Contract No. CHG1617RE

**CONTRACT BETWEEN "LEWIS COUNTY" AND**

**"RELIABLE ENTERPRISES"**

# PREAMBLE

This Consolidated Homeless Grant (CHG) Contract (the "Contract") is made this __day of ___, 2016 by and between LEWIS COUNTY hereinafter referred to as the "County" and Reliable Enterprises, hereinafter referred to as the "Contractor". County and the Contractor are together referenced as the "Parties".

For and in consideration of the mutual benefit derived, the Parties hereby agree to diligently fulfill the following respective duties and to perform the following respective services in accordance with all of the conditions, terms, requirements and regulations of the Contract.

The Contract is designed to support an integrated system of housing assistance to prevent homelessness and quickly re-house households who are unsheltered. This Contract provides resources to address the needs of people who are homeless or at-risk of homelessness, as described in the Lewis County Homeless Plan. This Contract is a result of the Washington State Dept. of Commerce Grant Number 16-46108-18. Contractors are bound to the applicable terms and conditions of the grant contracts Lewis County has with the State of Washington.

# SPECIAL TERMS AND CONDITIONS

## 1. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

| A. For the Contractor: | B. For the County: |
|---|---|
| Brett Mitchell | Danette D. York |
| Executive Director<br>Reliable Enterprises | Director, Lewis County Public Health & Social Services |
| PO Box 870<br>Centralia, WA 98531 | 360 NW North St.<br>Chehalis, WA 98532 |

The County will monitor the Contractor's programmatic obligations under this Contract and will report any substantial non-compliance of this Contract to the Contractor.

## 2. CONTRACT AWARD

The award amount for this contract is $10,700.00.

## 3. COMPENSATION

[CHG] The County shall pay an amount not to exceed the amount shown on the Contract face sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work - *Exhibit A.* Contractor's compensation for services rendered shall be in accordance with Budget -*Exhibit B.*

CHG funding is granted and reimbursed as follows:

a. Base Funding – Approved Base Funding expenditures include costs incurred in the performance of this Contract. All costs must be itemized into the following categories: Administration; Data Collection, Evaluation and Planning; Facility Support for households with minor children; Facility Support; Rent Assistance for households with minor children with Very Low Income (below 50% of Median Income); Rent Assistance for households with Extremely Low Income (below 30% of Median Income); and Program Operations.

b. Performance Incentive Funding – Performance Incentive Funding will be paid in the following categories: Consolidated Homeless Grant (CHG) Permanent Supportive Housing Incentive; and CHG Housing Persons Exiting from Systems of Care Incentive and earned as described in Scope of Work - *Exhibit A.*

## 4. ELIGIBLE USE OF FUNDS

Funding awarded under this Contract may only be used for eligible activities and expenses described in the current CHG Program Guidelines and Administrative Requirements. The website address of the Program Guidelines and Administrative Requirements are identified within *Exhibit A* and are incorporated by reference.

## 5. MATCH FUNDS- CHG

The Contractor shall provide match funds if indicated in CHG guidelines. The percent of match used each month shall be indicated on the expenditure report when submitted to the county for reimbursement of expenses. The Contractor may expend match funds in a greater proportion than required match.

## 6. PROHIBITIONS

The Contractor or its subcontractors shall not require eligible clients to participate in a religious service as a condition of receiving program assistance.

## 7. BILLING PROCEDURES AND PAYMENT

The County will pay Contractor upon acceptance of services provided and receipt of properly completed County invoices, which shall be submitted to the Representative

for the County not more often than monthly, or as outlined in the Scope of Work - *Exhibit A.*

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

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

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

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

In the event the County elects to terminate the Contract, the County reserves the right to recapture funds in an amount equivalent to the extent or duration of non-compliance. Repayment by the Contractor shall occur within thirty (30) days of demand.

## 8. COUNTY EVALUATION AND MONITORING

The Contractor shall cooperate with, and freely participate in, any monitoring or evaluation activities conducted by the County that are pertinent to the intent of this Contract. The County representative shall have full access to and the right to examine, during normal business hours and as often as is necessary, all of the Contractor's records with respect to all matters covered in this Contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payroll, and records of matters covered by this Contract. Such rights extend for six years from the date final payment is made hereunder.

