



Public Health and Social Services

CONTRACT

C16-0229-24

COMUNICATIVO CHG EVICTION PREVENTION 2024-2025

Lewis County



PUBLIC HEALTH AND SOCIAL SERVICES

Project: Comunicativo CHG Eviction Prevention 2024-2025, C16-0229-24

Effective Date: Monday, July 1, 2024

1. Executive Summary

Executive Summary

Professional Service Contract #C16-0229-24

Between

Comunicativo and

Lewis County Public Health & Social Services

1.1. Background Information:

Contract name is Comunicativo CHG Eviction Prevention 2024-2025

The Department of Commerce contracts with Lewis County to oversee the administration of Consolidated Homeless Grant grant money for services provided to individuals who are at risk of homelessness.

This subcontract provides funding for Comunicativo to mitigate potential evictions by paying rents/ utilities direct to landlords or utility agencies for eligible households. Comunicativo is a By and For agency specializing in services to non-English or limited English-speaking renters. Eligible households must be within the boundaries of Lewis County, currently residing within the rental unit, and have an income no higher than 80% of the area median per Housing and Urban Development 2024 income limits.

1.2. Purpose:

The purpose of this contract is to provide CHG Emergency Eviction Prevention funding for the 2024-2025 calendar year.

1.3. Duration:

Monday, July 1, 2024, through Monday, June 30, 2025

1.4. Budget Impact:

Fund: 1040

Revenue ORG(s): 1040HREV 334042

Expense Project(s): PH182130

Total Maximum Consideration: \$596,947.30

This contract was anticipated for the 2024-2025 fiscal year.

1.5. Recommendation:

Approve Resolution

1.6. Cover Letter:

Dianna Torres

Director

dianna@comunicativo.org

4040 Wild Horse LN SE, Olympia, WA 98513

1.7. Submitted By:

Justia Madrigal

2. Preamble

2.1. Purpose

This contract is entered into between Lewis County, hereinafter called County, and Comunicativo, hereinafter called Contractor, To mitigate potential evictions by paying rents/ utilities direct to landlords or utility agencies for eligible households. Comunicativo is a By and For agency specializing in services to non-English or limited English-speaking renters. Eligible households must be within the boundaries of Lewis County, currently residing within the rental unit, and have an income no higher than 80% of the area median per Housing and Urban Development 2023 income limits..

2.2. Parties

Each party to this contract shall have a contract representative empowered to enter into this contract on behalf of their party. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives for this contract are:

For the County:

Justia Madrigal
Housing Coordinator_ Social Services Supervisor
(360) 740-1284
justia.madrigal@lewiscountywa.gov

For the Contractor:

Dianna Torres
Director
855-283-2241
dianna@comunicativo.org

2.3. Authorization

Only the Lewis County Board of County Commissioners, Director of Lewis County Public Health & Social Services, or its designated Contract Officer identified herein, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and

signed by the Lewis County Board of County Commissioners, Director of Lewis County Public Health & Social Services, or its Contract Officer.

2.4. Contract Term

This contract shall commence on Monday, July 1, 2024, and terminate on Monday, June 30, 2025.

2.5. Contractor Representation

Contractor represents by signing this contract that it is qualified and possesses the necessary capabilities and sufficient skills, including technical and professional skills where required and has the necessary licenses and certifications to perform the services set forth in this contract.

2.6. Mutually Negotiated

County and Contractor acknowledge and by signing this contract agree that this contract has been mutually negotiated and agreed to by both parties.

3. Signature Page

The terms and conditions of this contract, including all attachments and subsequent amendments, constitute the entire and exclusive understanding between the parties. Except as provided for in section 23 of this contract, no other understandings, writings, and communications, oral or otherwise, regarding the subject matter of this contract shall exist to bind the parties. The parties signing below represent they have read and understand this contract and have the authority to execute this contract.

