This Master Contract Usage Agreement (the "Agreement") is made pursuant to Chapter 39.34 of the Revised Code of Washington, and other applicable laws, by and between the state of Washington (the "State"), acting by and through the Department of Enterprise Services ("DES"), an agency of the State, and Department of Social and Health Services,

*Entity Name*

a state agency, or local or federal agency or entity, or public benefit nonprofit corporation, or any tribe located in the State ("Buyer").

1. **Purpose:** The purpose of the Agreement is to establish the terms and conditions for when Buyer purchases or acquires goods and services for its direct use under contracts entered into by DES that permit such use ("Master Contracts").
2. **Duration:** This Agreement will become effective on date of execution, and will continue in full force and effect until thirty (30) days following receipt of written notice from either party cancelling this Agreement.
3. **Agreement Contact Information:** Contact person to whom contract documents and related communications are to be mailed or faxed.

Organization Name: Department of Social and Health Services		
Tax Identification Number: 91-6001088		
Unified Business Identifier <i>Required for Non-Profit:</i> N/A		
Contact Name: Monika Vasil		
Title: Contracts Administrator		
Address: 115 Washington St SE, PO Box 45811		
City: Olympia	State: WA	Zip: 98504-5811
Phone Number: 360-664-6071		
Email Address: <a href="mailto:dshs.centralcontracts@dshs.wa.gov">dshs.centralcontracts@dshs.wa.gov</a> or <a href="mailto:Monika.Vasil@dshs.wa.gov">Monika.Vasil@dshs.wa.gov</a>		

4. **Cancellation of Agreement:** This agreement can be terminated by either party upon 30 days written notice provided to DES at:  
 Email to: [mcua@des.wa.gov](mailto:mcua@des.wa.gov) OR Mail to: WA Dept. of Enterprise Services  
 Attn: ACCO  
 P.O. Box 41409  
 Olympia, WA 98504-1409
5. **Financial Responsibility:** Buyer will deal directly with the Master Contract contractor, supplier, or service supplier ("Contractor") for any purchases Buyer makes pursuant to this Agreement and under a Master Contract. DES does not accept any responsibility, financial or otherwise, for any purchase Buyer makes under a Master Contract.

- 6. Compliance with Other Laws: Each of the parties will comply with all applicable federal, state, and local laws and regulations governing its own purchases.
- 7. Master Contract Audits: Buyer agrees to cooperate with DES, the Office of the State Auditor, federal officials, or any third party authorized by law, rule, regulation or contract, in any audit conducted by such party related to any Master Contract(s) that Buyer has made purchases from pursuant to this Agreement, including providing records related to any purchase from a Master Contract. In addition, Buyer agrees to provide, upon request from DES, documentation to confirm its eligibility to use Master Contracts.
- 8. Dispute Resolution: If there are any disputes between Buyer and a Contractor, Buyer agrees to (a) provide DES written notice of the nature of the dispute; and (b) unless otherwise provided in the Master Contract or as set forth below, work in good faith with the Contractor to resolve the dispute without the involvement of DES. DES may, upon request, review and assist in the resolution of a dispute, and if DES chooses to do so, the Buyer will cooperate with DES in that resolution process.

When a dispute arises under a Master Contract that involves, in addition to Buyer's claims, multiple similar or related claims by other users of the same Master Contract, DES may, but is not obligated to, elect to resolve, on all such Buyers' behalf, such disputes, provided the total value of Buyer's claims in such dispute do not exceed \$100,000. However, where Buyer's claims exceed \$100,000, Buyer shall have the right to opt out of the DES negotiated settlement by providing DES with written notice of its intent to do so within fifteen (15) days of receiving notice of DES' intent to resolve such dispute in order to separately pursue Buyer's claims against Contractor on its own.

- 9. No Separate Entity: No separate legal or administrative entity is intended to be created by, or for the administration of, this Agreement.
- 10. Hold Harmless: Each party agrees to defend, indemnify, and hold the other party harmless from any claim arising from such party's sole negligent, reckless, or willful misconduct.
- 11. Entire Agreement: This Agreement sets forth the entire agreement between the parties, and supersedes any other prior written agreements between the parties, with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties having read this Agreement, agree to it in each and every particular, and have executed it below.

**APPROVED**

WASHINGTON STATE  
DEPARTMENT OF ENTERPRISE SERVICES

Entity Name  
C. Presnell  
Signature  
Farrell Presnell, Assistant Director  
Name/Title  
06/12/2014  
Date

**APPROVED**

Department of Social and Health Services

Entity Name  
Monika Vasil  
Signature  
Monika Vasil, Contracts Administrator  
Name/Title  
6/11/14  
Date