

**Lewis County
Public Health & Social Services**



Developmental Disabilities

Community Projects Grants

**Request for Proposals
(RFP) 2021**

Lewis County Developmental Disabilities Program

Mission Statement

Lewis County is committed to ensuring a service delivery system for all citizens that maximizes individual potential while promoting choices, opportunities, prosperity and full participation in all aspects of community life.

Guiding Values

Inclusion

Inclusion is being present and participating in the community using common resources and doing activities with other citizens. Living in a community means experiencing diversity. We want to live, work, learn, relax and recreate in places that offer us opportunities to meet and participate in community life.

Status & Contribution

Status is being valued and well regarded by others. Positive recognition is important to all of us, and can be influenced by where we work and live; go to school; our role as a community member; managing daily activities; personal appearance and style; having and managing money; what we bring to others; making purchases; personal relationships and pursuits; and more.

Contribution is about recognizing and developing interests and skills, and having the opportunity to contribute these in the community. Through contributing, we experience a sense of belonging and pride in ourselves. We are recognized by others for making a positive difference. Contribution leads to the experience of reciprocity (give and take), belonging and being well regarded by others. We feel valued and equal.

Relationships

Relationships offer a sense of belonging, continuity, and intimacy, and give meaning to life. Connection to others provides support and opens doors to new opportunities and experiences. Growth and stability both happen when we have a variety of relationships with family, friends, peers, coworkers, and community members.

Power & Choice

Power is having the ability to direct or influence our own lives. Information and experiences are basic to making choices. Choice is the opportunity to make decisions that are right for ourselves, and include the opportunity to succeed or fail.

Health & Safety

We believe the right to make choices and take risks is equally important to health and safety. Having information, experience and skills, giving to others, being in relationships and a sense of belonging all enhance and are integral to our safety and well-being. By improving all of these aspects of our lives, we become safer and healthier. A balance can and must be found. This allows each of us our own full and meaningful life with good health, needed safety, and the learning and self-worth which comes from making and living with our own decisions. We can find ways to have independence and choices while staying healthy and safe.

Competence

Competence is being capable of doing what we need to do, and what we want to do. We can show our competence in many ways. We may be partly or fully self-reliant. We may have the capacity to receive and direct assistance from others. We recognize that our abilities can vary and change based on the task, and that our capabilities change throughout the span of our lives. We believe everyone should be given opportunities to be as independent, self-reliant, and self-directing as possible. We know that different cultures have different ideas about competence and independence – these should be recognized and respected.

Frequently Asked Questions

1. What is a Request for Proposal (RFP) and what does it have to do with the Mission and Guiding Values?

A Request for Proposal is an opportunity to submit proposals for consideration of funding. This RFP seeks proposals for projects that support individuals with developmental disabilities and their families in Lewis County. Projects should align with the Lewis County Developmental Disabilities Program Mission and Guiding Values by demonstrating the ability to increase opportunities for connection, learning, and community participation.

2. How much money is available?

\$75,000.00 to fund projects from July 1, 2021 through June 30, 2022

Typically there is not enough money to fund all submitted proposals. The County prefers to award several smaller grants rather than a few large awards.

3. How are Community Project Grants Funded?

Successful proposals will be funded primarily with “millage” funds that come from local property tax revenues. The funds available through this RFP are designated property tax dollars that have been set aside by state law to benefit individuals with developmental disabilities.

4. What can be funded?

Within legal constraints governing the use of public funds, funded proposals must benefit people with developmental disabilities and their families. Projects and services that can be funded through another source (state/federal funds, insurance) will not be considered for millage funding.

5. When is the RFP due? What type of format must be submitted for the proposal to be considered?

To be considered, responses to this "Request for Proposal" must be received by 4:00pm on Monday, April 19, 2021. The complete proposal **must be emailed**. Faxed or mailed proposals will not be accepted.