## 9. INSURANCE

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

The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. The insurance shall name the County, the State of Washington, its agents, officers, and employees as additional insureds

under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give the County thirty (30) calendar days advance notice of any insurance cancellation or modification.

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

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

a. Commercial General Liability Insurance Policy:
   Provide a Commercial General Liability Insurance Policy, including grant liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Contract activity but no less than $1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

b. Automobile Liability:
   In the event that performance pursuant to this Contract involves the use of vehicles, owned or operated by the Contractor or its subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

c. Fidelity Insurance:
   Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

   i. The amount of fidelity coverage secured pursuant to this Contract shall be $100,000 or the highest of planned reimbursement for the Contract period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the Contractor as beneficiary.

   ii. Subcontractors that receive $10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above.

Fidelity insurance secured by subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.

iii. The Contractor shall provide, at the County's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that County will be provided thirty (30) days advance written notice of cancellation.

**10. 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 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.

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.

The Contractor shall include these requirements in any subcontracts.

**11. DOCUMENTS ON FILE**

Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Contractor and available for review. Such documents shall include, but not be limited to:

a. Personnel Policies;
b. Job Description(s);
c. Organizational Chart;
d. Travel Policies;
e. Fiscal Management;
f. Articles of Incorporation/Tribal Charter;

g. Bylaws;
h. IRS Nonprofit Status Certification;
i. Latest Agency Audit;
j. Insurance policies required by Contractor;
k. Indirect cost agreement, when applicable; and

The Contractor shall include these requirements in all approved cost reimbursement subcontracts.

**12. FINANCIAL MANAGEMENT SYSTEMS**

Contractor's financial systems shall contain the following:

a. Accurate, current and complete disclosure of the financial results of each contract;
b. Records that identify the source and application of funds;
c. Control over and accountability for all funds, property and other assets;
d. Comparison of actual outlays with budgeted amount for each contract;
e. Procedures that minimize the time elapsing between the transfer of funds from the County and their disbursement by the Contractor;
f. Procedures for determining reasonableness and allocability of costs;
g. Accounting records that are supported by source documentation;
h. Procedures for timely and appropriate resolution of audit findings and recommendations.

The Contractor shall include these requirements in any subcontracts.

**13. ORDER OF PRECEDENCE**

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

a. Applicable federal and State of Washington statutes and regulations
b. Special Terms and Conditions
c. General Terms and Conditions
d. Scope of Work – *Exhibit A*
e. Budget – *Exhibit B*

# GENERAL TERMS AND CONDITIONS

**1. DEFINITIONS**

The terms listed below, as used in this Contract, shall have the following meanings:

a. The "Contract" shall mean these General Terms and Conditions, and any other documents attached or incorporated by reference.

b. "Shall," indicates that which is mandatory.

c. "Subcontract" shall mean a separate contract between the Contractor and subcontractor to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

d. "Subcontractor" shall mean any person, partnership, corporation, association or organization, not in the employment of the County or the Contractor, who is performing all or part of the services under this Contract. The term "subcontractor(s)" mean subcontractor(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

Subject only to the terms of section 17 of these General Terms and Conditions, 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.

**3. 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.

**4. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**

The Contractor must comply with the ADA, also referred to as "ADA" 28 CFR Part 35, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**5. APPROVAL**

This Contract shall be subject to the written approval of the County Contract Representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

**6. ASSIGNMENT**

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

**7. AUDIT**

a. General Requirements:

The Contractor is to procure audit services based on the following guidelines:

i. The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractor also maintains auditable records.
ii. 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.
iii. As applicable, the Contractor shall be required to have 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.
iv. 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

b. State Fund Requirements:
Contractors expending $100,000 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 includes:
    i. Contractor agency name
    ii. State program name
    iii. BARS account number
    iv. County
    v. County Contract number
    vi. Contract award amount including amendments (total Contract award)
    vii. Current year expenditures

c. 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.

d. The Contractor shall include the above audit requirements in any subcontracts.

e. In all cases, the Contractor's financial records must be available for review by County.

