



## **BOARD OF YAKIMA COUNTY COMMISSIONERS**

Weekly Agenda Meeting

Tuesday, January 27, 2026, at 10:00 am

BOCC Basement Conference Room, Room 33B, 128 N 2nd Street, Yakima, WA 98901 or Zoom  
IN PERSON OR VIRTUAL

### **Yakima County Welcomes You to Join Our Open Public Meeting In-Person or Virtually.**

Meeting Link:

[https://us06web.zoom.us/j/87695547762?pwd=9mnMCz3morqX0\\_Eeza-OTmlD\\_kxH0A.o2qEJ1jsNVa8A27t](https://us06web.zoom.us/j/87695547762?pwd=9mnMCz3morqX0_Eeza-OTmlD_kxH0A.o2qEJ1jsNVa8A27t)

Meeting Passcode: 698487

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

If you would like to speak during Public Comment, please raise your hand or if on Zoom type your name in the chat box and the Commissioner will call on you in order. Written communication and e-mail messages are encouraged and should be sent to the Clerk of the Board at least 24 hours prior to the meeting at [JULIE.LAWRENCE@CO.YAKIMA.WA.US](mailto:JULIE.LAWRENCE@CO.YAKIMA.WA.US).

4. CONSENT ITEMS

5. AUDITOR

A. Payroll Warrant Certification

Issue Dates: 1.1.26 - 1.15.26

Documents:

[PAYROLL WARRANT CERTIFICATION 1.1.26 - 1.15.26.PDF](#)

6. COUNTY ROADS

A. Resolution 34-2026

Awarding Bid for the Purchase of Materials for the 2026 Gravel Road Surface Stabilization Project to EnviroTech Services, LLC.

Fiscal Impact: \$1,200,000

Documents:

[34-2026.PDF](#)

B. Resolution 35-2026

Authorizing Advertisement for Bids for Widening and Reconstructing Independence Road from N. Outlook Road to Fordyce Road.

Fiscal Impact: \$2,830,000.

Documents:

[35-2026.PDF](#)

7. HUMAN RESOURCES

A. Resolution 36-2026

Additions/Deletions to Budgeted Positions in Department 430 (Consolidated Juvenile Services) and Department 460 (Juvenile Court).

Fiscal Impact: Funded From Existing Department Budget Levels for 2026.

Documents:

[36-2026.PDF](#)

B. Agreement 19-2026

Agreement between Yakima County and Alta Language Services, Inc., for Language Testing Services.

Fiscal Impact: See Attached.

Documents:

[BOCC 19-2026.PDF](#)

8. HUMAN SERVICES

A. Agreement 20-2026

2026 Mental Health Sales Tax Contract with Barth Clinic for Wraparound Mental Health and Substance Use Treatment Services.

Fiscal Impact: \$276,000

Documents:

[BOCC 20-2026.PDF](#)

B. Agreement 21-2026



2026 Mental Health Sales Tax Contract with Yakima County Superior Court for Drug Court Program.

Fiscal Impact: \$239,168

Documents:

[BOCC 21-2026.PDF](#)

C. Agreement 22-2026

2026 Mental Health Sales Tax Contract with Yakima County Department of Corrections for Comprehensive Healthcare Shortfall.

Fiscal Impact: \$404,700

Documents:

[BOCC 22-2026.PDF](#)

D. Agreement 23-2026

2026 Mental Health Sales Tax Contract with Yakima County District Court for a Vehicle and a Sheriff's Deputy for Therapeutic Court.

Fiscal Impact: \$88,963

Documents:

[BOCC 23-2026.PDF](#)

E. Agreement 24-2026

2026 Mental Health Sales Tax Contract with Yakima County District Court for a DUI Court Reentry Specialist.

Fiscal Impact: \$139,556

Documents:

[BOCC 24-2026.PDF](#)

F. Agreement 25-2026

2026 Mental Health Sales Tax Contract with Catholic Charities for the Development of a Permanent Supportive Housing Program.

Fiscal Impact: \$3,000,000

Documents:

[BOCC 25-2026.PDF](#)

G. Agreement 26-2026

2026 Mental Health Sales Tax Contract with YWCA for Renovation and Improvement of the Historic St. Elizabeth Nursing School Building.

Fiscal Impact: \$700,000

Documents:

[BOCC 26-2026.PDF](#)

H. Agreement 27-2026

2026 Mental Health Sales Tax Contract with Comprehensive Healthcare for Medicated Assisted Treatment Program to Inmates at the Yakima County Jail.

Fiscal Impact: \$753,943

Documents:

[BOCC 27-2026.PDF](#)

I. Agreement 28-2026

2026 Mental Health Sales Tax Contract with Valley Health Counseling to Deliver Behavioral Health and Substance Use Disorder Services to Individuals Enrolled in District Court Probation Services Program.

Fiscal Impact: \$155,250

Documents:

[BOCC 28-2026.PDF](#)

J. Agreement 29-2026

2026 Opiate Settlement Funds Contract with Safe Yakima Valley CADCA Opioid Coalition Academy.

Fiscal Impact: \$202,500

Documents:

[BOCC 29-2026.PDF](#)

9. PROSECUTOR

A. Resolution 37-2026

Adopting Yakima County Prosecuting Attorney Risk Manager Premium Pay Policy.

Fiscal Impact: See Attached Policy.

Documents:

[37-2026.PDF](#)

10. PURCHASING

A. Resolution 38-2026

Authorizing Approval for the Advertising of a Request for Proposal for Human Resources for Benefit Broker Services.

Fiscal Impact: \$0

Documents:

[38-2026.PDF](#)

11. FINANCIAL PLANNING UPDATE (30 Minutes) - Brian Carlson, Financial Services Director

12. NEW BUSINESS

13. ADJOURN

All regular agenda meetings are recorded and will be available to view on the BOCC website at <https://www.yakimacounty.us/AgendaCenter/Board-of-Commissioners-2>.



## Payroll Warrant Certification

Issue Dates: 01.01.2026-01.15.2026

Payment Type	Paydate	Net Pay Amount	Beginning Number	Ending Number	Count
Off Cycle County Warrants			-	-	
Off Cycle Direct Deposits			-	-	
Payday Direct Deposits:	1/23/2026	\$2,397,542.72	-	-	1021
Payday County Warrants:	1/23/2026	\$3,935.32	801028	801030	3
<b>Total of Salary Warrants:</b>		<b>\$2,401,478.04</b>			<b>1024</b>

I, the undersigned, do hereby certify that these warrants that have been issued are the obligation of Yakima County as submitted by the undersigned auditing officers.

 Recoverable Signature

X Zachary Placzek

Zachary Placzek  
Payroll Financial Specialist  
Signed by: 3fc3d226-1b91-4095-8d52-40b2755fae54

We, the undersigned Board of County Commissioners of Yakima County Washington, do hereby certify that the merchandise or service hereinafter specified have been received and are approved for payment.

This 3rd day of February, 20 26.

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner



# BOARD OF YAKIMA COUNTY COMMISSIONERS

## Agenda Request Form (ARF)

*Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.*

Prepared by: Chris Albert  
Department: Roads  
Requested Agenda Date: 2/3/2026  
Presenting: Matt Pietrusiewicz

Board of County Commissioners Record Assigned

#

034-2026

### Action Requested – Check Applicable Box:

☒ PASS RESOLUTION

☐ PASS ORDINANCE

☐ ISSUE PROCLAMATION

☐ EXECUTE or AMEND

AGREEMENT, CONTRACT, or GRANT

☐ OTHER \_\_\_\_\_

### Document Title:

In the matter of awarding bids for the purchase of materials for the 2026 Gravel Road Surface Stabilization Program ; MP 3814

### Background Information:

Yakima County developed the Gravel Road Surface Stabilization Program to mitigate impacts to dust sensitive agricultural crops, improve quality of life for residence, assist in reducing dust particles in PM10 air quality attainment areas, improve traffic safety, and reduce gravel road maintenance cost by limiting rock loss and continual grading. The initial practice of providing dust control products to various county roads began in 1975. Public expectancy, dramatic material cost, Material availability, and environmental concerns gave cause for the program to be formally organized in 2003 by establishing priority's and budget. This is a continuation of that program.

### Describe Fiscal Impact:

\$1,200,000. This is 70% of the \$1.8M Budgeted Annual Road Surface Stabilization Program project #3814

### Summary & Recommendation:

Yakima County road maintenance staff and Yakima County Engineer recommend the Board of County Commissioners pass a resolution to award bids for the purchase of 2026 Gravel Road Surface Stabilization Materials to EnviroTech Services, LLC.

Department Head/Elected Official Signature

Corporate Counsel Initial (for Agreements Only)



# BOARD OF YAKIMA COUNTY COMMISSIONERS RESOLUTION

IN THE MATTER OF AWARDING  
BID FOR THE PURCHASE OF MATERIALS  
FOR THE 2026 GRAVEL ROAD SURFACE  
STABILIZATION PROJECT

034-2026

MP 3814

**WHEREAS**, pursuant to Resolution No. 333-2025, dated December 30, 2025, bid opening was set for Tuesday, January 20th, 2026, at 2:00 p.m., or as soon thereafter as possible at the Yakima County Roads Shop, 1216 S. 18<sup>th</sup> St., Yakima, Washington 98901; and,

**WHEREAS**, the Clerk of the Board of County Commissioners posted and published "Call for Bids" that specifications for the Purchase of 2026 Gravel Road Surface Stabilization Material were available from the office of the County Engineer; and,

**WHEREAS**, bids from the following Contractors at the unit price and calculated price per ton, not including Washington State Sales Tax, as shown on the attached Bid Tabulation Sheet were received, opened and publicly read:

<u>Contractor</u>	<u>Product</u>	<u>Location</u>	<u>Price per Ton</u>
EnviroTech Services, LLC	Magnesium Chloride	Yakima, WA.	\$ 196.02
EnviroTech Services, LLC	Magnesium Chloride	Sunnyside, WA.	\$ 173.32
Pro Ag Services, INC	Magnesium Chloride	Toppenish, WA	Non-responsive bid due to no bid bond.

And,

**WHEREAS**, the Magnesium Chloride product meets the requirements of being a capable surface stabilizer and dust inhibitor within specific locations throughout Yakima County; and,

**WHEREAS**, the County Engineer recommends that an award of bid be made to EnviroTech Services, LLC for the unit price bid of \$196.02 per ton of Magnesium Chloride, F.O.B. Yakima and to EnviroTech Services, LLC for the unit price bid of \$173.32 per ton of Magnesium Chloride, F.O.B. Sunnyside, for the product material and volume as follows:

**ITEM:**

1.	Magnesium Chloride, F.O.B. Yakima 4500 tons @ \$196.02 Per Ton	\$ 882,090.00
	Washington State Sales Tax on Item No. 1 @ 8.5%	\$ 74,977.65
	<b>Total Bid Award, EnviroTech Services, LLC</b>	<b>\$ 957,067.65</b>

**ITEM:**

2.	Magnesium Chloride, F.O.B. Sunnyside 2,500 tons @ \$173.32 Per Ton	\$433,300.00
	Washington State Sales Tax on Item No. 2. @ 8.4%	\$36,397.20
	<b>Total Bid Award, EnviroTech Services, LLC</b>	<b>\$469,697.20</b>

Now, therefore,

**BE IT HEREBY RESOLVED** by the Board of Yakima County Commissioners that the bid for the Purchase of 2026 Gravel Road Surface Stabilization Material is acceptable, according to the specifications, and is awarded to EnviroTech Services, LLC, 910 54<sup>th</sup> Avenue Suite 210, Greeley, CO 80634 for F.O.B. Yakima and EnviroTech Services, LLC, 910 54<sup>th</sup> Avenue Suite 210, Greeley, CO 80634 for F.O.B. Sunnyside.

