COVER SHEET

PLEASE REVIEW THE ATTACHED DOCUMENT.

RECEIVED ON: 8/18/2025 DUE DATE: 8/25/2025

DOCUMENT #: LEWIS COUNTY HOUSING_C15-0256-25

DESCRIPTION/ TERM: 25.07.01-25.09.30

SENT TO REVIEWER ON: 8/18/2025 FINAL SIGNATURE FORMAT: CCAP ADOBE

ADDED TO SCHEDULE OF AWARDS: YES

NOTES:

*** PER KRISTINE @ LEWIS COUNTY PUBLIC HEALTH- CONTRACT IS INTENDED TO BE AMENDED WITH ADDITIONAL TIME AND FUNDS ONCE THE BOCC FINALIZED ITS DECISIONS.

REVIEWER

STEVIE JOHNSON Stevie Johnson
Stevie Johnson (Aug 19, 2025 09:03:05 PDT)
(signature)

NOTES:

CACHE MCCALLUM J. Cache McCallum

TO BE COMPLETED BY FISCAL STAFF

LUCY MACHOWEK Lucy Machowek
(signature)

☒ EXISTING PROGRAM_PROGRAM CODE: _____

☐ NEW PROGRAM_NEEDS PROGRAM CODE: 37565 Lewis Eviction Prevention-Admin; 37566 Lewis Eviction Prevention Rent; 37567 Lewis Eviction Prevention Operations

☒ MONTHLY BILLING COMPLETED BY: TAMMY

☐ MONTHLY BILLING NEEDS ASSIGNED: _____

NOTES:

NEW CODING FOR HOMELESSNESS PREVENTION NEEDED.-Done LM

CRAIG DUBLANKO: Craig Dublanko
(signature)

NOTES:

☐ ***BUDGET ENTERED INTO MIP:*** _____

Public Health and Social Services

CONTRACT

C15-0256-25

COASTAL CAP 2025-2026

Lewis County

PUBLIC HEALTH AND SOCIAL SERVICES

Project: Coastal CAP 2025-2026, C15-0256-25

Effective Date: Tuesday, July 1, 2025

1. Executive Summary

Professional Services Contract #C15-0256-25

Between Coastal CAP and Lewis County

Background Information and Purpose

Contract name is Coastal CAP 2025-2026.

The Department of Commerce contracts with Lewis County to oversee the administration of the Consolidated Homeless Grant (CHG).

This contract is between Lewis County Public Health & Social Services and Coastal CAP to provide essential needs, case management and rapid rehousing services to those who are literally or at imminent risk of homelessness in Lewis County.

Duration

Tuesday, July 1, 2025, through Tuesday, September 30, 2025

Budget Impact

Revenue ORG(s): CHG 1040HREV 334042, Expense Project(s): CHG PH182130

Total Maximum Consideration: $207,250.00

This contract was anticipated for the current fiscal year.

Cover Letter

Craig Dublanko, Director

Please email executed contract to: craigd@coastalcap.org

2. Preamble

2.1. Purpose

This contract is entered into between Lewis County, hereinafter called County, and Coastal CAP, hereinafter called Contractor. This contract is between Lewis County Public Health & Social Services and Coastal CAP to provide essential needs, case management and rapid rehousing services to those who are literally or at imminent risk of homelessness in Lewis County..

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:

Kirstine Ward, Community Outreach Worker Senior

Email: kirstine.ward@lewiscountywa.gov, Phone: (360) 880-6391

For the Contractor:

Craig Dublanko, Director

Email: craigd@coastalcap.org, Phone: 360-533-5100

2.3. Authorization

Only the Lewis County Board of County Commissioners, the Department Director, or their 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, the Department Director, or their Contract Officer.

2.4. Contract Term

This contract shall commence on Tuesday, July 1, 2025, and terminate on Tuesday, September 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. General Conditions

3.1. 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.

3.2. 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.

3.3. Assignment and Subcontracting

Unless otherwise provided for in this contract, no portion of this contract may be assigned or subcontracted to any other individual, form, 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.

3.4. 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

3.5. 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.

3.6. 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.

3.7. 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.

3.8. 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.

3.9. 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.

3.10. 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.

3.11. 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.

3.12. 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.

3.13. 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.

3.14. 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.

3.15. 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.

3.16. 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.

3.17. 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.

3.18. Defense and Indemnity Agreement

Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to

judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, when such injury to persons or damage to property is due to the negligence of the Contractor, its employees or subcontractors, its successor or assigns, or its or their agent, servants, or employees. It is further provided that no liability shall attach to the County by reason of entering into any contract, except as expressly provided herein or as otherwise required by operation of law upon political subdivisions of the State of Washington. Industrial Insurance Waiver: With respect to the performance of this contract and as to claims against the County, its officer, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligations to indemnify, defend and hold harmless provided in this contract extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement as part of the valuable consideration of present and future contracts.