RFP Timeline

| | |
|--|------------------------|
| Release of RFP | March 22,2021 |
| Written questions due by email | April 5, 2021 |
| Responses to questions posted at the following location: https://lewiscountywa.gov/departments/public-health/social-services/developmental-disabilities/ | April 7, 2021 |
| Project proposals due via email | April 19, 2021 |
| Interviews | Week of April 26, 2021 |
| BOCC Approval | May 2021 |
| Agency Contract Development Process | June 2021 |
| Contracts begin | July 1, 2021 |

All proposal submissions are due April 19, 2021 by 4 pm via email to:
sara.sons@lewiscountywa.gov
360-740-1418

I. Applications

- A. Any party, public or private, may apply to provide services under this proposal, provided it can meet the requirements set forth in this application and attached contract (page 10).
- B. Programs must align with [Lewis County's Developmental Disabilities Program Mission Statement](#) and [DDA's Guiding Values](#).
- C. Applicants should outline partnerships they will rely upon. Letters of collaborative relationships are encouraged.
- D. Application Submissions:
 - 1. Submit one copy of the completed application electronically via email, including the Exhibits.
 - 2. A minimum 11-point point font is required for use in response to all narrative questions.
 - 3. Answer each question fully. Accurate information and completed forms are required. The information provided in the application should be written as though the reviewers have no prior knowledge of the agency or programs.
 - 4. Ensure responses describe the specific proposed project, and not the agency's general mission. The more clearly the project and the services proposed are described, the better the application will be understood.
 - 5. Include only the specific supporting documentation requested. Do not attach other materials such as cover letters, annual reports, newsletters, brochures and general letters of support. If included, these will be disregarded and discarded.
- E. Applications must include the following:
 - 1. Name of the organization principal(s)
 - 2. Contact name, phone number, and email address
 - 3. Physical and mailing addresses
 - 4. List of current board members and organizational chart, including staff first and last names
 - 5. Washington State Business License
 - 6. Proof of minimum required insurance
 - 7. Project budget

II. Decision Making Process

- A. Proposals will be evaluated by a selection committee comprised of members of the community and County staff. No selection committee member may represent an agency that is applying for funding or have a conflict of interest in funding allocation. All recommendations will be shared with the Lewis County Public Health & Social Services (LCPHSS) Advisory Board and the Board of County Commissioners (BOCC). All final funding decisions will be made by the BOCC.

- B. LCPHSS reserves the right to consider an applicant's performance related to any previous contracts that the applicant may have held, including contacting previous contracting and funding entities.
- C. LCPHSS, in its sole judgment, reserves the right to determine which proposals best meet the County's needs. The County retains the right to reject any or all proposals or to waive formalities with or without cause.

All applications are due by **Monday, April 19, 2021 by 4 p.m.**

No late or incomplete applications will be considered.

Submit signed electronic copies of applications to:

sara.sons@lewiscountywa.gov

Lewis County Developmental Disabilities Request for Proposals 2021

| Section 1. APPLICATION COVER SHEET | |
|---|--|
| Project Title: | |
| Agency name: | |
| Primary Contact for this application | |
| Mailing address | |
| Contact phone number | |
| Contact email address | |
| Location address | |
| Tax ID number | |
| Brief Project Description: (Limit to <u>three</u> sentences) | |
| | |
| <p>Does your agency currently receive funding for this project from another funding source?</p> <p style="text-align: center;">Yes No</p> <p style="text-align: center;">If yes, indicate the funding source(s) and current contact amount:</p> | |
| RFP funds requested | |
| Other project funds | |
| Total project budget | |

Section 2. PROJECT NARRATIVE

Note: Please answer the questions in the body of the narrative. Enter your answer to each question in the space below that question. Do not delete the questions.

A. PROJECT SUMMARY: Provide a brief description of the proposed services/activities to be provided.

B. SCOPE OF NEEDS AND GAPS: Describe any current gaps in services and the need for services in the community. Include information on whether there are other services or resources for services in the community. Provide current local statistics, agency statistics, or other evidence to document the need and gaps, noting the source(s) for the data.

C. SERVICES/ACTIVITIES AND LOCATION: Describe the services/activities proposed in a specific and detailed manner. Include a description of how the services/activities will be implemented and the frequency/duration of services. Describe the location where the services will be delivered, including if/how the services/activities will be available and accessible county-wide. If this is an expansion of services, provide details of the current services that are provided and the expanded services that will be provided if funding is awarded.