## 8. CONTRACTOR SERVICES

The Contractor shall perform such services and accomplish such tasks, including the furnishing of all necessary personnel, materials and equipment necessary for or incidental to the performance of the work identified as Contractor responsibilities throughout this Contract, in the Scope of Work - *Exhibit A.*

## 9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

a. "Confidential Information" as used in this section includes:
   i. All material provided to the Contractor by the County that is designated as "confidential" by the County;
   ii. All material produced by the Contractor that is designated as "confidential" by the County; and
   iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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 the 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, including and in accordance with 42 CFR 431.300 through 431.307, and Revised Code of Washington Chapters 70.02, 71.05, and 71.34. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this Contract whenever the Contractor reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

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

## 10. 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 days worked each month, total number of hours for the month, and total dollar payment requested. [Activity reports, as set forth in *Exhibit C*, shall be filed along with the billing for payment. The Contractor shall submit billing by the 10th of each month.]

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award.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 last paragraph in any subcontracts.

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.

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

## 11. CONFORMANCE

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

## 12. COPYRIGHT/ PATENT INFRINGEMENT

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 the Contractor. The 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 the 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 the 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 the 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. The County shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## 13. DISPUTES

a. General

Differences between the Contractor and the County, arising under and by virtue of the Contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the County shall be final and conclusive.

b. Notice of Potential Claims
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim
The Contractor is not entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

## 14. 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.

## 15. DURATION OF CONTRACT

The terms of this Contract and the performance of the Contractor shall commence on the **1st day of Jan, 2016** and terminate on the **30th day of June, 2017,** unless this Contract is extended by written agreement of the parties, or terminated sooner as provided herein.

## 16. ETHICS/CONFLICTS OF INTEREST

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

## 17. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington (excluding only Washington's choice of law rules), and the venue of any action brought hereunder shall be in the Superior Court of Washington for Thurston County.

## 18. INCORPORATION OF PRIOR REPRESENTATIONS

Notwithstanding section 2 of these General Terms and Conditions, any written commitment received from the Contractor concerning this Contract shall be binding upon 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.

## 19. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the County, the State of Washington, Dept. of Commerce and all other agencies of County and the state and all officers, agents and employees of the County and state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Contractor's performance of or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any subcontractor or its agents, employees, or representatives. The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the County, state or its agents, agencies, employees and officers.

The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of the section shall be incorporated, as relevant,

into any contract the Contractor makes with any subcontractor or agent performing work hereunder to the fullest extent permitted by law.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Contractor, the County, the State of Washington, Dept. of Commerce, its officers, employees and authorized agents.

## 20. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the County, the State of Washington or Dept. of Commerce. The Contractor will not hold itself out as or claim to be an officer or employee of the County, State of Washington, or Dept. of Commerce by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor .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 County employees.

## 21. INDUSTRIAL INSURANCE WAIVER

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

## 22. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

*Washington State Laws and Regulations*

a. Affirmative action, RCW 41.06.020 (11).

b. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
c. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
d. Discrimination-human rights commission, Chapter 49.60 RCW.
e. Ethics in public service, Chapter 42.52 RCW.
f. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
g. Open public meetings act, Chapter 42.30 RCW.
h. Public records act, Chapter 42.56 RCW.
i. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

**23. 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.

**24. LIMITATION OF AUTHORITY**

Only the Director of Health or the Contractor's Representative or designees of each, by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

**25. MODIFICATIONS**

Either party may request changes in the Contract. Any and all agreed modifications shall be in writing, signed by each of the parties.

**26. 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 any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

**27. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Contracts with the state. The Contractor shall, however, be given a reasonable time in which to

cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

## 28. POLITICAL ACTIVITIES

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office by the Contractor's employees and officers, as limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501-1508.

## 29. 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, the County reserves the right to recapture funds in an amount to compensate the 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.

## 30. RECORDS MAINTENENCE

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 six years following the date of final payment.

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 finally resolved.

## 31. RIGHT OF INSPECTION

At no additional cost, all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the County, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose. Such inspection 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.

## 32. SAVINGS

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

## 33. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

## 34. SUBCONTRACTING

No duty of Contractor may be subcontracted or assigned, and no right of Contractor may be delegated without the prior written approval of the County. The County may withhold its approval in its sole and exclusive discretion without the need to state any reason for withholding its approval.