**BE IT FURTHER RESOLVED** that if EnviroTech Services, LLC is unable to fulfill estimated material quantities that the County Engineer be authorized to negotiate and acquire the necessary quantity of road stabilization material on the open market.

**DONE**      FEB 03 2026

\_\_\_\_\_  
LaDon Linde, Chair

*Attest:*

\_\_\_\_\_  
Amanda McKinney, Commissioner

\_\_\_\_\_  
Julie Lawrence, Clerk of the Board *or*  
Erin Franklin, Deputy Clerk of the Board

\_\_\_\_\_  
Kyle Curtis, Commissioner  
*Constituting the Board of County Commissioners  
for Yakima County, Washington*

BID: 2026 Gravel Road Surface Stabilization Material TIME: 2:00 p.m. DATE: JANUARY 20th, 2026 MP3814		Enviro Tech Services, LLC 910 54th Avenue Suite 210 Greeley, CO 80634 970-346-3900 Jason Sanchez (CEO)	Enviro Tech Services, LLC 910 54th Avenue Suite 210 Greeley, CO 80634 970-346-3900 Jason Sanchez (CEO)	Pro Ag Services, INC 931 Buena Way Toppenish, WA 98948 650-454-7821 Curtis Bell
ITEM:	Material Bid	Magnesium Chloride	Magnesium Chloride	Magnesium Chloride
		(Yakima)	(Sunnyside)	(Toppenish)
1	Amount of Material (Ton)	4,500	2,500	7,000
2	Price per Ton	\$196.02	\$173.32	Bid was determined to
3	Extension Amount	\$882,090.00	\$433,300.00	be non-responsive due
4	Wa. State Sales Tax @ 8.4% (Sunnyside)		\$36,397.20	to the bidder's failure to
5	Wa. State Sales Tax @ 8.5% (Yakima)	\$74,977.65		include the required bid
				bond as specified in
				the Material Purchase
				Contract Specifications.
DELIVERY	Total Bid Including Freight	\$957,067.65	\$469,697.20	

\$212.68

\$187.88





## BOARD OF YAKIMA COUNTY COMMISSIONERS

### Agenda Request Form (ARF)

*Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.*

Prepared by: Brett Sheffield  
Department: County Roads  
Requested Agenda Date: 2/3/2026  
Presenting: \_\_\_\_\_

Board of County Commissioners Record Assigned

#

035-2026

#### Action Requested – Check Applicable Box:

☒ PASS RESOLUTION

☐ PASS ORDINANCE

☐ ISSUE PROCLAMATION

☐ EXECUTE or AMEND

AGREEMENT, CONTRACT, or GRANT

☐ OTHER \_\_\_\_\_

#### Document Title:

Independence Road Improvement project, N. Outlook Road to Fordyce Road.

#### Background Information:

The County Engineer has identified Independence Road from N. Outlook Road to Fordyce Road to be improved in 2026. Yakima County has received \$1,098,000 or Rural Arterial Program funds.

#### Describe Fiscal Impact:

Engineer's Estimate for the project is \$2,830,000.

#### Summary & Recommendation:

Set up project and authorize the advertisement of bids for the Independence Road Improvement project, which will reconstruct and widen Independence Road from N. Outlook Road to Fordyce Road.

Department Head/Elected Official Signature

Corporate Counsel Initial (for Agreements Only)

**BOARD OF YAKIMA COUNTY COMMISSIONERS  
RESOLUTION**

**IN THE MATTER OF AUTHORIZING  
ADVERTISEMENT FOR BIDS FOR  
WIDENING AND RECONSTRUCTING  
INDEPENDENCE ROAD FROM N.  
OUTLOOK ROAD TO FORDYCE ROAD**

**035 - 2026**

**RC-3713**

**WHEREAS**, it is the intention of the Board of County Commissioners of Yakima County, Washington to improve Independence Road from N. Outlook Road to Fordyce Road by widening and reconstructing Independence Road; **and**,

**WHEREAS**, funding for this project has been received from the Rural Arterial Program as administered by the County Review Advisory Board, and this project is included in the officially adopted Yakima County Six-Year Transportation Improvement Program, 2026 – 2031 item No. 16; **and**,

**WHEREAS**, the County Engineer has had plans, specifications and estimation of costs prepared for widening and reconstructing Independence Road from N. Outlook Road to Fordyce Road, which project has been designated as Yakima County Project RC 3713; **now, therefore**,

**BE IT HEREBY RESOLVED** by the Board of Yakima County Commissioners that the Chairman of the Board is to authorize the advertisement for bids of the plans and specifications for constructing the aforesaid portion of Independence Road as approved by the County Engineer for contract.

**BE IT FURTHER RESOLVED** that the Clerk of the Board is directed to post and publish "Notice to Bidders," and that plans and specifications for the project will be available for the office of the County Engineer at a cost as specified in the "Notice to Bidders."

**DONE**      FEB 03 2026

*Attest:*

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LaDon Linde, Chair

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Julie Lawrence, Clerk of the Board *or*  
Erin Franklin, Deputy Clerk of the Board

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Amanda McKinney, Commissioner

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Kyle Curtis, Commissioner  
*Constituting the Board of County Commissioners  
for Yakima County, Washington*



## **CALL FOR BIDS**

Notice is hereby given that sealed bids shall be received by Yakima County Road Department, 4<sup>th</sup> Floor, Yakima County Courthouse, Yakima, Washington until **2:00 p.m., Thursday, February 19, 2026** at which time the bids shall be opened and publicly read for the letting of one contract involving the following work:

Yakima County Project Number RC 3713, for improving approximately 1.40 miles of Independence Road, from N. Outlook Road to Fordyce Road located in Sunnyside, Washington, with the following major items of work and other associated items of work as detailed in the contract plans and specifications:

### **Project RC 3713**

Roadway Excavation Incl. Haul	12,040	C.Y.
Crushed Surfacing Base Course	16,525	TON
Crushed Surfacing Top Course	800	TON
HMA Class ½ In. PG 64H-28	10,680	TON

Rural Arterial Program funds and Yakima County Road funds are involved in the construction of these improvements.

Yakima County, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Complete digital project Bidding Documents are available at [www.questcdn.com](http://www.questcdn.com). You may download the digital plan documents for \$25 by inputting QuestCDN project #10022425 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, and working with this digital project information. An optional paper set of project plans and specifications may be obtained at the Office of the County Engineer located at 128 North 2nd Street, 4th Floor County Courthouse, Yakima, Washington 98901, (509) 574-2300 for \$60.00 per set, non-refundable.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check or surety bond payable to Yakima County Treasurer in an amount equal to five percent (5 %) of the total amount bid. Should the successful bidder fail to enter into such contract and furnish a satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Yakima County.

Informational copies of maps, plans, and specifications are on file for inspection in the office of the County Engineer, 128 North 2<sup>nd</sup> Street, 4<sup>th</sup> Floor County Courthouse, Yakima, Washington 98901.

The Board of County Commissioners expressly reserves the right to reject any and all bids or parts thereof.

ATTEST:

\_\_\_\_\_  
Julie Lawrence, Clerk of the Board *or*  
Erin Franklin, Deputy Clerk of the Board

PUBLISH: Yakima Herald Republic – February 5, 2026, and February 12, 2026  
Daily Journal of Commerce – February 5, 2026, and February 12, 2026

**Bill to:** Account No. 10830, Yakima County Auditor #14  
Yakima County Public Services  
128 North 2nd Street, 4<sup>th</sup> Floor  
Yakima, Washington 98901

## AGENDA REQUEST FORM

Return completed form and complete agenda item to the Clerk of the Board  
Yakima County Commissioners' Office, Room 232

Prepared by:

Doris Diaz, Judy Kendall, and Kendra Dorais

Department: Human Resources

Requested Agenda Date: 02/03/2026

Presenting: Judy Kendall

Document Title:

*Board of County Commissioners Record Assigned*

#

**036-2026**

APPROVED FOR AGENDA:

☐ Consent

☐ Regular

*Board of County Commissioners Determined*

IN THE MATTER OF ADDITIONS/DELETIONS TO BUDGETED POSITION IN DEPARMENT  
430 - CONSOLIDATED JUVENILE SERVICES; DEPARTMENT 460 - JUVENILE COURT

Action Requested: *Check Applicable Box*

- ☒ PASS RESOLUTION    ☐ EXECUTE or AMEND **AGREEMENT** CONTRACT or GRANT  
☐ ISSUE PROCLAMATION    ☐ PASS ORDINANCE    ☐ OTHER \_\_\_\_\_

Describe Fiscal Impact:

The request will be funded from existing department budget levels for 2026

Background Information:

The position change requests are based on the budgeting and staffing needs of the respective departments.

Summary & Recommendation:

HR recommends approval of the above.

Motion:

Department Head/ Elected Official

**AGREEMENT** Attached Is Approved as to Form  
Corporate Counsel Initial

Signature

*Late Agenda Requests Require BOCC Chairman Signature:*



# BOARD OF YAKIMA COUNTY COMMISSIONERS RESOLUTION

IN THE MATTER OF ADDITIONS/DELETIONS  
TO BUDGETED POSITIONS DEPARTMENT 430,  
CONSOLIDATED JUVENILE SERVICES;  
DEPARTMENT 460, JUVENILE COURT;

036-2026

**WHEREAS**, the Board of Yakima County Commissioners has approved the request to Eliminate Position No. 430-33, Office Specialist I (B21), in Department 430, Consolidated Juvenile Services; Establish Position No. 460-124, Office Specialist I, in Department 460, Juvenile Court, effective January 1, 2026; **now, therefore**,

**BE IT HEREBY RESOLVED** by the Board of Yakima County Commissioners that the following position be, and hereby is, added, deleted, and/or modified as follows:

FUND/DEPT	POS	FROM(TITLE)	RANGE	TO (TITLE)	RANGE
430 Con. Juvenile Svcs	430-33	Office Specialist I	B21	Delete	Delete
460 Juvenile Court	460-124	New	New	Office Specialist I	B21

**BE IT FURTHER RESOLVED** that the change shall be effective on the date indicated above and the Human Resources Department, County Auditor, and other affected departments be, and hereby are, directed to implement the terms of this resolution.

**DONE** this 3<sup>rd</sup> day of February 2026

*Attest:*

Julie Lawrence, Clerk of the Board *or*  
Erin Franklin, Deputy Clerk of the Board

\_\_\_\_\_  
LaDon Linde, Chair

\_\_\_\_\_  
Amanda McKinney, Commissioner

\_\_\_\_\_  
Kyle Curtis, Commissioner  
*Constituting the Board of County Commissioners  
for Yakima County, Washington*

# AGENDA REQUEST FORM

Return completed form and complete agenda item to the Clerk of the Board  
Yakima County Commissioners' Office, Room 232

Prepared by:

Doris Diaz, Judy Kendall, and Kendra Dorais

Department:

Human Resources

Requested Agenda Date:

02/03/2026

Presenting:

Judy Kendall

Document Title:

AGREEMENT/CONTRACT BETWEEN YAKIMA COUNTY AND ALTA LANGUAGE SERVICES, INC.