PLEASE NOTE: In accordance with Resolution 23-232, this contract is subject to approval by the Lewis County Board of County Commissioners if the total dollar value identified in Exhibit B equals or exceeds \$50,000 in one calendar year. The Lewis County Board of County Commissioners delegates contract approval authority to the Director of Lewis County Public Health & Social Services if the total dollar value identified in Exhibit B is less than \$50,000 in any calendar year, subject to all provisions in Resolution 23-232.

3.1. For the County

Meja Handlen

Public Health Director

Lewis County Public Health & Social Services

360 NW North Street

Chehalis, WA 98532

Signature: _____

Date: _____

10/8/24

3.2. For the Contractor

Dianna Torres

Director

Comunicativo

4040 Wild Horse LN SE, Olympia, WA 98513

Signature: _____

Date: _____

10/07/2024

3.3. Approved as to Form

Lewis County Prosecuting Attorney Office

345 West Main Street, Ste 2

Chehalis, WA 98532

Signature: _____

Date: _____

3.4. Approved as to Form

Clerk of the Board

Lewis County Board of County Commissioners

351 NW North Street

Chehalis, WA 98532

Signature: _____

Date: _____

4. Special Terms and Conditions

4.1. Applicable Regulations

The Contractor is required to comply with the requirements of the following referenced documents in performing services pursuant to this contract. The terms of each are incorporated by reference as part of this contract as fully as if set forth in full herein.

4.2. Written Policies and Procedures

Contractor must have written policies and procedures.

4.3. Allowable Costs

Contractor shall be reimbursed on a cost reimbursement basis. See Exhibit A.

4.4. Data Entry

All services must be entered into the HMIS grant reporting system as outlined in the Statement of Work, if applicable.

4.5. Treatment of Client Property

Except as otherwise provided by court order, the Contractor shall assure that any client for whom the Contractor is providing services under the Contract shall have unrestricted access to the client's personal property. The Contractor shall not interfere with the client's ownership, possession, or use of such property. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's family, all the client's personal property.

4.6. Treatment of Assets

The Contractor shall take the following actions to secure the financial interest of the County in items purchased with funds awarded under this Contract.

- A. The Contractor shall name the County as lien holder on certificates of title for motor vehicles.
- B. A non-expendable personal property inventory report shall also be submitted to the County as required. The County's interest in property purchased under this contract and prior contracts from the same funding source is automatically transferred forward to the next contract year at the close of this contract period. The Contractor shall maintain records, perform inventories and maintain control systems to prevent loss, damage or theft of equipment, materials and supplies. A Contractor which is a nonprofit organization, shall keep property records in accordance with OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies," for all purchases funded by this contract.

C. In the event of loss, destruction or damage to any property purchased under this contract, the Contractor shall notify the County and shall take all reasonable steps to protect that property from further damage. Unless otherwise directed by the County, the Contractor shall surrender to the County all property purchased under this contract prior to settlement upon completion, termination or cancellation of this contract.

D. The Contractor shall include these requirements in any subcontracts.

4.7. Fraud and Abuse Requirements

The Contractor shall report in writing all verified cases of fraud and abuse, including fraud and abuse by the Contractor's employees and/or subcontractors, within five (5) business days, to the Lewis County contact designated on page one of this Contract. The report shall include the following information:

- Subject(s) of complaint by name and either provider/subcontractor type or employee position;
- Source of complaint by name and provider/subcontractor type or employee position;
- Nature of complaint;
- Estimate of the amount of funds involved; and
- Legal and administrative disposition of case.

4.8. Contract Management

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

- The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.
- The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4.9. Compensation

The County shall pay an amount not to exceed the Contract Amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work. Contractor's compensation for services rendered shall be in accordance with Attachment B – Budget.

4.10. Billing Procedures and Payment

The County will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for The County not more often than monthly. Exceptions to the single billing per month can be made by The County on a

case-by case
basis.

When requesting reimbursement for expenditures made, Contractor shall submit all invoice Vouchers and any required documentation electronically through The County's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

Payment shall be considered timely if made by The County within sixty (60) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The County may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by The County.