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 County's Contract Representative, and shall simultaneously tender a copy thereof to the Lewis County Prosecuting Attorney, clearly marked to the "Attention: Civil Division". 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.

Every subcontract shall bind the subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the 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 the County, State of Washington, and Dept. of Commerce for any breach in the performance of the Contractor's duties.

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

**35. 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.

**36. 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 (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and 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 or services acquired hereunder as required by law. The Contractor must 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.

**37. TERMINATION FOR CAUSE/SUSPENSION**

In event the County determines that the Contractor failed to comply with any term or condition of this Contract, the County may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the County upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the County may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the County to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the County determines that the Contractor did not fail to comply with the terms of the Contract or when the County determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, 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 Contract, as well as all costs associated with entering into the replacement Contract (i.e., competitive bidding, mailing, advertising, and staff time).

## 38. TERMINATION FOR CONVENIENCE

The County may terminate this Contract for Convenience, in whole or in part, upon ten (10) business days' written notice, the calculation of such period beginning on the second day after mailing. If this Contract is terminated for convenience, the 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.

## 39. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by the County, 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 related to the Contract;
c. Assign to the County all of 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
d. Preserve and transfer any materials, Contract deliverables and/or County property in the Contractor's possession as directed by the County.

Upon termination of the Contract, the County shall pay the Contractor for any services rendered or goods delivered by the Contractor prior to the effective date of 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.

## 40. 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 parties hereto.

## 41. PUBLIC RECORDS ACT

The parties shall assist one another to fulfill all obligations of each party to this Compact under the Washington Public Records Act (Chapter 42.56 of the Revised Code of Washington).

a) The parties recognize that under that Act, each party has a duty to provide third parties with access to all documents (defined broadly), "containing information relating to the conduct of government," and that this obligation extends to documents in the sole possession of any party and used by it, and/or by any other party to this Compact, for purposes relating to this Compact.

b) In the event any party receives notice from any other party that the requesting party has received a demand for one or more documents which the requesting party has not been able to locate in its files, and that the requesting party is obliged to release pursuant to the Public Records Act, then, if those documents (or any of them) are in the possession of the other party, that other party shall provide copies of those documents to the requesting party within five (5) business days of being requested to do so; or, within five (5) business days, it shall notify the requesting party of when, acting with all reasonable haste, it will be able to provide the requesting party with copies of those documents. The other party then shall actually provide copies of those documents to the requesting party by such date.

c) In the event that a party 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 another party for violation of the Public Records Act, then the party in breach of such obligations shall indemnify the other party for that penalty, as well as for all costs and attorney fees incurred by that party in the litigation giving rise to such penalty.

d) The obligations created by this section shall survive the termination of this Compact

This Contract, consisting of 27 pages, including *Exhibits A* and *B*.
which are incorporated herein by reference, is executed by the persons signing below who warrant that they have the authority to execute this Contract.

CONTRACTOR
Reliable Enterprises

Authorized Representative

EXEC. DIR
(Title)

203 W REYNOLDS RD
(Address)

CENTRALIA WA 98531
(Address)

DIRECTOR OF HEALTH
LEWIS County, WASHINGTON

Danette York
Director, Public Health & Social Services

APPROVED AS TO FORM:

JONATHAN MEYER
PROSECUTING ATTORNEY

BY:
Deputy Prosecuting Attorney

DATED ON THIS DATE BY CLERK OF THE BOARD:

Date Clerk of the Board

## SCOPE OF WORK- EXHIBIT "A"

### 1. SERVICE DEFINITION

[Consolidated Homeless Grant (CHG): is designed to support an integrated system of housing assistance to prevent homelessness and quickly re-house households who are unsheltered. This Contract provides resources to address the needs of people who are homeless or at-risk of homelessness, as described in the Lewis County Homeless Plan.