Action Requested: *Check Applicable Box*

- ☐ PASS RESOLUTION    ☒ EXECUTE or AMEND **AGREEMENT** CONTRACT or GRANT  
☐ ISSUE PROCLAMATION    ☐ PASS ORDINANCE    ☐ OTHER \_\_\_\_\_

Describe Fiscal Impact:

Background Information:

This agreement is to be extended for an additional period through December 31, 2026

Summary & Recommendation:

HR recommends approval of the above.

Motion:

Department Head/ Elected Official



Signature

**AGREEMENT** Attached Is Approved as to Form  
Corporate Counsel Initial



Late Agenda Requests Require BOCC Chairman Signature:

\_\_\_\_\_

Board of County Commissioners Record Assigned

#

BOCC Agreement

019-2026

Yakima County, WA

APPROVED FOR AGENDA:

☐ Consent

☐ Regular

Board of County Commissioners Determined



## AGREEMENT/CONTRACT

**THIS AGREEMENT/CONTRACT** is entered by Yakima County, hereinafter "County", whose address is 128 N. 2<sup>nd</sup> Street, Yakima, WA and **ALTA Language Services**, hereinafter "Contractor", more specifically identified as:

Name: **ALTA Language Services, Inc**  
Street: **3355 Lenox Road NE, Suite 750**  
City, State Zip: **Atlanta GA 30326**  
Federal Tax ID No/Social Security No. **58-23084091**  
Washington State Department of Revenue No.

**WITNESSETH:** In consideration of the terms and conditions contained, the parties agree as follows:

1. **Project:** Contractor agrees to do all work and furnish all materials necessary for performing the work in accordance with this agreement. **See Attachment A.**
2. **Amendments:** This agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.
3. **Consideration:** The County shall compensate Contractor ALTA Language Services. ALTA will provide automated (IVR) oral language evaluations, when available in the necessary languages, by telephone for individuals identified by Yakima County in the language(s) specified by Yakima County and available by Contractor. IVR tests are currently available in: Arabic, Arabic (Iraq), Dari, English, French, French (Canadian), German, Farsi (Western), Pashto, Spanish and Urdu. Additional language tests may be developed in the future.

Yakima County will administer and proctor evaluations according to proctoring instructions provided by ALTA. The testing candidate may call in at any time for their automated oral language evaluation. The completed exam will be submitted to ALTA electronically for scoring. ALTA will score each candidate's performance according to specified grading criteria.

The results of all evaluations will be submitted by ALTA to Yakima County's score recipient contact by email. ALTA will not discuss the testing results with the testing candidate.

Yakima County will compensate ALTA \$55.00 for each automated (IVR) oral language evaluation conducted.

ALTA will provide Yakima County via email with an invoice at the beginning of each month detailing the Services rendered on the previous month. Yakima County shall pay ALTA for Services rendered no later than thirty (30) days after receipt of an invoice in accordance with our warrant schedule.



4. **Independent contractor:** The parties agree that, for the purposes of this agreement, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory worker's compensation or employer liability insurance as required by state law.
5. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical disability in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation. The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to subject to this agreement.  
**Pay Transparency Nondiscrimination Provision:** The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.
6. **Assignment:** The Contractor shall not assign or subcontract any portion of the contracted activities without obtaining written prior approval from the County.
7. **Termination:** Either party may terminate this contract upon sixty-days written notice sent by mail to the addresses listed above.
8. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
9. **Insurance:** The Contractor agrees that at all times during the term of this contract that it will maintain on a primary and non-contributory basis and at its sole expense, the insurance



coverage limits and endorsements described below. All such insurance shall not be subject to any deductible or self-insured retention (SIR). There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to Yakima County. The requirements contained herein, as well as the County's or designee's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

- A. Commercial General Liability Insurance:** Contractor agrees to maintain a policy with a limit of liability of not less than two million (\$2,000,000.00) each occurrence and five million (\$5,000,000.00) General Aggregate coverage. Insurance shall be written on ISO occurrence form CG 00 01 or an alternative form providing equal or broader liability coverage. Such coverage shall not contain any endorsement(s) excluding or limited Products Completed, Operations, or Contractual Liability and/or Cross Liability. The County shall be named as Additional Insured under the coverage with respect to the work performed under this agreement.
- B. Workers' Compensation:** Contractor shall maintain coverage at limits as legally mandated by the Industrial Insurance Laws of the State of Washington.
- C. Professional Liability Insurance:** Such professional liability insurance shall be maintained in an amount not less than One Million Dollars (\$1,000,000.00), combined single limit per claim/aggregate. The Appellate Representation Provider further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but not limited to the amount of the deductible under the insurance policy.
- D. Other Insurance Provisions:** Contractor agrees that the insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability Insurance:
  - i. The Contractors' insurance coverage shall be primary insurance as respects those who are Additional Insureds under this agreement. Any insurance, self-insurance or insurance pool coverage maintained by the County shall be in excess of the Contractor's insurance and shall not contribute to it.
  - ii. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- E. Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth in this contract shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless. The Contractor



specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

- F. Verification of Coverage:** Prior to execution of this agreement, Contractor shall furnish the County with original Certificates of Insurance, and a copy of any amendatory endorsements, including without limitation, the Additional Insured endorsement, evidencing the insurance requirements.
- 10. Laws, venue, jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.
- 11. Term:** The term of this agreement shall be from the date of execution to December 31, 2026, unless an extension is agreed to by the parties, in writing prior to the termination of the original term of the agreement.
- 12. Confidentiality:** The Contractor shall use Personal Information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The Contractor shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if requested in writing by the party to this Agreement that provided the information. The County will comply with the Public Records Act at all times as well as other laws governing disclosure.
- 13. Inspection and Production of Records**
- A.** The records relating to the Services shall, at all times, be subject to inspection by and with the approval of the County, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Contract, notwithstanding the County's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the County sufficient, safe, and proper facilities, and/or send copies of the requested documents to the County. Contractor's records relating to the Services will be provided to the County upon the County's request.
- B.** Contractor shall promptly furnish the County with such information and records which are related to the Services of this Contract as may be requested by the County. Until the expiration of six (6) years after final payment of the compensation payable under this Contract, or for a longer period if required by law or by the Washington Secretary of State's record retention schedule, Contractor shall retain and provide the County access



to (and

the County shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services performed by Contractor under this Contract.

- C. All records relating to Contractor's services under this Contract must be made available to the County, and the records relating to the Services are Yakima County records. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by law. All records relating to Contractor's services under this Contract must be retained by Contractor for the minimum period of time required pursuant to the Washington Secretary of State's records retention schedule.
- D. **Records Retention for Auditing Purposes:** The Contractor agrees to maintain records and documents which accurately reflect all direct and indirect costs related to the delivery of contracted services. The Contractor further agrees to retain all fiscal and program records and other material relevant to this Agreement for at least seven years. Fiscal records must be retained until all audits are resolved.

The terms of this section shall survive any expiration or termination of this Contract.

- 14. **Records:** The Contractor agrees to maintain records and documents which accurately reflect all direct and indirect costs related to the delivery of contracted services. The Contractor further agrees to retain all fiscal and program records and other material relevant to this Agreement for at least seven years. Fiscal records must be retained until all audits are resolved.
- 15. **Inspection:** The Contractor shall, at no cost, provide to the County, and the Office of the State Auditor reasonable access to the Contractor's place of business and the Contractor's records. These inspection rights are intended to allow Contractor and the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Agreement terms. These inspection rights shall survive seven years following this Agreement's termination or expiration.
- 16. **Termination due to change in funding:** If the funds Yakima County relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, Yakima County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.
- 17. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement. Only a majority vote of a quorum of the Yakima County Board of County Commissioners has the authority to waive any term or condition of this Agreement on behalf of the County.
- 18. **Severability:** If any term of this Agreement is held invalid by any court, the remainder of the Agreement remains valid and in full force and effect.

*[Signature Page Follows]*

BOCC Agreement

019-2026

Agreement Number:

Yakima County, WA

DONE this 3<sup>rd</sup> day of February, 2025.

CONTRACTOR

Jacqueline Jarvis

By: \_\_\_\_\_

*Printed Name*

Signature: Jacqueline Jarvis

Title: Vice President

Commissioner Date: January 21, 2026

BOARD OF YAKIMA  
COUNTY  
COMMISSIONERS

BOARD OF YAKIMA COUNTY COMMISSIONERS

\_\_\_\_\_  
LaDon Linde, Chair

\_\_\_\_\_  
Amanda McKinney, Commissioner

\_\_\_\_\_  
Kyle Curtis, Commissioner  
*Constituting the Board of County Commissioners  
for Yakima County, Washington*

Attest:

\_\_\_\_\_  
Julie Lawrence, Clerk of the Board or  
Erin Franklin, Deputy Clerk of the Board

Yakima County Department/Office

By: Judith A. Kendall

*Printed Name*

Judith A. Kendall  
Department Head/Elected Official Signature

Title: HR Director

Date: January 16, 2026

ATTEST:

\_\_\_\_\_  
Julie Lawrence, Clerk of the Board  
Erin Franklin, Deputy Clerk of the Board

Approved as to form:

Befanie Weigand  
Deputy Prosecuting Attorney

Date: January 14, 2026  
Agreement/Contract



## ATTACHMENT A

### Language Testing Services - Description

**ALTA is not responsible for proctoring tests. Proctoring procedures are at the Customer's discretion. ALTA partners with ProctorU to proctor Listening & Speaking IVR and online tests for additional fees as per the "Proctoring Fees" section below.**

1. **AUTOMATED (IVR): LISTENING & SPEAKING ASSESSMENT– BILINGUAL MEDICAL ASSESSMENT – HEALTHCARE INSURANCE TERMINOLOGY ASSESSMENT - INTERPRETATION:** ALTA shall provide automated (IVR) listening & speaking, bilingual medical, healthcare insurance terminology, and/or interpretation language assessments by telephone for individuals identified by Customer in the language(s) specified by Customer and offered by ALTA.
  - a) Customer will assign the test through the ALTA portal.
  - b) The testing candidate may call in at any time for their automated oral language evaluation.
  - c) The completed exam will be submitted to ALTA electronically for scoring.
  - d) ALTA will score each candidate's performance according to specified grading criteria.
  - e) The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.
  - f) ALTA will not discuss the testing results with the testing candidate.
  
2. **ONLINE/PAPER: WRITING ASSESSMENT - TRANSLATION ASSESSMENT:** ALTA shall provide online and/or paper writing and/or translation language assessments for individuals identified by Customer in the language(s) specified by Customer and offered by ALTA.
  - a) Customer will assign the test through the ALTA portal.
  - b) Customer will submit completed exams back to ALTA electronically through the ALTA online testing portal.
  - c) ALTA will score each candidate's performance according to specified grading criteria.
  - d) The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.
  - e) ALTA will not discuss the testing results with the testing candidate.