Invoices and End of Fiscal Year

Invoices are due on the 10th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 10th and the County will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill The County for services performed under this Agreement, and The County shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

4.11. Eligible Use of Funds

Funding awarded under this Contract may only be used for eligible activities and expenses described in the CHG Guidelines. These Guidelines are incorporated by reference.

4.12. Order of Precedence

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Contract Face Sheet
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- CHG Guidelines, incorporated by reference on the Face Sheet

4.13. Confidentiality and Safeguarding of Information

A. “Confidential Information” as used in this section includes:

1. All material provided to the Contractor by the County that is designated as “confidential ” by the County;
2. All material produced by the Contractor that is designated as “confidential” by the County; and
3. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. the County may require changes to such policies and procedures as they apply to this Contract whenever the County reasonably determines that changes are necessary to prevent unauthorized

disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

4.14. Indemnification

Each party shall be solely responsible for the acts of its employees, officers, and agents.

4.15. Records Maintenance

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the County, personnel duly authorized by the County, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.16. Savings

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the County may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

5. **Exhibit A: Statement of Work and Reporting Requirements**

The purpose of this **Statement of Work** is to detail the work to be performed by the Contractor and the methods and content for reporting progress by the Contractor in fulfilling all duties encompassed in this contract.

This contract shall commence on Monday, July 1, 2024 and terminate on Monday, June 30, 2025.

The Contractor shall administer funds awarded hereunder for the following activities:

5.1. Scope of Work

The Contractor shall administer funds awarded hereunder for the following activities:

Task Number	Task/Activity/Description	Deliverables/Outcomes	Reporting Requirement	Due Date
1	Eviction prevention services for persons who are at or below 80% of the median income and have at least one month not paid or partially paid	• Monitor and provide rent and or arrears assistance, and other items to eligible clients. • Inform clients of available service in addition to the eviction prevention funds to ensure a pathway to housing stability. • Provide prioritization to those affected by disproportionality in access to services. • Use approved forms of documentation, Commerce Report Form, for each client to ensure eligibility protocols are followed	Report including: A. Total number of clients served B. Total amount of funds per client expended Criteria used for clients served	Monthly
2	Case Management	• Provide a housing–first, low-barrier approach to case management(CHG Guidelines 2.1.3*Consolidated Homeless Grant (wa.gov)) compliant with Dept. of Commerce • Inform clients of available service in addition to the consolidated homeless grant funds to ensure a pathway to housing stability. • Provide counseling for eligible clients on: leases, budgeting, communicating with landlords, and other activities associated with housing stabilization.	Report including: • Total number of clients served in preceding month • Number clients on program waitlist • Provide a minimum of 3 individual case note entries from 3 individual clients pulled from the HMIS system reflecting provided counseling from case managers	Monthly

3	HMIS data entry	• Enter participants into HMIS within 5 days of contact and or services being provided • Enter participant data into HMIS in accordance with HUD's most recent HMIS data standards https://www.hudexchange.info/resource/3824/hmis-data-dictionary/	LCPHSS will review HMIS entries during quarterly monitoring	Monthly
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4	Coordinated Entry (CE)	• Collaborate with the local Coordinated Entry lead to accept/send direct referrals for individuals experiencing homelessness or at imminent risk of homelessness. • In the event that CE staff are unavailable to send referrals, a designated county staff person will step in and send referrals. • Participate in the monthly Lewis County CE Collaborative meetings. • Contractors shall comply with all of the requirements, policies and procedures in the <u>Consolidated Homeless Grant Guidelines</u>, including the <u>Washington State Coordinated Entry Guidelines</u>. • Transitional Housing, Homelessness Prevention, Rapid Re-Housing, and Permanent Supportive Housing projects funded by CHG must participate in the county or regional CE by accepting referrals and must fill openings exclusively through the CE process.	A. Send program availability to lead CE agency. B. Meet with CE collaborative to discuss referrals and/or case conferencing.	Weekly Monthly basis
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6. Exhibit B: Budget, Invoicing, and Contractor Payment

The County shall pay an amount not to exceed \$596,947.30 to the Contractor for work as described in Exhibit A, subject to conditions set forth in this Exhibit B. Contractor acknowledges and understands that any unspent allocations shall be reclaimed by Lewis County Public Health & Social Services at the end of the terms of this agreement.