### 2. DEFINITION OF TERMS

Terms used throughout this Exhibit shall have meanings as defined herein:

a. "Client" shall mean the individual or family that seeks or is provided professional services.

b. "Non-expendable personal property" shall mean tangible personal property having a useful life of more than one (1) year and an acquisition cost of $500 or more per unit.

c. "Personal property" shall mean property of any kind except real property.

d. "Real property" shall mean any interest in land.

e. The "Useful Life" of property shall mean useful service life as based on the U.S. Department of Treasury and Internal Revenue Service policies on depreciation for tax purposes, unless the County or Contractor can document, to the written satisfaction of the Department, some different period.

### 3. SCOPE OF SERVICES- CHG

The Contractor shall administer funds awarded hereunder, to support a variety of activities, including operations of time-limited housing units, rental assistance, and data collection and reporting, coordinated assessments, legislatively established priorities, and requirements for local homeless plan. Activities shall include, but not be limited to, the following:

a. Case management: Includes activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of households and helping them obtain housing stability. Services and activities may include: counseling; developing, securing, and coordinating services; monitoring and evaluating household progress; assuring that households' rights are protected; and developing an individualized housing and service

plan, including a path to permanent housing stability subsequent to assistance.

b. Housing search and placement: Includes services or activities designed to assist individuals or households in locating, obtaining, and retaining suitable housing. Services or activities may include: tenant counseling, assisting individuals and households to understand leases, securing utilities, making moving arrangements, representative payee services concerning rent and utilities, and mediation and outreach to property owners related to locating or retaining housing.

c. Outreach: Includes services or assistance designed to publicize the availability of programs to make persons who are homeless or almost homeless aware of these and other available services and programs. Not all households assessed will be eligible for assistance. Time spent assessing a household is an eligible expense under this activity.

d. Inspections, including Housing Inspections and Lead-based Paint Visual Assessments.

e. Data collection and entry.

f. Staff costs to issue rent assistance: This cost is not for case management or the cost of a bookkeeper whose duties extend beyond CHG related activities. This cost is only associated with the appropriate portion of salary and benefits of the bookkeeper who issues checks to landlords, utility companies or paying hotel or motel bills on behalf of a household because it is directly related to the delivery of rent or rent and utility assistance with the CHG funds.

g. Office space, utilities, supplies, equipment (up to $1,000 per grant period unless approved in advance by County), telephone, internet, training/conferences/travel.

h. General liability insurance and automobile insurance.

i. Costs of criminal background checks of clients if necessary/required for housing.

j. Costs of urinalyses for drug testing of clients if necessary/required for housing.

k. Other costs as approved in advance by the County.

l. Client information must be entered into HMIS (Homeless Management Information Systems) within five days of services and include all appropriate HMIS categories as well as case notes, case plan, exit and follow-up information.

m. Adhere to the CHG Contract guidelines published by Washington State Department of Commerce, checking their website frequently for updates, http://www.commerce.wa.gov/Programs/housing/Homeless/Pages/ConsolidatedStateHomelessGrantProgram.aspx

**4. NON-DESCRIMINATION IN CLIENT SERVICES**

The CONTRACTOR or its subcontractors shall not on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability:

a. Deny any eligible individual any services or other benefits provided under this Contract;

b. Provide any service(s) or other benefits to any eligible individual that are different, or are provided in a different manner from those provided to others under this Contract;

c. Subject any eligible individual to segregation or separate treatment in any manner related to his or her receipt of any service(s) or other benefits provided under this Contract; or

d. Deny any eligible individual an opportunity to participate in any program provided by this Contract through the provision of services or otherwise or afford an opportunity to do so which is different from that afforded others under this Contract.

The Contractor, in determining: (1) the types of services or other benefits to be provided; or (2) the class of individuals to whom, or the situation in which such services or other benefits will be provided; or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize

criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status, or the presence of any disability or have the effect of defeating or substantially impairing accomplishment of the objectives of this Contract in respect to the individuals having a particular race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status, or the presence of any disability.

If subcontracting has been authorized, said subcontract shall include appropriate safeguards against discrimination in client services binding upon each subcontractor. The County shall take such action as may be required to ensure full compliance with the provisions of the Section, including sanctions for noncompliance.

**5. TREATMENT OF CLIENT ASSETS**

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, the entire client's personal property.

## Budget Exhibit B

| Budget | Total |
|---|---|
| Admin | 700 |
| Facility Support | 10,000 |
| Total | 10,700 |