## Language Testing Services - Rate Guide

Testing Item	Cost
Listening and Speaking (IVR)	\$55
Writing (online or paper)	\$66

### IVR tests:

Candidate called by ALTA \$8 per test

### Proctoring Fees

Testing Item	Cost
IVR Listening and Speaking	\$16
Online Writing	\$25





# BOARD OF YAKIMA COUNTY COMMISSIONERS

## Agenda Request Form (ARF)

*Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.*

Prepared by: Sandy Kobes

Department: Human Services

Requested Agenda Date: FEB 03 2026

Presenting: Esther Magasis/Lance Larsen

*Board of County Commissioners Record Assigned*

#

BOCC Agreement

**020-2026**

Yakima County, WA

### Action Requested – Check Applicable Box:

☐ PASS RESOLUTION

☒ EXECUTE or AMEND

☐ PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

☐ ISSUE PROCLAMATION

☐ OTHER \_\_\_\_\_

### Document Title:

Barth Clinic Rental Assistance Mental Health Sales Tax 2026 Contract (BC-RA-MHST-2026)

### Background Information:

This contract between Yakima County Human Services and Barth Clinic is awarded as part of the Behavioral Health and Substance Use Disorder RFP. This contract grants Barth Clinic \$276,000 for wraparound behavioral health and substance use treatment services, affordable housing, and ongoing post stabilization for individuals receiving treatment services throughout Yakima County, from January 1, 2026, to December 31, 2026. This is year one of a two-year award.

### Describe Fiscal Impact:

\$276,000

### Summary & Recommendation:

Recommend to approve.

Signed by:

Esther Magasis

DO41EA2B00C348E

Department Head/Elected Official Signature

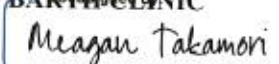
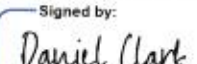
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DC

Corporate Counsel Initial (for Agreements Only)

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## HUMAN SERVICES CONTRACT FACE SHEET

CONTRACTOR IS A <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> VENDOR		CONTRACT NUMBER: <b>BC-RA-MHST-2026</b>	
1. NAME/ADDRESS: <b>Barth Clinic</b> 201 East Lincoln Avenue Suite 100 Yakima, WA 98901 (509) 457-5653	2. ORIGINAL CONTRACT AMOUNT: <b>\$276,000</b>	5. PREVIOUS CONTRACT AMOUNT:	
	3. CASH MATCH REQUIREMENT:	6. MODIFICATION AMOUNT:	
	4. TOTAL CONTRACT AMOUNT: <b>\$276,000</b>	7. NEW TOTAL CONTRACT AMOUNT:	
8. CONTACT: <b>Lindsey Underwood</b> 201 E Lincoln Avenue Suite 100 Yakima, WA 98901 (509) 457-5653 <a href="mailto:lindseyunderwood@barthclinic.com">lindseyunderwood@barthclinic.com</a>	9. COUNTY PROGRAM CONTACT: <b>Yakima County Human Services</b> Melissa Holm, Manager 223 N 1 <sup>st</sup> Street Yakima, WA 98901-2639 (509) 856-5005 <a href="mailto:Melissa.Holm@co.yakima.wa.us">Melissa.Holm@co.yakima.wa.us</a>	10. COUNTY FISCAL CONTACT: <b>Yakima County Human Services</b> Sandy Kobes, Accountant III 223 N 1 <sup>st</sup> Street Yakima, WA 98901-2639 (509) 823-8881 <a href="mailto:Sandy.Kobes@co.yakima.wa.us">Sandy.Kobes@co.yakima.wa.us</a>	
11. CONTRACT START DATE: <b>January 1, 2026</b>		12. CONTRACT END DATE: <b>December 31, 2026</b>	
13. FUNDING AUTHORITY: <b>Yakima County – Mental Health Sales Tax</b>			
14. CFDA NUMBER(s): <b>N/A</b>		15. CFDA TITLE(S): <b>N/A</b>	
16. PURPOSE: <b>Mental Health Sales Tax Project Award – Wraparound Mental Health and Substance Use Treatment Services</b>			
<b>EXHIBITS:</b> When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): <b>EXHIBIT A – Special Terms &amp; Performance Measures</b> <b>EXHIBIT B – Budget &amp; Billable Categories</b> <b>EXHIBIT C – Certificate of Insurance</b>			
This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.			
<b>BARTH CLINIC</b>  <small>4E22FDDE5734419</small> Meagan Takamori, Administrator  1/22/2026 Date  Approved as to Form: Signed by:  <small>4018C0B2CBE04F8</small> Deputy Prosecuting Attorney  Agreement Number <b>BOCC Agreement</b>		<b>BOARD OF COUNTY COMMISSIONERS</b>  LaDon Linde, Chair  Amanda McKinney, Commissioner  Kyle Curtis, Commissioner <b>FEB 03 2026</b> <b>DATED:</b> Attest: Julie Lawrence, Clerk of the Board Erin Franklin, Deputy Clerk of the Board	

020-2026

Yakima County, WA



## GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

- I. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
  - A. "Contract" The term contract is intended to mean an agreement creating obligations enforceable by law between the County and the contractor. For purposes of this "contract", the parties agree that all terms contained in the General Terms and Conditions and Special Terms and Performance Measures including any Exhibits and other documents, as well as any other attachments, are considered part of the "contract".
  - B. "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <https://www.govinfo.gov/app/collection/CFR>.
  - C. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - D. "Director" means the Director of the Yakima County Human Services Department.
  - E. "General Terms and Conditions" means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
  - F. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - G. "Principals," which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
  - H. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
  - I. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subrecipient") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.
  - J. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.

2. **Consideration:** The parties agree that the monetary consideration for this contract shall be identified in the face sheet and contained in the Budget section(s) of this Contract. The parties agree that the face amount of the contract is up to and not to exceed the full consideration due to the Contractor. Any additional modifications to this agreement regarding consideration must be mutually agreed to and be in writing to be effective.
3. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
4. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
5. **Circulars** These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The Federal Circulars found in Title 2 of the Code of Federal Regulations (CFR) provide the applicable administrative requirements, cost Principles and audit requirements. The Circulars are applicable to all non-federal recipients of Federal Awards unless specifically excluded. Subrecipients must follow this Circular and incorporated appendices and any future amendments, and any successor or replacement circulars or regulations.
6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.
7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the 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";
    - II. All material produced by the Contractor that is designated as "confidential" by the County;
    - 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" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPPA).

- B. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure, or violation of any State or Federal laws related thereto. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this agreement, whenever the County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of a Confidential Information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
8. **Conflicts of Interest:** Subrecipients shall provide a copy of their Conflict of Interest Statement/Policy prior to their first billing being paid. In addition, Subrecipients shall assure compliance with any applicable State or Federal laws relating to Conflicts of Interest.
9. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principals or Subrecipients becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.
10. **Disputes:** A Dispute Board shall determine disputes between the parties in the following manner: Each party shall appoint one member to the Dispute Board. The members appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Contract terms, and applicable statutes and rules and make a determination. This process shall constitute the final administrative remedy available to the parties. Each party reserves the right to litigate issues and matters in court de novo.
11. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.



12. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.
13. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.
- The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.
14. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
15. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
16. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 16 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 16, the Contractor specifically waives any immunity granted under the

state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

17. **Insurance:**

- A. The County certifies that it is insured as a member of the Washington Counties Risk Pool, and is otherwise self-insured, and can pay for losses for which it is found liable.
- B. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and automobile liability insurance with minimum limits of \$2,000,000 per occurrence and \$5,000,000 aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall, provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under this Agreement.
- C. In the event the insurance coverage expires or lapses, the parties agree that the contractor shall have an affirmative duty to immediately notify Yakima County of such event. The parties agree that the agreement performance shall be immediately suspended, and payments shall cease, and contractor shall have 30 calendar days to proactively provide the county with a new proof of adequate current coverage. If the contractor fails to provide adequate proof of current coverage the agreement will be terminated.

18. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:

- A. Document performance of all acts required by law, regulation, or this Contract;
- B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
- C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.



19. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

20. **Order of Precedence:** 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, to:

- A. Applicable federal and State of Washington statutes and regulations
- B. Special Terms and Conditions of this Contract;
- C. This Contract.

21. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

22. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.

23. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.



24. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Director of the Human Services Department or his assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subrecipient of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subrecipient be unable to satisfy its joint and several liability, the County and the Contractor shall share in the subrecipient's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the Contractor. This term shall not apply in the event of a settlement by either the County or the Contractor.

25. **Reporting Requirements:**

- A. The Contractor shall be responsible for providing reports to the County on a regular basis throughout the term of this Contract. Such reports shall include, but not be limited to, performance measures and outcomes identified in Exhibit A.

The County may require monthly reports; however, in such cases, the County shall provide the Contractor with at least 45 days' notice prior to the commencement of monthly reporting. In addition to the monthly reports, the County reserves the right to request ad hoc reports as needed, to monitor and assess performance or address specific concerns.

- B. Homeless Management Information System (HMIS):

If Yakima County Human Services department determines the project is HMIS eligible based on the HUD/HMIS Data Standards, the following additional reporting requirements will apply.

The Contractor shall timely and accurately enter data into the County Homeless Management Information System (HMIS) for every client served under this Agreement in accordance with HUD/HMIS Data Standards. HMIS required data elements are determined by the funder. HMIS data entry must be complete monthly no later than the 5<sup>th</sup> of the following month. Complete HMIS data entry includes:

- Entering/updating project client/household data in HMIS within 14 calendar days following the date of project enrollment/exit.
- Client data entered into HMIS no less frequently than weekly.
- Timely and accurate data entry information into HMIS of client(s) usage and services provided.

- C. Other Reporting Requirements:

If the Contractor fails to timely and/or accurately enter their HMIS data, the County reserves the right to withhold reimbursement until the data entry is completed. In such cases, withheld payments will be processed in the next month's check run, assuming the data entry is subsequently completed. A repeated pattern of failure to timely and/or accurately provide this information in the HMIS by Contractor, may lead to termination of the agreement and debarment for future contracts with Yakima County.

The Contractor shall utilize the HMIS housing inventory tool to manage the occupancy of units and update unit information as occupancy, or housing inventory changes. All unit information shall be in good faith timely and accurately updated within forty-eight (48) hours of an occupancy change and include notification to the grant manager. Contractor staff that are responsible for maintaining and/or updating the housing inventory shall attend offered training on the use and operation of the HMIS-based housing tool and will respond promptly to questions regarding housing inventory posed by the County. Guidance regarding the information needed to accurately account for housing inventory for the annual submission of the Housing Inventory Count Report and for local planning purposes can be found in HUD Notice CPD-16-060, pp. 5-17 as incorporated herein by reference.

The Contractor shall ensure that all applicable staff are fully trained and certified to operate the current prioritization tools as required by local, state, or federal Coordinated Entry guidelines (i.e., HENA & YAHA) prior to using these systems. Contractors providing permanent supportive housing and transitional housing programs will complete a vulnerability assessment on all program participants at program entry, program exit, and if applicable, annually.

County HMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to [www.yakimacounty.us](http://www.yakimacounty.us). Communications regarding updates to the website will be distributed via e-mail to contracted HMIS agencies. The Contractor will submit questions regarding participation in the HMIS, including data collection responsibilities, via the support request tool in the HMIS.