6.1. Budget Detail

Budget Item Description	Amount
Admin	\$42, 845.50
Rents	\$514,101.80
Operations	\$40,000.00
Total Consideration	\$596,947.30

6.2. Compensation

Payment to the Contractor for services rendered under this contract shall be as set forth in Exhibit B. Where Exhibit B requires payments by Lewis County, payment shall be made on a reimbursement basis, supported, unless otherwise provided in Exhibit B, by documentation of units of work actually performed (time sheets) and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and total dollar payment requested.

Costs allowable under this contract are actual expenditures according to an approved budget up to the maximum amount stated above. The Contractor shall use federal cost principles specified in OMB Circular A-110 "Cost Principles Applicable to Grants, Contracts and other Agreements" with non-profit organizations as applicable. The Contractor shall include this paragraph in any subcontracts.

The County may withhold reimbursement payment if the Contractor fails to submit required invoices and supportive documentation to the County. The Contractor's failure to submit invoices as specified is grounds for the County to terminate the contract as provided herein.

6.3. Invoice Timeframe

The contractor shall submit invoices to the county contract officer identified herein or to other such person identified by the county contract officer by the 10th of each month.

The contractor shall submit reimbursement requests for all expenditures within 60 days after the date of service or purchase.

The contractor shall submit all final invoices within 30 days of the last date of the contract period. The final invoice timeframe may be updated at the discretion of the funding entity, with prior notice of at least 15 days given to the contractor.

6.4. Eligible Use of Funds

Funding awarded under this contract may only be used for activities described in Exhibit A: Statement of Work and Reporting Requirements.

6.5. Duplicate Payment

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

6.6. Audit

General Requirements:

- The Contractor shall maintain its records and accounts to facilitate the audit requirement and shall ensure that any subcontractor also maintains auditable records.
- The Contractor is responsible for any audit exceptions incurred by its own organization or that of its subcontractor. The County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- As applicable in subsections i or ii, below, the Contractor shall undergo an audit and must ensure all audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); including, but not limited to, the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.
- Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to County requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

State Fund Requirements:

- Contractors expending \$750,000.00 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included.
- The Schedule of State Financial Assistance includes:
 - Contractor agency name,
 - State program name
 - BARS account number
 - County
 - County Contract number
 - Contract award amount including amendments (total Contract award)
 - Current year expenditures

Additional Requirements:

- If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.

- The Contractor shall include the above audit requirements in any subcontracts.
- In all cases, the Contractor's financial records must be available for review by County.

6.7. Future Non-Allocation of Funds

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

6.8. Errors and Omissions Uncompensated

In the event of any errors or omissions by the Contractor in the performance of any work required under this contract, the Contractor shall make all necessary corrections without additional compensation.

7. General Conditions

7.1. Scope of Contractor's Services

The Contractor agrees to provide to the County services, reports, and any material set forth in Exhibit A: Statement of Work and Reporting Requirements during the contract term. No material, labor, or facilities will be furnished by the County unless otherwise provided for in this contract.

7.2. Accounting and Payment for Contractor Services

Payment to the Contractor for services rendered under this contract shall be as set forth in Exhibit B: Budget, Invoicing and Contractor Payment attached hereto. Unless specifically stated in Exhibit B or approved in writing in advance by the Contract Officer for this contract, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The Contractor acknowledges that the entire compensation for this contract is specified in Exhibit B and the Contractor is not entitled to any County benefits including, but not limited to, vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Lewis County employees.

7.3. Assignment and Subcontracting

Unless otherwise provided for in this contract, no portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contract Officer.