3.19. Insurance Coverage

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

3.20. 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.

3.21. 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.

3.22. 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.

3.23. 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.

3.24. 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.

3.25. 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.

3.26. 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.

3.27. 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.

3.28. 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.

3.29. 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.

3.30. 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.

3.31. 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.

3.32. 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.

3.33. 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.

3.34. 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.

3.35. 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.

3.36. 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.

3.37. 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.

3.38. Survival

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

3.39. 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.

3.40. 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.

3.41. 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.

4. Special Terms and Conditions

4.1. Definitions

"Administrative Costs" or **"Indirect Costs"** means the elements of costs incurred by the Contractor as costs that are necessary to administrate or operate a program that are not considered direct program costs.

"Allowable Cost" means an expenditure which meets the test of the appropriate executive office of the President of the United States' Office of Management and Budget (OMB) circular. The most significant factors which determine whether a cost is allowable are the extent to which the cost is**: n**ecessary and reasonable, allocable; authorized or not prohibited under Washington state or local laws and regulations, adequately documented.

"Authorized User" means an individual or individuals with an authorized business need to access Confidential Information under this Contract.

"Breach" means the unauthorized acquisition, access, use, or disclosure of confidential information that compromises the security, confidentiality, or integrity of the confidential information.

"Client" means an individual who is eligible for or receiving services through program(s).

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or other federal or state laws.

"Data" means information produced, furnished, acquired, or used by Contractor in meeting requirements under this Contract. Confidential Information, Personal Information, and Protected Health Information are all considered Data for the purposes of this Contract. For Attachment 4, Data Sharing Terms, Data specifically refers to the information that is disclosed or exchanged as described in the Attachment.

"Data Breach" means the acquisition, access, use, or Disclosure of Data in a manner not permitted under law or by this Contract, including but not limited to the HIPAA Privacy Rule, which compromises the security or privacy of Protected Health Information, with the exclusions and exceptions listed in 45 C.F.R. § 164.402.

"Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

"Individual(s)" means the person(s) who is the subject of protected health information (PHI) and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

"Permissible Use" means only those uses authorized in this Contract and as specifically defined herein.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education,

business, use or receipt of governmental services or other activities, addresses (including or excluding zip code), telephone numbers, social security numbers, driver's license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

"**Protected Health Information**" or **"PHI"** means information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present or future payment for provision of health care to an individual. 45 C.F.R. § 103. 45 C.F.R. §§ 160 and 164. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 C.F.R. § 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 C.F.R. § 164.501. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv).

"Regulation" means any federal, state, or local regulation, rule, or ordinance.

"Sensitive information" means information that is not specifically protected by law, but should be limited to official use only, and protected against unauthorized access.

4.2. 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.

4.3. Written Policies and Procedures

Contractor must have written policies and procedures.

4.4. Allowable Costs

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

4.5. Data Entry

All services must be entered into the Homeless Management Information system (HMIS) as outlined in the Statement of Work, if applicable.

4.6. 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.

4.7. 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.

4.8. Faith-Based Organizations

All faith-based organizations shall meet the requirements of 42 CFR Part 54 as follows:

- Applicants/recipients for/of services shall be provided with a choice of prevention providers.
- The FBO shall facilitate a referral to an alternative provider within a reasonable time frame when requested by the recipient of services.
- The FBO shall report to the Contractor all referrals made to alternative providers.
- The FBO shall provide recipients with a notice of their rights.
- The FBO provides recipients with a summary of services that includes any inherently religious activities. Prepare appropriate financial statements, including a schedule of expenditures of federal awards.
- Funds received from the federal block grant must be segregated in a manner consistent with federal regulations.

4.9. 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 compliant;
- Estimate of the amount of funds involved; and
- Legal and administrative disposition of case.

4.10. Certification Regarding Lobbying

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain federal contracting and financial transactions," generally prohibits recipients of federal grants and cooperative agreements from using federal (appropriated) funds for lobbying the Executive or Legislative Branches of the federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a federal grant or cooperative agreement must disclose lobbying undertaken with non-federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

- The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4.11. Certification Regarding Environmental Tobacco

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

4.12. Services and Activities to Racial/Ethnic Minorities

The Contractor shall:

A. Ensure all services and activities provided by the Contractor or subcontractor under this Contract shall be designed and delivered in a manner sensitive to the needs of all diverse populations.