The Contractor shall submit data required for the Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-in-Time Count, Quarterly Data Quality Reports, and the System Performance Measures Report as specified by the County. The Contractor also agrees to submit any additional data from HMIS related to the funded program upon request.

26. **Contract Management Standards:** The Contractor shall maintain accurate records to account for its expenditures and program performance. The County has the right to monitor and audit the finances of the Contractor to ensure actual expenditures remain consistent with the spirit and intent of this Agreement. The County designee may inspect and audit all records and other materials and the Contractor shall make such available upon request.



27. **Internal Auditing Controls:** The Contractor shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All Contractor records with respect to any matters covered by this Agreement shall be made available to the County, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

The Contractor must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the County's Contract Representative, designated on the Face Sheet of this Agreement within the earlier of thirty (30) days after receipt of the auditor's report, or no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all findings and Management Letters, not only those related to funding received from the County. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the Contractor shall comply with Federal audit requirements for agencies who expend in excess of \$750,000 of federal funds. The County reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The Contractor that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the Contractor's most recent Audited Financial Statement to the County's Contract Representative, designated on the Face Sheet of this Agreement. The Contractor that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of Contractor's fiscal year end to the County's Contract Representative by mail.

The Contractor is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

Failure of the Contractor to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

28. **Religious Activities:** The Contractor acknowledges no portion of the public funds shall be appropriated for or applied to any religious activity or essentially religious endeavors, including but not limited to religious worship, exercise or instruction.

The Contractor acknowledges that government-paid staff is prohibited from conducting religious activities during their on-duty grant funded hours.

ALL participation in religious activities by clients must be purely voluntary. Religious activities should be conducted in a place and in a manner that allows clients to opt in (such as going to a room or space separate from the main facility) and that does not stigmatize those who elect not to participate.

No services provided by the Contractor shall be denied due to person's religious affiliation or lack thereof.



29. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
30. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
31. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima County's right to terminate this contract under the provisions set forth in item 30 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.
32. **Suspension or Termination:** The County may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms or this Agreement, which included but are not limited to the following:
- A. Failure to comply with the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, policies, or directives as may become applicable at any time;
  - B. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement including, but not limited to, the submission of any required documentation, certifications, or proof of compliance with contractual requirements, such as insurance certificates.
  - C. Ineffective or improper use of funds provided under this Agreement; and/or
  - D. Submission by the Contractor to the County reports that are incorrect or incomplete in any material respect.
  - E. Contractor's suspension, debarment, insolvency, or other actions of Contractor or Subcontractor(s) deemed to materially undermine the intent of providing services under the agreement between the parties.

If the Contractor fails to meet any obligation under this agreement the Contractor shall have thirty (30) calendar days from the date of written notice from Yakima County to remedy such deficiencies. If the Contractor fails to provide the required items within the 30-day period, the Agreement will automatically enter suspension status, during which Yakima County reserves the right to terminate the Agreement at any time;

During suspension status, Yakima County is under no obligation to release funds or provide resources under this Agreement.

Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on the Face Sheet.

If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

The County reserves the right to terminate the contract immediately effective upon receipt of written notice to Contractor for any alleged material breach of the contract which may include alleged violations of Washington or Federal Law, and/or any other violation of the terms of this agreement that would materially frustrate the purpose of this contract and/or subject Yakima County to potential financial and/or tort liability.

33. **Title to Property:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Contract shall remain with the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Contract shall pass to and vest in the County. The Contractor shall take reasonable steps to protect and maintain all the County property in its possession against loss or damage and shall return the County property to the County upon Contract termination or expiration, reasonable wear and tear excepted.

34. **Treatment of Client Property:** Unless otherwise provided in this Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under this Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property.

The Contractor shall provide clients under age 18 with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Contract, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

35. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the County.
36. **Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed to the representatives as identified on the Face Sheet of this agreement.



## EXHIBIT A

### SPECIAL TERMS & PERFORMANCE MEASURES

1. **Purpose of the Agreement:** Ensure timely access to behavioral health treatment and supportive services for individuals with mental health and substance use needs. The program is designed to reduce barriers to care by providing same-day treatment access, transportation assistance, peer support services, and onsite connections to basic needs resources. These services support treatment engagement, stability, and improved health outcomes.
2. **Program Delivery:** Provide behavioral health and substance use treatment services, affordable housing through Barth House and ongoing post stabilization for individuals receiving treatment services.
3. **Key Activities:**
  - Rental Assistance for Oxford/Barth House
  - Full Time Data Entry/Case Management Project Specific Specialist
  - Maintain documentation of services provided, referrals made, and patient engagement in accordance with contract and reporting requirements

Provide services to at least 250 unduplicated clients throughout Yakima County annually.
4. **Performance Measures:** Performance Reports will be submitted quarterly to the Office of Human Services. These reports will cover progress on total number of clients (deduplicated) served and the frequency of services provided to each unique client and narrative summaries detailing program success, encountered barriers, and significant changes to the program.

Annual Submission of staff models including vacant positions.

**EXHIBIT B****BUDGET**

GRANTEE is authorized to spend no more than **TWO HUNDRED SEVENTY-SIX THOUSAND AND 00/100 DOLLARS (\$276,000)** FROM January 1, 2026, through December 31, 2026.

<i>Category</i>	<i>Amount</i>
<b><i>Year 1: 1/1/2026-12/31/2026</i></b>	
Rental Assistance	\$240,000
Operations	\$36,000
<b>TOTAL YEAR 1</b>	<b>\$276,000</b>
<b><i>Year 2: 1/1/2027-12/31/2027***</i></b>	
Rental Assistance	\$240,000
Operations	\$36,000
<b>TOTAL YEAR 2</b>	<b>\$276,000</b>
<b>GRAND TOTAL:</b>	<b>\$552,000</b>

**\*\*\*YEAR 2 FUNDS CONTINGENT ON PERFORMANCE OF YEAR 1****1. Administrative (Indirect) Costs:**

- A. The Contractor may use a total of 10% for administrative (indirect). These costs must be substantially direct nexus between the new expanded program and cost.
- B. Contractors must incur administrative (indirect) costs proportionally with non-administrative (programmatic) costs. At no time may administrative costs exceed **10 percentage points above** the percentage of non-administrative costs expended.

*Example:* If 20% of non-administrative costs have been expended, administrative costs may not exceed 30% of the administrative budget.

**2. Non-Admin Expenses (Operations):**

- A. The sub-grantee will not be allowed to submit expenses for reimbursement for items not listed on the initial RFP application unless prior approved by



Yakima County Human Services Finance Manager. Yakima County reserves the right to assign a more detailed line-item budget to sub-grantees that matches the initial RFP application. Request for line-item adjustments must be submitted through email to the Finance Manager.

3. Payment Procedures:

- A. Requests for reimbursement by the Contractor shall be submitted no more than once per month using the invoice form provided by the County.
- B. At the Contractor's first request for reimbursement, Yakima County Human Services will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the contract will be acceptable. All back-up documentation must be available to the County and all other auditors, upon request. Reimbursement of expenditures for staff time spent on more than one source will require timesheets reflecting hours charged to the contract
- C. Monthly invoices and documentation must be submitted as follows:
  - Electronically: Submitted electronic invoices must be sent to [humanservicesinvoices@co.yakima.wa.us](mailto:humanservicesinvoices@co.yakima.wa.us) no later than the 25<sup>th</sup> of the month. If the 25<sup>th</sup> falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 25<sup>th</sup> falls on a Sunday, invoices must be received by close of business the following Monday.
  - Original invoice via delivery: Upon request, a signed original hard copy of the invoice must be submitted to Human Services. The signed original invoice must be received no later than the 25<sup>th</sup> of the month to be paid on the County's next scheduled warrant date at the following address:

Yakima County Human Services  
223 N. 1st Street  
Yakima, WA 98901

- D. All late invoices will not be paid until the following month; The decision to approve or deny payment of claims for services submitted more than 60 days after the end of the invoice period shall rest solely with the Human Services Director; the Director's decision shall be final and not capable of right to appeal.

- E. Submitted invoices must explicitly allocate costs by contracted line items. The Contractor is responsible for ensuring submitted cost documentation is clearly associated with contracted line items. Invoices not meeting this requirement will be returned for correction (All submission deadlines still apply to invoices in need of correction).
  - F. Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the County's Fiscal Contact as designated on the Face Sheet of this agreement.
  - G. Submitted costs ineligible for reimbursement or not properly supported will be deducted from the Contractor's reimbursement. Contractor will be provided a summary of deductions and may opt to submit a supplemental invoice providing additional documentation before the next month's invoicing deadline for these costs only. Should a contractor opt not to re-invoice, these costs will be considered void as of the close of the next invoicing period.
  - H. Contractor may request a budget line item be adjusted by up to 10% of the total annual amount between line items. Unless otherwise restricted by funding authorities, the contractor may request costs be moved between existing contractual line items but may not deviate from the contractual budget by more than 10%. This request must be made in writing, is subject to approval by the Yakima County Human Services Director and shall not be construed to allow any modification contrary to other contract requirements in the General Terms, Special Terms, or referenced contractual documents.
  - I. All program or billing related questions must be submitted to your agency's designated program manager directly at the Yakima County Human Services Department.
4. Duplication of Billed Costs:
- A. The Subrecipient shall not bill the Agency for services performed under this contract, and the Agency shall not pay the Subrecipient, if the Subrecipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.





# BOARD OF YAKIMA COUNTY COMMISSIONERS

## Agenda Request Form (ARF)

*Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.*

**Prepared by:** Sandy Kobes  
**Department:** Human Services Department  
**Requested Agenda Date:** \_\_\_\_\_  
**Presenting:** Esther Magasis/Lance Larsen

Board of County Commissioners Record Assigned

#

BOCC Agreement

**021-2026**

Yakima County, WA

### Action Requested – Check Applicable Box:

☐ PASS RESOLUTION

☐ PASS ORDINANCE

☐ ISSUE PROCLAMATION

☒ EXECUTE or AMEND

AGREEMENT, CONTRACT, or GRANT

☐ OTHER \_\_\_\_\_

### Document Title:

Yakima County Superior Court Mental Health Sales Tax 2026 Contract  
 (YC-SC-MHST-2026)

### Background Information:

This contract is between Yakima County Human Services and Yakima County Superior Court as part of the allocation of funds from the Mental Health Sales Tax. This contract grants Yakima County Superior Court \$239,168 to provide funding for drug court program from January 1, 2026, to December 31, 2026.

### Describe Fiscal Impact:

\$239,168 for the Superior Court drug court program.

### Summary & Recommendation:

Recommend to approve.