Should the Contractor wish to subcontract, assign or delegate any or all of its rights or duties hereunder, it shall tender a detailed written request to the Contract Officer. Unless the Contractor receives written authorization to subcontract, assign, or delegate within 30 days, its request shall be deemed to have been denied.

If the County approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. The County, in its sole discretion, in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

7.4. Independent Contractor

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein shall be construed to create a relationship of agent, employee, or servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this contract.

The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the County.

The Contractor shall assume full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, state or federal legislation which is now or may during the term of this contract be enacted as to all employees, agents or representatives of the Contractor and as to all duties, activities, and requirements by the Contractor in performance of the work on this project.

The Contractor shall assume full responsibility for ensuring all staff members hired or subcontracted under this contract are eligible to work according to all applicable state and federal laws

7.5. No Guarantee of Employment

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee an employment of the Contractor or any employee, agent or representative of the Contractor or any subcontractor, or any employee, agent or representative of any subcontractor by the County at the present time or in the futures.

7.6. Taxes

The Contractor understands and acknowledges that the County will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes. All compensation received by the Contractor will be reported to the Internal Revenue Service and Washington State Department of Revenue in accordance with federal and state regulations. The Contractor is solely liable for any tax obligation arising from the Contractor's performance of this contract. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this contract.

The County will pay sales and use taxes imposed on goods and services acquired hereunder as required by law. The Contractor shall pay all other taxes including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

7.7. Regulations and Requirement

This contract shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Special Terms and Conditions.

7.8. Public Records Law

The Contractor shall assist the County in fulfilling all obligations of the County under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington). In the event

that the Contractor fails to fulfill its obligations pursuant to this section and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon the County for violation of the Public Records Act, Contractor shall indemnify the County for that penalty, as well as for all costs and attorney fees incurred by the County in the litigation giving rise to such a penalty. The obligations created by this section shall survive the termination of this contract.

7.9. Nondiscrimination

The Contractor or any employee, agent or representative of the Contractor or any subcontractor shall not discriminate against any person in the performance of this contract in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with Section 49.60.400 of the Revised Code of Washington.

The Contractor must comply with the American with Disabilities Act of 1990, Public Law 101-336, including but not limited to protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7.10. Political Activity Prohibited

None of the funds provided under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or ballot measure. However, no person engaged to perform such services pursuant to this contract shall be precluded from devoting income derived from such services to any lawful political activity, or to the support of a candidate for public office or of a ballot measure.

7.11. Right to Review

This contract is subject to review by any federal or state auditor. The County or its designee shall have the right to review and monitor the financial and service components of this contract by whatever means are deemed expedient by the Contract Officer. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the contract and its performance, and any and all communications with or evaluations by service recipients under this contract.

7.12. Modifications

Either the County or the Contractor may request changes or modifications to the contract. Any and all agreed changes or modifications shall be in writing, signed by each of the parties.

7.13. Termination

Either party may terminate this contract upon 30 days' prior written notification to the other party. If this contract is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this contract prior to the effective date of termination.

7.14. Termination for Default

If the Contractor defaults by failing to perform any of the obligations of this contract or becomes insolvent, or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere.

Any extra cost of damage to the County resulting from such default(s) shall be deducted from any money due or coming to the Contractor. Any remaining deficiency shall be payable to the County by the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, as may be applicable under Exhibit A, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

7.15. Termination for Public Convenience

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. The County shall make a reasonable, equitable adjustment in the contract price for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

7.16. Suspension of Performance and Resumption of Performance

In the event of government closure, suspension or limitation of funding in any way after the effective date of this contract and prior to normal completion, the County may give notice to the Contractor to suspend performance as an alternative to termination. The County may elect to give written notice to the Contractor to suspend performance when the County determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this contract. Notice may include notice by facsimile or email to the Contractor's Representative. The Contractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance. Notice may be contingent upon the occurrence or non-occurrence of a future event; e.g. the failure of the State of Washington to pass a budget by a date specified in the notice.