B. Initiate actions to ensure or improve access, retention, and cultural relevance of prevention or other appropriate services, for racial/ethnic minorities and other diverse populations in need of prevention services as identified in their needs assessment.

C. Take the initiative to strengthen working relationships with other agencies serving these populations. The Contractor shall require its subcontractors to adhere to these requirements.

4.13. Service Recipient Right to a Grievance

The Contractor shall inform service recipients of their right to a grievance in the case of denial or termination of service and/or failure to act upon a request for services with reasonable promptness by making this information publicly available in hard copy or virtual format.

4.14. Background Checks

The contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, independent contractors, or volunteers who have unsupervised access to children, adolescents, and vulnerable adults, and persons who have developmental disabilities.

4.15. Termination

Termination of a Subcontract will not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County.

When terminating the subcontract, the County shall withhold the final payment of the subcontract until all required reporting is complete. This also applies to all subcontractor closures.

4.16. Site Visits

The County will conduct at least one (1) on-site visit, annually, to the Contractor site providing services to monitor fiscal and programmatic compliance with subcontract performance criteria for the purpose of documenting that the subcontractors are fulfilling the requirements of the subcontract unless otherwise specified.

4.17. Data Security Terms

Data access is to be provided to a Subcontractor under this Contract it will only be for the Permissible Use authorized by Lewis County and the Contractor must include all of the Data security terms, conditions and requirements set forth in this Attachment in any such Subcontract. In no event will the existence of the Subcontract operate to release or reduce the liability of the Contractor for any Data Breach in the performance of the Contractor's responsibilities.

5. Department of Commerce - Special Terms and Conditions

5.1. Subcontractor Data Collection

Contractor will submit reports, in a form and format to be provided by County and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. “Subcontractors” shall mean subcontractors of any tier.

5.2. 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.

5.3. Fraud and Other Loss Reporting

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the County Representative identified on the Face Sheet.

5.4. Definitions

As used throughout this Contract, the following terms shall have the meaning set forth below:

- "Authorized Representative” shall mean the Director and/or the designee authorized in writing to act on the Director’s behalf.
- “COMMERCE” shall mean the Washington Department of Commerce.
- “Contract” or “Agreement” or “Grant” means the entire written agreement between County and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- "Contractor" or “Grantee” shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- “Personal Information” shall mean information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- “State” shall mean the state of Washington.

- "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms “subcontractor” and “subcontractors” mean subcontractor(s) in any tier.

5.5. All Writing Contained Herein

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

5.6. Amendments

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5.7. Assignment

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of County.

5.8. Confidentiality and Safeguarding of Information

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

   1. All material provided to the Contractor by County that is designated as “confidential” by County.

   2. All material produced by the Contractor that is designated as “confidential” by 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 County 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 County with its policies and procedures on confidentiality. County may require changes to such policies and procedures as they apply to this Contract whenever County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by County. Upon

request, the Contractor shall immediately return to County any Confidential Information that County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify 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.

5.9. Copyright

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by County. County shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to County effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to County a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to County.

The Contractor shall exert all reasonable effort to advise County, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide County with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. County shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

5.10. Disputes

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a

determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

5.11. Governing Law and Venue

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

5.12. Indemnification

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

5.13. Licensing, Accreditation and Registration

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

5.14. Recapture

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, County reserves the right to recapture funds in an amount to compensate County for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by County. In the alternative, County may recapture such funds from payments due under this Contract.

5.15. 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 County, personnel duly authorized by 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.

5.16. 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, 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.

5.17. Severability

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

5.18. Subcontracting

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of County.

If County approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, County 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.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to County if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to County for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that County and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

5.19. Survival

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

5.20. Termination for Clause

In the event County determines the Contractor has failed to comply with the conditions of this contract in a timely manner, County has the right to suspend or terminate this contract. Before suspending or terminating the contract, County shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

County reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by County to terminate the contract. A termination shall be deemed a “Termination for Convenience” if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of County provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

5.21. Termination for Convenience

Except as otherwise provided in this Contract, County may, by ten (10) business days’ written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, County shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

5.22. Termination Procedures

Upon termination of this contract, County, in addition to any other rights provided in this contract, may require the Contractor to deliver to County any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

County shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by County, and the amount agreed upon by the Contractor and County for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by County, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of County. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. County may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect County against potential loss or liability.

The rights and remedies of County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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

A. Stop work under the contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

C. Assign to County, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case 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;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to County and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to County;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the

5.23. Treatment of Assets

Title to all property furnished by County shall remain in County. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in County upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in County upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by County in whole or in part,
whichever first occurs.

A. Any property of County furnished to the Contractor shall, unless otherwise provided herein or approved by County, be used only for the performance of this contract.