Signed by:

*Esther Magasis*

DocuSign Envelope ID: 80958D4A6B72420

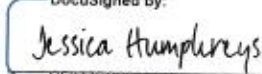
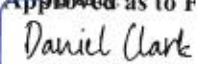
Department Head/Elected Official Signature

Initial

*DC*

Corporate Counsel Initial (for Agreements Only)

## HUMAN SERVICES CONTRACT FACE SHEET

CONTRACTOR IS A <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> VENDOR		CONTRACT NUMBER: YC-SC-MHST-2026	
1. NAME/ADDRESS: <b>Yakima County Superior Court</b> 128 N 2nd Street, Room #314 Yakima, WA 98901 (509) 574-2710	2. ORIGINAL CONTRACT AMOUNT: <b>\$239,168</b>	5. PREVIOUS CONTRACT AMOUNT:	
	3. CASH MATCH REQUIREMENT:	6. MODIFICATION AMOUNT:	
	4. TOTAL CONTRACT AMOUNT: <b>\$239,168</b>	7. NEW TOTAL CONTRACT AMOUNT:	
8. CONTACT: <b>Jessica Humphreys, Director</b> 128 N 2nd Street, Room #314 Yakima, WA 98901 (509) 574-2736 <a href="mailto:Jessica.humphreys@co.yakima.wa.us">Jessica.humphreys@co.yakima.wa.us</a>	9. COUNTY PROGRAM CONTACT: <b>Yakima County Human Services</b> Melissa Holm, Manager 223 N 1st Street Yakima, WA 98901-2639 (509) 856-5005 <a href="mailto:Melissa.Holm@co.yakima.wa.us">Melissa.Holm@co.yakima.wa.us</a>	10. COUNTY FISCAL CONTACT: <b>Yakima County Human Services</b> Sandy Kobes, Accountant III 223 N 1st Street Yakima, WA 98901-2639 (509) 574-1367 <a href="mailto:Sandy.Kobes@co.yakima.wa.us">Sandy.Kobes@co.yakima.wa.us</a>	
11. CONTRACT START DATE: <b>January 1, 2026</b>		12. CONTRACT END DATE: <b>December 31, 2026</b>	
13. FUNDING AUTHORITY: <b>Yakima County – Mental Health Sales Tax</b>			
14. CFDA NUMBER(s): <b>N/A</b>		15. CFDA TITLE(S): <b>N/A</b>	
16. PURPOSE: <b>Drug Court Program</b>			
<b>EXHIBITS:</b> When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): <b>EXHIBIT A – Special Terms &amp; Performance Measures</b> <b>EXHIBIT B – Budget &amp; Billable Categories</b>			
This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.			
<b>YAKIMA COUNTY SUPERIOR COURT</b> DocuSigned by:  CF277EC22003431 Jessica Humphreys, Director  1/22/2026 Date		<b>BOARD OF COUNTY COMMISSIONERS</b>  LaDon Linde, Chair  Amanda McKinney, Commissioner  Kyle Curtis, Commissioner <b>DATED FEB 03 2026</b> Attest: _____ Julie Lawrence, Clerk of the Board Erin Franklin, Deputy Clerk of the Board	
Approved as to Form:  4016C052CBE04F8 Deputy Prosecuting Attorney  Agreement Number  BOCC Agreement			

021-2026

Yakima County, WA



## GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

- I. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
  - A. "Contract" The term contract is intended to mean an agreement creating obligations enforceable by law between the County and the contractor. For purposes of this "contract", the parties agree that all terms contained in the General Terms and Conditions and Special Terms and Performance Measures including any Exhibits and other documents, as well as any other attachments, are considered part of the "contract".
  - B. "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <https://www.govinfo.gov/app/collection/CFR>.
  - C. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - D. "Director" means the Director of the Yakima County Department of Human Services.
  - E. "General Terms and Conditions" means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
  - F. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - G. "Principals," which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
  - H. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
  - I. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subrecipient") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.

- J. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Consideration:** The parties agree that the monetary consideration for this contract shall be identified in the face sheet and contained in the budget section(s) of this Contract. The parties agree that the face amount of the contract is up to and not to exceed the full consideration due to the Contractor. Any additional modifications to this agreement regarding consideration must be mutually agreed to and be in writing to be effective.
  3. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
  4. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
  5. **Circulars:** These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The Federal Circulars found in Title 2 of the Code of Federal Regulations (CFR) provide the applicable administrative requirements, cost Principles and audit requirements. The Circulars are applicable to all non-federal recipients of Federal Awards unless specifically excluded. Subrecipients must follow this Circular and incorporated appendices and any future amendments, and any successor or replacement circulars or regulations.
  6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.
  7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the 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".
      - II. All material produced by the Contractor that is designated as "confidential" by the County.



- 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" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPPA).
- B. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure, or violation of any State or Federal laws related thereto. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this agreement, whenever the County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of a Confidential Information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
8. **Conflicts of Interest:** Subrecipients shall provide a copy of their Conflict-of-Interest Statement/Policy prior to their first billing being paid. In addition, Subrecipients shall assure compliance with any applicable State or Federal laws relating to Conflicts of Interest.
9. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principals or Subrecipients becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.
10. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.
11. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.



12. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.
- The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.
13. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
14. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
15. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 16 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 16, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.



16. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:
- A. Document performance of all acts required by law, regulation, or this Contract.
  - B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
  - C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
17. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.
- The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
18. **Order of Precedence:** 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, to:
- A. Applicable federal and State of Washington statutes and regulations.
  - B. Special Terms and Conditions of this Contract.
  - C. This Contract.
19. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes but is not limited to books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

20. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
21. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.
22. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Director of the Department of Human Services or his assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subrecipient of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subrecipient be unable to satisfy its joint and several liability, the County and the Contractor shall share in the subrecipient's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the Contractor. This term shall not apply in the event of a settlement by either the County or the Contractor.
23. **Reporting Requirements:** The Contractor shall be responsible for providing reports to the County on a regular basis throughout the term of this Contract. Such reports shall include, but not be limited to, performance measures and outcomes identified in Exhibit A.
- The County may require monthly reports; however, in such cases, the County shall provide the Contractor with at least 45 days' notice prior to the commencement of monthly reporting. In addition to the monthly reports, the County reserves the right to request ad hoc reports as needed, to monitor and assess performance or address specific concerns.
24. **Contract Management Standards:** The Contractor shall maintain accurate records to account for its expenditures and program performance. The County has the right to monitor and audit the finances of the Contractor to ensure actual expenditures remain consistent with the spirit and intent of this Agreement. The County designee may inspect and audit all records and other materials and the Contractor shall make such available upon request.



25. **Internal Auditing Controls:** The Contractor shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All Contractor records with respect to any matters covered by this Agreement shall be made available to the County, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

The Contractor must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the County's Contract Representative, designated on the Face Sheet of this Agreement within the earlier of thirty (30) days after receipt of the auditor's report, or no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all findings and Management Letters, not only those related to funding received from the County. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the Contractor shall comply with Federal audit requirements for agencies who expend in excess of \$750,000 of federal funds. The County reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The Contractor that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the Contractor's most recent Audited Financial Statement to the County's Contract Representative, designated on the Face Sheet of this Agreement. The Contractor that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of Contractor's fiscal year end to the County's Contract Representative by mail.

The Contractor is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

Failure of the Contractor to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

26. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
27. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

28. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima County's right to terminate this contract under the provisions set forth in item 30 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.
29. **Suspension or Termination:** The County may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms or this Agreement, which included but are not limited to the following:
- A. Failure to comply with the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, policies, or directives as may become applicable at any time; and
  - B. Failure for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement; and
  - C. Ineffective or improper use of funds provided under this Agreement; and/or
  - D. Submission by the Contractor to the County reports that are incorrect or incomplete in any material respect.

Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on the Face Sheet.

If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

The County reserves the right to terminate the contract immediately effective upon receipt of written notice to Contractor for any alleged material breach of the contract which may include alleged violations of Washington or Federal Law, and/or any other violation of the terms of this agreement that would materially frustrate the purpose of this contract and/or subject Yakima County to potential financial and/or tort liability.

30. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the County.
31. **Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed to the representatives as identified on the Face Sheet of this agreement.



## EXHIBIT A

### SPECIAL TERMS & PERFORMANCE MEASURES

1. **Purpose of the Agreement:** Provide staff to expand therapeutic court services for individuals with the Yakima County.
2. **Program Delivery:** In collaboration with Merit Resources and Comprehensive, superior court substance use disorder treatment and mental/behavioral health services both during and after a client's participation.

3. **Key Activities:**
  - 0.42 FTE Therapeutic Courts Coordinator
  - 1.0 FTE Therapeutic Courts Office Specialist
  - 0.14 FTE Administrative Supervisor for Therapy Court
  - 0.5 FTE Law Enforcement Officer

Training, travel, and tuition costs for teams as allowable and approved by the Human Services Department.

4. **Performance Measures:** Performance Reports will be submitted quarterly to the Office of Human Services. These reports will cover progress on target outcomes and include narrative summaries detailing program success, encountered barriers, and significant changes. The specified target outcomes are as follows:

A graduation rate of at least 75% for Drug Court participants, with graduates exhibiting a 60% lower recidivism rate compared to non-graduates, starting from the year 2025.

At least 85% of program graduates obtaining a GED or high school diploma.

At least 85% of program graduates obtaining a driver's license.

**EXHIBIT B****BUDGET**

GRANTEE is authorized to spend no more than **TWO HUNDRED THIRTY-NINE THOUSAND ONE HUNDRED SIXTY-EIGHT AND 00/100 DOLLARS (\$239,168) FROM January 1st, 2025, through December 31st, 2025.**

Category	Amount
Staff Salaries and Benefits	\$208,168
Travel and Tuition Costs for Teams	\$20,000
Vehicle ER&R	\$11,000
<b>TOTAL</b>	<b>\$239,168</b>

1. Non-Admin Expenses (Operations):

- A. The sub-grantee will not be allowed to submit expenses for reimbursement for items not listed on the initial RFP application unless prior approved by Yakima County Human Services Finance Manager. Yakima County reserves the right to assign a more detailed line-item budget to sub-grantees that matches the initial RFP application. Request for line-item adjustments must be submitted through email to the Finance Manager

2. Payment Procedures:

- A. Requests for reimbursement by the Contractor shall be submitted no more than once per month using the invoice form provided by the County.
- B. At the Contractor's first request for reimbursement, Yakima County Human Services will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the contract will be acceptable. All back-up documentation must be available to the County and all other auditors, upon request. Reimbursement of expenditures for staff time spent on more than one source will require timesheets reflecting hours charged to the contract
- C. Monthly invoices and documentation must be submitted as follows:



- Electronically: Submitted electronic invoices must be sent to [humanservicesinvoices@co.yakima.wa.us](mailto:humanservicesinvoices@co.yakima.wa.us) no later than the 25<sup>th</sup> of the month. If the 25<sup>th</sup> falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 25<sup>th</sup> falls on a Sunday, invoices must be received by close of business the following Monday.
- Original invoice via delivery: Upon request, a signed original hard copy of the invoice must be submitted to Human Services. The signed original invoice must be received no later than the 25<sup>th</sup> of the month to be paid on the County's next scheduled warrant date at the following address:

Yakima County Human Services  
223 N. 1st Street  
Yakima, WA 98901

- D. All late invoices will not be paid until the following month; The decision to approve or deny payment of claims for services submitted more than 60 days after the end of the invoice period shall rest solely with the Human Services Director; the Director's decision shall be final and not capable of right to appeal.
- E. Submitted invoices must explicitly allocate costs by contracted line items. The Contractor is responsible for ensuring submitted cost documentation is clearly associated with contracted line items. Invoices not meeting this requirement will be returned for correction (All submission deadlines still apply to invoices in need of correction).
- F. Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the County's Fiscal Contact as designated on the Face Sheet of this agreement.
- G. Submitted costs ineligible for reimbursement or not properly supported will be deducted from the Contractor's reimbursement. Contractor will be provided a summary of deductions and may opt to submit a supplemental invoice providing additional documentation before the next month's invoicing deadline for these costs only. Should a contractor opt not to re-invoice, these costs will be considered void as of the close of the next invoicing period.