D. LINK TO NEED: Describe how the proposed services/activities, including the location, meet the needs of the target population(s) and fill any gaps in services. Also describe how the proposed services/activities meet the need in the community, without duplicating efforts.

E. OUTREACH AND ACCESS: Describe in detail how your agency will reach and be accessed by the targeted population(s), any anticipated barriers to service access, and how these barriers will be addressed.

F. COORDINATION OF COMMUNITY RESOURCES: Please provide a brief description of how you are currently working with other service organizations to maximize available resources for the individuals and/or families you are serving.

G. AGENCY CAPACITY & EXPERIENCE:

1. Describe your agency's experience managing and accounting for public funding:

2. Explain any organizational restructuring that occurred within the last 24 months. Provide details of the restructuring, the timeframe for which this is occurring and the status of the change. Make sure to discuss: Organizational changes, programmatic changes, and changes to business systems (financial, human resources, etc.)

3. List the qualifications (e.g. education, training, experience) of the staff members, and volunteers who will provide services and those who will supervise and oversee the project.

4. Describe your agency policies, practices, services and systems that **promote fairness and opportunity** for all people, particularly communities that are underserved.

Attachments must include:

- A copy of the agency's business license
- A copy of the agency's insurance certificate
- A copy of the agency's organization chart
- A list of agency board members
- Project budget

Application Approval and Signature: The signatory declares that he/she is an authorized official of the applicant organization, is authorized to make this application, is authorized to commit the organization in financial matters, and will assure that any funds received as a result of this application are used for the purposes set forth herein.

Organization: _____

Name: _____

Title: _____

Signature: _____

Date: _____

EXAMPLE BUDGET WORKBOOK

Agency Name: _____

Project Title: _____

| Expenditure Category | Project Total | Funding Requested |
|---|---------------|-------------------|
| Personnel Costs | | |
| Salaries & Wages (breakdown of FTE position title and annual salary required) | | |
| Payroll Taxes and Employee Benefits | | |
| Total Personnel Costs | | |
| Operating Costs | | |
| Contractual Services | | |
| Audit Costs | | |
| Consumable Supplies | | |
| Telephone | | |
| Postage and Shipping | | |
| Occupancy | | |
| a. Rent | | |
| b. Utilities | | |
| c. Other | | |
| Equipment Lease | | |
| Equipment Maintenance | | |
| Printing & Publications | | |
| Travel | | |
| a. Local Travel | | |
| b. Out of Town Travel | | |
| Conferences, Meetings, Etc. | | |
| Direct Assistance to Beneficiaries | | |
| Membership Dues | | |
| Equipment, Land, Buildings | | |
| Insurance | | |
| Total Personnel Costs: | | |
| Total Operating Costs: | | |
| Total Project Expense: | | |

EXAMPLE CONTRACT

Professional Services Contract

Contract #:

Contract Name:

1. Purpose

This contract is entered into between Lewis County, hereinafter called County, and _____, hereinafter called Contractor, for the purpose of providing services to persons with developmental disabilities.

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:

For the Contractor:

3. Authorization

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

4. Contract Term

The term of this contract shall commence and terminate as stated in [Exhibit A](#): Statement of Work and Reporting Requirements attached hereto.

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.

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.

Signatures

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.

NOTE: In accordance with Resolution 16-344, 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 \$40,000 in one calendar year. The Lewis County Board of County Commissioners delegates contract approval authority to the Director of Lewis County Public Health & Social Services if the total dollar value identified in [Exhibit B](#) is less than \$40,000 in any calendar year, subject to all provisions in Resolution 16-344.

For the County

Lewis County Public Health & Social Services
360 NW North Street
Chehalis, WA 98532

County signature: _____

Date: _____

For the Contractor

Contractor signature: _____

Date: _____

Approved as to Form

By: _____ (Clerk of the Board)

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General Terms and Conditions

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.

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. Assignment and Subcontracting

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

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

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

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.

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 future.

6. Taxes

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

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

7. Regulations and Requirements

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.

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.

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.

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.

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.

12. Modifications

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

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.

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.

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.

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.