When the County determines that the funding insufficiency is resolved, the County may give the Contractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, the Contractor will give written notice to the County as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If the Contractor gives notice to the County that it cannot resume performance, the parties agree that the contract will be terminated retroactive to the original date of suspension of performance. If the date the Contractor gives notice it can resume performance is not acceptable to the County, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to the County, the parties agree that the contract will be terminated retroactive to the original date of suspension of performance.

If the funding issue is not resolved, the County may terminate the contract under the "Termination for Convenience" clause.

7.17. Termination Procedures

After receipt of a notice of termination, except as otherwise directed by the County, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the notice;
- Place no further orders or subcontracts for materials, services, or facilities related to the contract;
- Assign to the County all the rights, title, and interest of the contractor under the orders and subcontracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the County; and
- Preserve and transfer any materials, contract deliverables and/or County property in the Contractor's possession as directed by the County.

Contractor shall not place extraordinary orders or subcontracts in anticipation of receiving a notice of termination, so as to circumvent section 17 (ii).

Upon termination, the County may withhold any amount due as the County reasonably determines is necessary to protect the County against potential loss or liability resulting from the termination. The County shall pay any withheld amount to the Contractor if the county later determines that loss or liability will not occur.

The rights and remedies of the County under this section are in addition to any other rights and remedies provided under this contract or otherwise provided under law.

7.18. Defense and Indemnity Agreement

The Contractor shall defend, protect, and hold harmless the County or any officers or employees thereof, from and against all claims, suits, or action arising from any intentional or negligent act

or omission of the Contractor or any employee, agent or representative of the Contractor or any subcontractor, while performing under the terms of this contract.

7.19. Insurance Coverage

The Contractor shall comply with all provisions described in Exhibit C: Insurance Coverage, attached hereto.

7.20. Resolution of Conflicts

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state statutes and regulations
- Special terms and conditions
- Exhibits
- General terms and conditions
- Any other provision of this contract whether incorporated by reference or otherwise.

7.21. Disputes, Venue and Choice of Law

The County and the Contractor agree that any disputes that arise under or relating to this contract that cannot be resolved to the satisfaction of both parties shall be submitted to mediation before either party starts litigation in any form. An impartial third party acceptable to both the County and the Contractor will be appointed to mediate. Should the parties be unable to agree upon a mediator, then the dispute shall be mediated through the Washington Arbitration and Mediation Service, at its Tacoma office, and in accordance with the WAMS mediation rules. The County and the Contractor shall pay an equal percentage of the mediator's fees and expenses. The Contractor may not use any funds received under this contract to pay mediator's fees and expenses. The mediation shall be confidential in all respects, as allowed or required by law.

If mediation does not resolve the dispute, the venue for any litigation arising under or relating to this contract shall be in the courts of the State of Washington in and for the County of Lewis. This contract shall be governed by the laws of the State of Washington, excepting only the choice of law rules of the State of Washington.

7.22. Records Maintenance

The Contractor shall maintain all books, records, documents, data, and other evidence relating to this contract and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Contractor shall retain such records for a period of seven (7) years following the date of final payment.

If any litigation, claim, or audit is started before the expiration of the seven- (7) year period, the records shall be retained for a period of seven (7) years after all litigation, claims, or audit findings involving the records have been finally resolved.

7.23. Contractor Commitments, Warranties and Representations

Any written commitment received from the Contractor concerning this contract shall be binding on the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this contract, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, process, Contractor's qualifications or experience, or options for future acquisition to remain in effect for a fixed period or warranties.

7.24. Recapture

If the Contractor fails to perform services specified in this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the County reserves the right to recapture funds in an amount required to compensate the County for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the Contractor or refunds under this recapture provision shall occur within the timeframe specified by the County. In the alternative, the County may recapture such funds from payments due under this contract.