- H. Contractor may request a budget line item be adjusted by up to 10% of the total annual amount between line items. Unless otherwise restricted by funding authorities, the contractor may request costs be moved between existing contractual line items but may not deviate from the contractual budget by more than 10%. This request must be made in writing, is subject to approval by the Yakima County Human Services Director and shall not be construed to allow any modification contrary to other contract requirements in the General Terms, Special Terms, or referenced contractual documents.
  - I. All program or billing related questions must be submitted to your agency's designated program manager directly at the Yakima County Human Services Department.
3. Duplication of Billed Costs:
- A. The Subrecipient shall not bill the Agency for services performed under this contract, and the Agency shall not pay the Subrecipient, if the Subrecipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.





# BOARD OF YAKIMA COUNTY COMMISSIONERS

## Agenda Request Form (ARF)

*Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.*

Prepared by: Sandy Kobes

Department: Human Services

Requested Agenda Date: \_\_\_\_\_

Presenting: Esther Magasis/Lance Larsen

*Board of County Commissioners Record Assigned*

#

BOCC Agreement

**0 2 2 - 2 0 2 6**

Yakima County, WA

### Action Requested – Check Applicable Box:

☐ PASS RESOLUTION

☒ EXECUTE or AMEND

☐ PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

☐ ISSUE PROCLAMATION

☐ OTHER \_\_\_\_\_

### Document Title:

Yakima County Department of Corrections Comprehensive Healthcare Gap Mental Health Sales Tax 2026 Contract (YC-DOC-CHGAP-MHST-2026)

### Background Information:

This contract is between Yakima County Human Services and Yakima County Department of Corrections as part of the allocation of funds from the Mental Health Sales Tax. This contract grants Yakima County Department of Corrections \$404,700 to cover the shortfall in Comprehensive Healthcare funding gap in mental health services for incarcerated individuals with mental illness from January 1, 2026, to December 31, 2026.

### Describe Fiscal Impact:

\$404,700

### Summary & Recommendation:

Recommend to approve.

Signed by:

Esther Magasis

0041E4260DC048E...

Department Head/Elected Official Signature

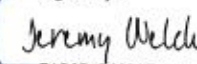
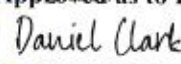
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Initial

DC

Corporate Counsel Initial (for Agreements Only)

## HUMAN SERVICES CONTRACT FACE SHEET

CONTRACTOR IS A <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> VENDOR		CONTRACT NUMBER: <b>YC-DOC-CHGAP-MHST-2026</b>	
1. NAME/ADDRESS: <b>Yakima County Dept of Corrections</b> 111 N Front Street Yakima, WA 98901 (509) 574-1758	2. ORIGINAL CONTRACT AMOUNT: <b>\$404,700</b>	5. PREVIOUS CONTRACT AMOUNT:	
	3. CASH MATCH REQUIREMENT:	6. MODIFICATION AMOUNT:	
	4. TOTAL CONTRACT AMOUNT: <b>\$404,700</b>	7. NEW TOTAL CONTRACT AMOUNT:	
8. CONTACT: <b>Jeremy Welch</b> 111 N Front Street Yakima, WA 98901 (509) 574-1758 <a href="mailto:Jeremy.Welch@co.yakima.wa.us">Jeremy.Welch@co.yakima.wa.us</a>	9. COUNTY PROGRAM CONTACT: <b>Yakima County Human Services</b> Melissa Holm, Manager 223 N 1 <sup>st</sup> Street Yakima, WA 98901-2639 (509) 856-5005 <a href="mailto:Melissa.Holm@co.yakima.wa.us">Melissa.Holm@co.yakima.wa.us</a>	10. COUNTY FISCAL CONTACT: <b>Yakima County Human Services</b> Sandy Kobes, Accountant III 223 N 1 <sup>st</sup> Street Yakima, WA 98901-2639 (509) 574-1367 <a href="mailto:Sandy.Kobes@co.yakima.wa.us">Sandy.Kobes@co.yakima.wa.us</a>	
11. CONTRACT START DATE: <b>January 1, 2026</b>		12. CONTRACT END DATE: <b>December 31, 2026</b>	
13. FUNDING AUTHORITY: <b>Yakima County – Mental Health Sales Tax</b>			
14. CFDA NUMBER(s): <b>N/A</b>		15. CFDA TITLE(S): <b>N/A</b>	
16. PURPOSE: <b>Comprehensive Healthcare Shortfall</b>			
<b>EXHIBITS:</b> When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): <b>EXHIBIT A – Special Terms &amp; Performance Measures</b> <b>EXHIBIT B – Budget &amp; Billable Categories</b> <b>EXHIBIT C – Service Agreement Between Comprehensive Healthcare and Yakima County</b>			
This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.			
<b>YAKIMA COUNTY DEPARTMENT OF CORRECTIONS</b> Signed by:  EAD907B639AF68D Jeremy Welch, Director 1/22/2026 Date		<b>BOARD OF COUNTY COMMISSIONERS</b> _____ LaDon Linde, Chair _____ Amanda McKinney, Commissioner	
<b>Approved as to Form:</b>  4016C0B2C8E04F6 Deputy Prosecuting Attorney		Kyle Curtis, Commissioner <b>DATED: FEB 03 2026</b> Attest: _____ Julie Lawrence, Clerk of the Board _____ Erin Franklin, Deputy Clerk of the Board	
<b>Agreement Number</b> BOCC Agreement <b>022-2026</b>			

Yakima County, WA



## GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

1. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
  - A. "Contract" The term contract is intended to mean an agreement creating obligations enforceable by law between the County and the contractor. For purposes of this "contract", the parties agree that all terms contained in the General Terms and Conditions and Special Terms and Performance Measures including any Exhibits and other documents, as well as any other attachments, are considered part of the "contract".
  - B. "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <https://www.govinfo.gov/app/collection/CFR>.
  - C. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - D. "Director" means the Director of the Yakima County Department of Human Services.
  - E. "General Terms and Conditions" means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
  - F. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - G. "Principals," which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
  - H. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
  - I. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subrecipient") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.

- J. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Consideration:** The parties agree that the monetary consideration for this contract shall be identified in the face sheet and contained in the budget section(s) of this Contract. The parties agree that the face amount of the contract is up to and not to exceed the full consideration due to the Contractor. Any additional modifications to this agreement regarding consideration must be mutually agreed to and be in writing to be effective.
  3. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
  4. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
  5. **Circulars:** These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The Federal Circulars found in Title 2 of the Code of Federal Regulations (CFR) provide the applicable administrative requirements, cost Principles and audit requirements. The Circulars are applicable to all non-federal recipients of Federal Awards unless specifically excluded. Subrecipients must follow this Circular and incorporated appendices and any future amendments, and any successor or replacement circulars or regulations.
  6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.
  7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the 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".
      - II. All material produced by the Contractor that is designated as "confidential" by the County.



- 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" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPPA).
- B. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure, or violation of any State or Federal laws related thereto. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this agreement, whenever the County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of a Confidential Information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
8. **Conflicts of Interest:** Subrecipients shall provide a copy of their Conflict-of-Interest Statement/Policy prior to their first billing being paid. In addition, Subrecipients shall assure compliance with any applicable State or Federal laws relating to Conflicts of Interest.
9. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principals or Subrecipients becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.
10. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.
11. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.



12. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

13. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
14. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
15. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 16 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 16, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.



16. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:
- A. Document performance of all acts required by law, regulation, or this Contract.
  - B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
  - C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
17. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.
- The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
18. **Order of Precedence:** 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, to:
- A. Applicable federal and State of Washington statutes and regulations.
  - B. Special Terms and Conditions of this Contract.
  - C. This Contract.
19. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes but is not limited to books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

20. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
21. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.
22. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Director of the Department of Human Services or his assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subrecipient of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subrecipient be unable to satisfy its joint and several liability, the County and the Contractor shall share in the subrecipient's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the Contractor. This term shall not apply in the event of a settlement by either the County or the Contractor.
23. **Reporting Requirements:** The Contractor shall be responsible for providing reports to the County on a regular basis throughout the term of this Contract. Such reports shall include, but not be limited to, performance measures and outcomes identified in Exhibit A.
- The County may require monthly reports; however, in such cases, the County shall provide the Contractor with at least 45 days' notice prior to the commencement of monthly reporting. In addition to the monthly reports, the County reserves the right to request ad hoc reports as needed, to monitor and assess performance or address specific concerns.
24. **Contract Management Standards:** The Contractor shall maintain accurate records to account for its expenditures and program performance. The County has the right to monitor and audit the finances of the Contractor to ensure actual expenditures remain consistent with the spirit and intent of this Agreement. The County designee may inspect and audit all records and other materials and the Contractor shall make such available upon request.



25. **Internal Auditing Controls:** The Contractor shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All Contractor records with respect to any matters covered by this Agreement shall be made available to the County, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

The Contractor must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the County's Contract Representative, designated on the Face Sheet of this Agreement within the earlier of thirty (30) days after receipt of the auditor's report, or no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all findings and Management Letters, not only those related to funding received from the County. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the Contractor shall comply with Federal audit requirements for agencies who expend in excess of \$750,000 of federal funds. The County reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The Contractor that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the Contractor's most recent Audited Financial Statement to the County's Contract Representative, designated on the Face Sheet of this Agreement. The Contractor that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of Contractor's fiscal year end to the County's Contract Representative by mail.

The Contractor is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

Failure of the Contractor to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

26. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
27. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

28. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima County's right to terminate this contract under the provisions set forth in item 30 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.
29. **Suspension or Termination:** The County may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms or this Agreement, which included but are not limited to the following:
- A. Failure to comply with the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, policies, or directives as may become applicable at any time; and
  - B. Failure for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement; and
  - C. Ineffective or improper use of funds provided under this Agreement; and/or
  - D. Submission by the Contractor to the County reports that are incorrect or incomplete in any material respect.
- Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on the Face Sheet.
- If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.
- The County reserves the right to terminate the contract immediately effective upon receipt of written notice to Contractor for any alleged material breach of the contract which may include alleged violations of Washington or Federal Law, and/or any other violation of the terms of this agreement that would materially frustrate the purpose of this contract and/or subject Yakima County to potential financial and/or tort liability.
30. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the County.
31. **Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed to the representatives as identified on the Face Sheet of this agreement.



## EXHIBIT A

### SPECIAL TERMS & PERFORMANCE MEASURES

1. **Purpose of the Agreement:**

Yakima County Department of Corrections (YCDOC) holds a contract with Comprehensive Healthcare for services to mentally ill incarcerated individuals

YCDOC has an anticipated shortfall in their budget of \$404,700. The Board of County Commissioners agreed to fund this shortfall in an amount up to \$404,700 for the contract period listed out of Mental Health Sales Tax.