17. Termination Procedures

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

- i. Stop work under the contract on the date and to the extent specified in the notice;
- ii. Place no further orders or subcontracts for materials, services, or facilities related to the contract;
- iii. 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

- iv. 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.

18. Defense and Indemnity Agreement

The Contractor shall defend, protect, and hold harmless the County or any officers or employees thereof, from and against all claims, suits, or action arising from any intentional or negligent act or omission of the Contractor or any employee, agent or representative of the Contractor or any subcontractor, while performing under the terms of this contract.

19. Insurance Coverage

The Contractor shall comply with all provisions described in [Exhibit C: Insurance Coverage](#), attached hereto.

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:

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

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.

In the event that 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.

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.

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.

24. Recapture

In the event that 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.

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:

- i. That Contractor shall be notified promptly in writing by the County of any notice of such claim.
- ii. 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.

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.

27. Confidentiality

The Contractor or any employee, agent or representative of the Contractor or any subcontractor shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this contract, except upon prior written consent of the Lewis County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give County notice of any judicial proceeding seeking disclosure of such 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.

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.

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.

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 the Contractor destroyed the information in a manner that cannot be reconstructed.

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.

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.

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.

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.

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.

36. Conformance

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

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.

38. Survival

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

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.

Special Terms and Conditions

S-1. Applicable Regulations

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

- 1.1. [DDA Guiding Values](#)
- 1.2. [County Guide to Achieving DDA Guiding Values](#)

S-2. Data Entry/Security

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 safeguarding and restricting access to the Confidential Information herein referenced in [Exhibit E](#).

S-3. Records Maintenance

All 7-year time-period references in Section 22 are hereby changed to 6 years.

S-5. Corrective Action

If the County determines that a breach of contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequence 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.

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.

The term of this contract shall commence on _____ and terminate on _____.

The Contractor shall administer funds awarded hereunder, to support a variety of activities, including staffing, data collection and reporting. Activities shall include, but not be limited to, the following:

| Task Number | Task/Activity/Description | Deliverables/Outcomes | Reporting Requirement | Due Date |
|--------------------|----------------------------------|------------------------------|------------------------------|-----------------|
| 1 | | | | |
| 2 | | | | |

Exhibit B: Budget, Invoicing, and Contractor Payment

The County shall pay an amount not to exceed \$_____ to the Contractor for work as described in [Exhibit A](#), subject to conditions set forth in this Exhibit B: Budget, Invoicing, and Contractor Payment.

1. Budget Detail

| | |
|----------------------------|--|
| | |
| | |
| Total Consideration | |

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 last 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.

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.

4. Eligible Use of Funds

Funding awarded under this contract may only be used for activities described in [Exhibit A](#). The County shall pay the Contractor allowable, allocable and reimbursable costs, as defined in the most recently published BARS Supplementary Instructions for Developmental Disabilities Administration. The Contractor shall take all necessary and reasonable steps to comply with the currently effective DDA BARS Supplemental manual.

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 from Lewis County or any other funding source.

6. Audit

i. General Requirements:

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

- a. 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.

- b. 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.
 - c. 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.
 - d. 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
- ii. 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:
- a. Contractor agency name
 - b. State program name
 - c. BARS account number
 - d. County
 - e. County Contract number
 - f. Contract award amount including amendments (total Contract award)
 - g. Current year expenditures
- iii. 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.
- iv. The Contractor shall include the above audit requirements in any subcontracts.
- v. In all cases, the Contractor's financial records must be available for review by County.

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.

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 any and all necessary corrections without additional compensation.

Exhibit C: Insurance Coverage

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

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

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

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

1. 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.

2. 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.

3. 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 greatest. 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.

4. Business Property

The Contractor shall provide business property insurance adequate to repair, replace, or recreate any County-owned property in the possession of the Contractor, or data, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials produced by the Contractor or any subcontractors in the performance of the work under this contract.

5. Industrial Insurance Waiver

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

6. Volunteer Medical Protection

Contractor shall provide any volunteer who performs any duties related to or covered by this contract with coverage at no cost to the volunteer for immediate, short-term, and long-term medical care that substantially matches employee coverage as described in Title 51 Revised Code of Washington.