B. The Contractor shall be responsible for any loss or damage to property of County that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

C. If any County property is lost, destroyed or damaged, the Contractor shall immediately notify County and shall take all reasonable steps to protect the property from further damage.

D. The Contractor shall surrender to County all property of County prior to settlement upon completion, termination or cancellation of this contract.

E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

5.24. Waiver

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of County.

6. 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 Tuesday, July 1, 2025 and terminate on Tuesday, September 30, 2025.

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

6.1. Statement of Work

A. **Case Management Housing & Essential Needs (HEN):**

- **Deliverable/Outcome:**
  - 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:
  - Monitor and provide rent and/or utilities assistance, essential needs items to eligible clients per the Department of Social & Health Services and the Benefits Verification System.
  - Inform clients of available services in addition to HEN funds to ensure a pathway to housing stability.
  - Provide care coordination services for eligible clients on l
  - Provide counseling for eligible clients on education, employment, mental health/substance use disorder programs and other activities associated with housing stabilization.
- **Reporting Requirement:**
  - Total number of clients served in preceding month
  - Number clients on waitlist
  - Number of clients exited from the program in the preceding month
  - Sign in sheets with date and location of group activities
  - Provide a minimum of 12 individual case note entries from 12 individual clients pulled from the HMIS system reflecting provided counseling from case managers
- **Due Date:**
  - Monthly

B. **Rapid Rehousing:**

- **Deliverable/Outcome:**
  - Provide a low-barrier approach to case management per CHG guidelines: https://deptofcommerce.app.box.com/s/4d1ilui45uqljmhlseufez4flxqv1q6b
  - Provide housing search and identification services and rental assistance to eligible persons and households.
  - Create a dynamic prioritization process based on client vulnerability. This process should be in line with Department of Commerce current CE guidelines. https://deptofcommerce.app.box.com/s/3rwdm9w1wdquncuucfbnubt0aqhsd0wf
  - High priority shall be given to unsheltered, chronically homeless, and those assessed with high barriers to traditional housing opportunities.
  - Participate in a Performance Improvement Plan with the Washington State Department of Commerce
- **Reporting Requirement:**
  - Average length of time from a household or individual's referral from Coordinated Entry to moving into housing
  - Number of program exits to permanent housing
- **Due Date:**
  - Monthly

C. **Coordinated Entry:**

- **Deliverable/Outcome:**
  - 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 Consolidated Homeless Grant Guidelines, including the Washington State Coordinated Entry Guidelines

        - 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.
    - **Reporting Requirement:**
        - Send program availability to CE
        - Participate in the monthly CE collaborative meeting to discuss referrals and case conferencing
    - **Due Date:**
        - Weekly
        - Monthly

D. **HMIS Data Entry:**

    - **Deliverable/Outcome:**
        - 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/
    - **Reporting Requirement:**
        - LCPHSS will review HMIS entries during quarterly monitoring
    - **Due Date:**
        - Monthly

6.2. Statement of Work: Homelessness Prevention

Eviction Prevention and Rapid Rehousing services for persons who are at imminent threat of homelessness and or below 80% of the area median income and have at least one month or partially paid:

- **Deliverable/Outcome:**
  - 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
- **Reporting Requirement:**
  - Total number of clients served
  - Total amount of funds per client expended
- **Due Date:**
  - Monthly

7. Exhibit B: Budget, Invoicing, and Contractor Payment

The County shall pay an amount not to exceed $207,250.00 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.

7.1. Budget Detail

This contract budget shall commence on Tuesday, July 1, 2025 and terminate on Tuesday, September 30, 2025.

Budget Item Description: HEN	**Amount**
Admin **(Not to Exceed 15% of non-admin monthly expenditures)** **(*A)**	$ 28,000.00
HEN - Rent/Facility Support **(*A)**	$ 115,000.00

HEN - Operations **(*A)**	$ 51,750.00
Total Consideration	**$ 194,750.00**

*A: Funded with Housing and Essential Needs (HEN) SFY 26

Budget Item Description: Homelessness Prevention	**Amount**
Admin **(Not to Exceed 15% of non-admin monthly expenditures) (*B)**	$ 1,875.00
Homelessness Prevention - Rent/Facility Support **(*B)**	$ 5,312.50
Operations **(*B)**	$ 5,312.50
Total Consideration	**$ 12,500.00**

*B: Funded with Homelessness Prevention

7.2. 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.

7.3. 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.

7.4. 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.

7.5. 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.

7.6. 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.

7.7. 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.

7.8. 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.