7.25. Patent/Copyright Infringement

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information, goods, or documentation supplied by the Contractor infringes any patent or copyright. Contractor will pay all costs, penalties, fees, and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- That Contractor shall be notified promptly in writing by the County of any notice of such claim.
- Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

7.26. Ownership and Use of Items Produced

Material produced in the performance of the work under this contract shall be "works made for hire" as defined by section 201(b) the U.S. Copyright Act of 1976 and shall be owned by the County. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. County ownership includes the right to copyright, patent, register, and the ability to transfer these rights. All writings, programs, data, public records or other materials prepared by the Contractor or any employee, agent or representative of the

Contractor or any subcontractor, in connection with the performance of this contract shall be for mutual use and shared between the Contractor and the County. The County agrees that if it uses any materials prepared by the Contractor for purposes other than those intended by this contract, it does so at its sole risk and it agrees to hold the Contractor harmless therefore to the extent such use is agreed to in writing by the Contractor.

A copy of all or a portion of material produced shall be submitted to the County upon request or at the end of the contract using the hardware, software, or other method specified by the County at the time of such request.

7.27. Confidentiality

The Contractor shall maintain the confidentiality of all information that is exempt from disclosure to the public or other unauthorized persons under chapter RCW Chapter 42.56 or other federal or state laws ("Confidential Information") provided by the County or acquired by the Contractor in performance of this contract. The parties agree to comply with all state and federal statutes and regulations relating to Confidential Information. The County and the Contractor will limit access to the Confidential Information to the fewest number of people necessary to complete the work. Everyone having access to Confidential Information covered by this Contract, including but not limited to the Contractor's employees, agents, representatives, or subcontractors, must agree to protect the confidentiality of the Confidential Information.

The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except: (1) as provided by law; (2) pursuant to an order entered by a court after having acquired jurisdiction over the County or (3) upon prior written consent of the Lewis County Director of Public Health & Social Services and Lewis County Prosecuting Attorney.

The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification, or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by: (1) allowing access only to staff that have an authorized business requirement to view the Confidential Information; (2) physically securing any computers, documents, or other media containing the Confidential Information; (3) ensuring the security of Confidential Information transmitted via fax (facsimile) by verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons, communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person and verifying after transmittal that the fax was received by the intended recipient; (4) encrypting email and/or email attachments that contain the Confidential Information; (5) encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices; or (6) sending paper documents containing Confidential Information via a trusted system approved by the County.

Upon request by the County, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to the County or Contractor shall certify in writing that they employed a County approved method to destroy the information in a manner that cannot be reconstructed.

Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.

If the Contractor becomes aware of an actual or suspected breach of confidentiality, the Contractor will promptly notify the Contract Coordinator for the County of the facts. The Contractor will work within its organizations to take any steps necessary to determine the scope of the breach and to restore reasonable security to the Confidential Information. Both parties agree to mitigate any known harmful effects of a breach in confidentiality, including notifying affected individuals to the extent required by law. The parties will also reasonably cooperate with law enforcement as appropriate.

Contractor shall immediately give County notice of any judicial proceeding seeking disclosure of Confidential Information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorney's fees, and costs resulting from Contractor's breach of this provision.

7.28. Ethics/Conflicts of Interest

In performing under this contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 Revised Code of Washington), and any other applicable state or federal law related to ethics or conflicts of interest.

7.29. Information System Security

The Contractor shall protect and maintain all confidential information gained by reason of this contract against unauthorized use, access, disclosure, modification, or loss. Personal and/or medical information collected, used, or acquired in connection with this contract shall be used solely for the purposes of this contract.

7.30. Protection of Personal Information

The Contractor shall not use, publish, transfer, sell or otherwise disclose any confidential information gained by reason of this contract for any purpose that is not directly connected with the Contractor's performance of the services contemplated hereunder except as provided by law, received by the Contractor pursuant to section 8 of this contract or with the prior written consent of the individual or personal representative of the individual who is the subject of the personal information. Upon request by the County or at the end of the contract term, or when no longer needed, the Contractor shall return the confidential information or certify in writing that they

employed a County approved method to destroy the information in a manner that cannot be reconstructed.