7.9. Department of Commerce - Additional Scope of Work Requirements

- Contractor shall commit to operating a high-performing crisis response system in their county by:
    - Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing.
    - Employing a progressive engagement service model.
    - Prioritizing households most likely to become homeless when using homelessness prevention rent assistance.
    - Being anti-racist leaders in their crisis response systems and facilitate partnerships among organizations that respond to the disproportionality in services and outcomes for communities that may not seek assistance from mainstream organizations.
- Contractor shall submit the following deliverables on time with truthful, accurate information:
    - Local Homeless Housing Plan and Annual Report.

- Annual County Expenditure Report/Homeless Housing Inventory including Point-In-Time Count information.
- HEN Essential Needs Report.
- Grantees shall commit to reporting quality timely HMIS data.

- Contractor shall comply with all of the requirements, policies and procedures in the Consolidated Homeless Grant Guidelines, including the Washington State Coordinated Entry Guidelines.
  - These Guidelines are incorporated by reference.
- Performance Requirements:
  - Housing Outcomes: For each intervention type funded by the Consolidated Homeless Grant, grantees must adopt the required housing outcome performance measure outlined in the Consolidated Homeless Grant Guidelines, Appendix D, Table A. Grantees must improve housing outcomes by making progress towards the statewide performance target.
  - Equitable Access: The race and ethnicity of households served are proportional to the numbers of people in need of services in each county. The performance measure for equitable access is in a testing period and there is no available baseline data. This contract period will serve to test the performance measure, gather baseline data and determine the performance target.
- Local Document Recording Fees (DRF) Support
  - Funds are "for maintaining programs and investments" under local homeless housing plans and affordable housing under RCW 36.22.178. Allowable uses for these funds are for any allowable Consolidated Homeless Grant activity and any allowable activity pursuant to uses of local document recording fees.
- Inflation Increase
  - Funding is to maintain current levels of homeless subsidies and services and to stabilize the homeless service provider workforce. County expects grantees to prioritize salary increases or retention stipends for their homeless service provider workforce, and to the extent possible, offset other inflation costs. Allowable uses for these funds are for any allowable Consolidated Homeless Grant activity.

8. Exhibit C: Insurance Coverage

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to County.
Contractor shall provide the types and amounts of insurance motioned below.

8.1. General Liability

General Liability Insurance, using a standard ISO CG 00 01 occurrence form, including premises, operations, products and completed operations, contractual liability with limits not less than $1,000,000. per occurrence, $2,000,000 General Aggregate and $2,000,000 Products–Completed Operations Aggregate for bodily injury, personal injury, and property damage. Coverage shall include Employers Liability (stop gap).

The Commercial General Liability Coverage shall include the following endorsements:

- The County, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement"
- Primary, Non-contributory endorsement, both in favor of the County, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement".

The Commercial General Liability Coverage shall not include the following endorsements:

- Amendment of Contractual Liability
- Total Pollution Exclusion
- Cross Suits Liability Exclusion

8.2. Proof of Insurance

Contractor shall provide certificates of insurance to County as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by County's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with County at all times during the term of this contract. County reserves the right to require complete, certified copies of all required insurance policies, at any time.

8.3. Duration of Coverage

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. County and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

8.4. County's Rights of Enforcement

In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, County has the right but not the duty to obtain the insurance it deems necessary and any premium paid by County will be promptly reimbursed by Contractor or County will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, County may cancel this Agreement.

8.5. Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of Washington, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the County's risk manager.

8.6. Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

8.7. Enforcement of Contract Provisions (Non Estoppel)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the County to inform Contractor of non-compliance with any requirement imposes no additional obligations on the County nor does it waive any rights hereunder.

8.8. Requirements Not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

8.9. Notice of Cancellation

Contractor agrees to oblige its insurance agent or broker and insurers to provide to County with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

8.10. Additional Insured Status

General liability policies shall provide or be endorsed to provide that County and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

8.11. County's Right to Revise Requirements

The County reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the County and Contractor may renegotiate Contractor's compensation.

8.12. Self-Insured Retentions

Any self-insured retentions must be declared to and approved by County. County reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by County.

8.13. Timely Notice of Claims

Contractor shall give County prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

8.14. Additional Insurance

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

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 Department Director 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.

For the County	For the Contractor
Meja Handlen	CRAIG DUBLANKO
FULL NAME	**FULL NAME**
Direct, Public Health & Social Services	CEO
TITLE	**TITLE**
	Craig Dublanko
SIGNATURE	**SIGNATURE**
	08/25/2025
DATE SIGNED	**DATE SIGNED**

LEWIS COUNTY HOUSING_C15-0256-25_25.07.01-25.09.30

Final Audit Report 2025-08-25

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