7.31. Certification of Work

All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the County.

7.32. Contract Amendments

No amendment, modification or renewal shall be made to this contract unless set forth in a written Contract Amendment, signed by both parties. Work under a Contract Amendment shall not proceed until the County duly executes the Contract Amendment.

7.33. Notice

Except as set forth elsewhere in the contract, for all purposes under this contract, except service of process, notice shall be given by the Contractor to the Contract Officer, 360 NW North Street, Chehalis, WA 98532. Notice to the Contractor for all purposes under this contract will be given to the Contractor's address shown on the Signature Page attached hereto. Notices and other communications anticipated by this contract, *e.g.* a request to subcontract per section 3, may be hand-delivered by an agent of the party serving notice, delivered by courier (such as UPS or FedEx), or delivered by First Class Mail. A notice or communication hand-delivered or delivered by courier shall be deemed to be served when it is left with an officer, agent, or employee of the party to whom notice is due. A notice delivered by First Class Mail shall be deemed to be served three days (excluding Sundays and Postal Service holidays) after it is placed into a U.S. Postal Service collection box or left at a U.S. post office, providing postage has been fully prepaid.

7.34. Debarment Certification

The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this contract or any program agreement by any federal, state or local government or agency or by any special district. The Contractor also agrees to include the above requirement in all subcontracts into which it enters.

7.35. Severability

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are declared severable.

7.36. Conformance

If any provision of this contract violates any statute or rule of law of the state of Washington or of the United States of America, it is considered modified to conform to that statute or rule of law.

7.37. Waiver

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the party granting such a waiver.

7.38. Survival

The terms and conditions contained in this contract will survive the completion, cancellation, termination, or expiration of the contract.

7.39. Entire Agreement

This written contract along with attached exhibits and the documents and terms incorporated herein by section 23 of this contract, represents the entire agreement between the parties.

7.40. Prior Approval

The Contractor shall obtain prior written approval for purchases of items, including but not limited to gift cards, program supplies and equipment, professional development programs or trainings, and consulting fees, exceeding \$300.00. Prior approval shall be obtained via written approval from the County contract coordinator. If prior written approval is not obtained, the County may, in its sole discretion, deny reimbursement requests for the unapproved expenditure.

7.41. Corrective Action

If the County determines that a breach of contract has occurred, in which 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, the County may deem said breach to warrant corrective action. The following process 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 ten 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 Contractor into contract compliance, which date shall not be more than 30 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 action 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 14;

- 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 Sections 13, 14, and 15.

8. Exhibit C: Insurance Coverage

The Contractor shall provide insurance coverage as set out in this Exhibit to protect the County should there be any claims, suits, actions, costs, damages, or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing under the terms of this contract.

All required insurance shall be issued by an insurance company authorized to do business within the State of Washington. The insurance shall name the County and its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give the County thirty (30) calendar days advance notice of any insurance cancellation or modification.

The Contractor shall submit to the County within fifteen (15) calendar days of the Contract start date, proof of insurance identifying Lewis County as Primary, Non Contributory, additionally Insured, with endorsement(s) for additional insured as indicated below, which outlines the coverage and limits defined in this insurance section. During the term of the Contract, the Contractor shall submit renewal certificates with endorsements not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

8.1. Commercial General Liability Insurance Policy

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

8.2. Professional Liability Insurance

The Consultant shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 for each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, County reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Consultant warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, Consultant shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Consultant term. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If

coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

8.3. Business Auto Coverage

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.

8.4. Industrial Insurance Waiver

The Contractor shall comply with all applicable provisions of Title 51 Revised Code of Washington, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, County may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. County may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by County under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

8.5. Workers' Compensation

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

8.6. Excess or Umbrella Liability Insurance

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of County following receipt of proof of insurance as required herein. Policy or policies must list Lewis County as "primary, non-contributory" additionally insured.