2. **Key Activities:**

These funds will be used exclusively to fund services provided by Comprehensive Healthcare under the Service Agreement Between Comprehensive Healthcare and Yakima County (BOCC Agreement 246-2023). Because these are shortfall funds, they can only be used after the existing DOC budget for this program has been exhausted. Language from the Service Agreement Between Comprehensive Healthcare and Yakima County can be found in Exhibit C. Any official modifications to the Service Agreement subsequent to the issuance of this contract will override the language found in Exhibit C.

**EXHIBIT B****BUDGET**

GRANTEE is authorized to spend no more than **FOUR HUNDRED FOUR THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$404,700) FROM January 1st, 2026, through December 31st, 2026.**

Category	Amount
Staff Salaries and Benefits	\$404,700
<b>TOTAL</b>	<b>\$404,700</b>

1. Non-Admin Expenses (Operations):

- A. The sub-grantee will not be allowed to submit expenses for reimbursement for items not listed on the initial RFP application unless prior approved by Yakima County Human Services Finance Manager. Yakima County reserves the right to assign a more detailed line-item budget to sub-grantees that matches the initial RFP application. Request for line-item adjustments must be submitted through email to the Finance Manager

2. Payment Procedures:

- A. Requests for reimbursement by the Contractor shall be submitted no more than once per month using the invoice form provided by the County.
- B. At the Contractor's first request for reimbursement, Yakima County Human Services will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the contract will be acceptable. All back-up documentation must be available to the County and all other auditors, upon request. Reimbursement of expenditures for staff time spent on more than one source will require timesheets reflecting hours charged to the contract
- C. Monthly invoices and documentation must be submitted as follows:
- Electronically: Submitted electronic invoices must be sent to [humanservicesinvoices@co.yakima.wa.us](mailto:humanservicesinvoices@co.yakima.wa.us) no later than the 25<sup>th</sup> of the



month. If the 25<sup>th</sup> falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 25<sup>th</sup> falls on a Sunday, invoices must be received by close of business the following Monday.

- Original invoice via delivery: Upon request, a signed original hard copy of the invoice must be submitted to Human Services. The signed original invoice must be received no later than the 25<sup>th</sup> of the month to be paid on the County's next scheduled warrant date at the following address:

Yakima County Human Services  
223 N. 1st Street  
Yakima, WA 98901

- D. All late invoices will not be paid until the following month; The decision to approve or deny payment of claims for services submitted more than 60 days after the end of the invoice period shall rest solely with the Human Services Director; the Director's decision shall be final and not capable of right to appeal.
- E. Submitted invoices must explicitly allocate costs by contracted line items. The Contractor is responsible for ensuring submitted cost documentation is clearly associated with contracted line items. Invoices not meeting this requirement will be returned for correction (All submission deadlines still apply to invoices in need of correction).
- F. Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the County's Fiscal Contact as designated on the Face Sheet of this agreement.
- G. Submitted costs ineligible for reimbursement or not properly supported will be deducted from the Contractor's reimbursement. Contractor will be provided a summary of deductions and may opt to submit a supplemental invoice providing additional documentation before the next month's invoicing deadline for these costs only. Should a contractor opt not to re-invoice, these costs will be considered void as of the close of the next invoicing period.
- H. Contractor may request a budget line item be adjusted by up to 10% of the total annual amount between line items. Unless otherwise restricted by funding authorities, the contractor may request costs be moved between existing contractual line items but may not deviate from the contractual budget

by more than 10%. This request must be made in writing, is subject to approval by the Yakima County Human Services Director and shall not be construed to allow any modification contrary to other contract requirements in the General Terms, Special Terms, or referenced contractual documents.

- I. All program or billing related questions must be submitted to your agency's designated program manager directly at the Yakima County Human Services Department.
3. Duplication of Billed Costs:
- A. The Subrecipient shall not bill the Agency for services performed under this contract, and the Agency shall not pay the Subrecipient, if the Subrecipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.



## **EXHIBIT C**

### **SERVICE AGREEMENT BETWEEN COMPREHENSIVE HEALTHCARE AND YAKIMA COUNTY**

See agreement starting on next page.

**SERVICE AGREEMENT  
BETWEEN  
COMPREHENSIVE HEALTHCARE AND  
YAKIMA COUNTY**

**I. PARTIES**

THIS AGREEMENT is entered into between YAKIMA COUNTY, Washington, herein the "County", whose address is 128 N. 2nd Street, Yakima, Washington, 98901, and Comprehensive Healthcare, whose address is 402 S. 4th Ave, Yakima WA 98902, hereinafter "Comprehensive".

**II. WITNESSETH:**

In consideration of the terms and conditions contained herein and the attached documents, which are made a part of this contract by this reference, the parties hereto agree as follows:

Comprehensive shall do all work and furnish all materials necessary for performing the work in accordance with the terms and conditions described below.

**III. RECITALS**

- 3.1 Comprehensive desires to provide Behavioral Health care services and coordination services to inmates in the custody of the Yakima County Department of Corrections (YCDOC).
- 3.2 Medical services provided by Comprehensive under this Agreement shall include but not be limited to psychiatric medication management services.
- 3.3 Clinical services provided by Comprehensive under this Agreement shall include but not limited to screenings, case management, individual therapy, substance use disorder assessments, substance use disorder treatment, medication management, and clinical supervision.
- 3.4 Substance use disorder prevention and education services provided by Comprehensive under this agreement shall include parent training classes (Strong Families) and substance use disorder education groups.
- 3.5 Coordination services provided by Comprehensive under this Agreement shall include but not be limited to management and operational supervision of mental health programs and services, human resources, and supervision of direct support services.



- 3.6 The County shall provide information services support for Comprehensive employees in collaboration with Yakima County's Technology Services Department in order to connect Comprehensive employees to County and Comprehensive's email, intranet, and client data systems.

#### IV. TERM

- 4.1 The duration of this Agreement shall be from July 1, 2023 to June 30, 2025 unless otherwise terminated in accordance with Section 11.6 of this Agreement. This contract can be extended for up to six (6) consecutive years, with mutually negotiated rate increases accounting for increased contractor costs each year.
- 4.2 This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the County and Comprehensive.
- 4.3 The payment of money by the County under any provisions hereto is contingent upon the availability of funds appropriated to pay the sums pursuant to this Agreement. In the event that funding for this Agreement becomes unavailable, withdrawn, reduced, insufficient, or limited in any way, the County shall have the right to terminate or modify the terms of this Agreement without penalty and without the ninety (90) day notice period described in section 11.6, except for services already provided.

#### V. PROGRAM COORDINATION

- 5.1 General. Comprehensive shall provide program oversight and coordination services for the Behavioral Health Services of the Yakima County Department of Corrections (YCDOC). These services shall include, but not be limited to, program design, implementation, evaluation, modification, and termination. With guidance from YCDOC leadership, and within available resources, Comprehensive will update and formalize the policies and procedures for the jail based services. This includes changes stemming from the collaborative process from third party monitors.
- 5.2 The County will provide a work station for each of Comprehensive's staff within the YCDOC facility in which Comprehensive's staff provides services under this Agreement. The County will provide reasonable infrastructure to accommodate virtual Access, phone, computer, fax, and dedicated access to the County and Comprehensive's mainframe and email systems.
- 5.3 The County will provide computers, fax machines and the necessary equipment and furniture. The County shall be responsible for all costs (long distance calls, SCAN calls, etc.) associated with Comprehensive staff providing services in the

County facility. It is the intent of the parties to provide reasonable accommodation to Comprehensive without overly burdening the County.

- 5.4 The County will provide office and work space that reasonably ensures Comprehensive will maintain confidentiality in such a way as to comply with all state and federal requirements governing medical records management including, but not limited to, protecting patient confidentiality.

## **VI. CLINICAL SERVICES**

- 6.1 Clinical. Comprehensive's case managers, Substance Abuse Disorder professionals, and therapists will provide clinical services to inmates who qualify within YCDOC. Only qualified staff will provide clinical services and will operate within their professional scope of practice.
- 6.2 Comprehensive staff shall contribute clinical information to assist in classification of inmates and housing decisions.
- 6.3 Clinical Supervision. Comprehensive staff will provide clinic supervision of Comprehensive personnel providing services within YCDOC.

## **VII. PROGRAM SUPPORT SERVICES**

- 7.1 General. During the terms of this Agreement, Comprehensive shall provide support services and Behavioral Health case management assistance to facilitate the scheduling of appointments with Comprehensive staff, tracking and submitting paperwork, preparing transport lists, processing mail and answering telephones, and assisting with correspondence.
- 7.2 Staff shall assist in data collection associated with inmate care to include but not limited to caseload size, recording timeliness of services, and service volumes. Staff shall also track information regarding triage of service requests and collect data regarding screening and triage. Triage criteria shall be reviewed and approved by YDOC leadership.
- 7.3 Supervision. Support staff hired by Comprehensive shall be supervised by the designated Comprehensive Team Leader.

## **XIII. MEDICAL RECORDS**



- 8.1 **General.** During the term of this Agreement, Comprehensive shall consult with YCDOC regarding the management and retention of medical records.
- 8.2 **Medical Records Management.** Medical records will be managed in such a way as to comply with all state and federal requirements governing medical records management including, but not limited to, protecting patient confidentiality and the sharing of mental health and chemical dependency treatment records with YCDOC. Mental health records shall only be released to YCDOC staff in compliance with RCW 71.05.445, 42 C.F.R., Part II, and the Health Insurance Portability and Accountability Act of 1996 and its successors.

8.3 **Mental Health Records.** All mental health records created or maintained by Comprehensive in the course of performing its duties for the County shall be the property of YCDOC. However, Comprehensive may only release such records to the County provided that release of such records is in accordance with applicable state and federal laws and regulations, including but not limited to RCW 71.05.603 (2)(j) and 45 C.F.R. Section 164.512(i). All mental health clinical records (screening, medication management notes, progress notes and others) created by Comprehensive in the course of performing its duties for the County shall be maintained by the County in the County's own record management system. Additionally, both parties agree to the conditions of the HIPAA/HITECH Business Associate Agreement signed in November 2012. Any release of medical and/or mental health information from these records shall be made in accordance with all applicable state and federal rules and regulations.

## IX. FACILITIES & EQUIPMENT

- 9.1 **General.** The County shall be responsible for and provide for facilities necessary to provide therapeutics services within YCDOC facilities. These facilities shall include, but not limited to, offices, office furniture and supplies, computers (see section XII, Computer and Network Equipment), phones, fax machines, program rooms, program supplies, and medical records storage.
- 9.2 **Offices.** The County shall supply and maintain offices and related equipment as determined by Comprehensive's Program Supervisor or designee and YCDOC Director or designee to facilitate the efficient work of the Mental Health Services team and to maintain confidentiality.
- 9.3 **Safety and Security.** YCDOC will take all necessary and reasonable security measures to ensure the safety of Comprehensive staff providing services within the YCDOC system.
- 9.4 **Cost.** The County shall provide facilities and equipment at no charge to Comprehensive.



## **X. COMPUTER & NETWORK EQUIPMENT**

- 10.1 **General.** The County shall supply and maintain computers, software, and related equipment to facilitate the efficient work of the Mental Health Services team. This will include, but not limited to, supplying all infrastructure, hardware, software, and agreements (policies and procedures) necessary for communication within the YCDOC system and allow for the exchange of information with Comprehensive.
- 10.2 **Equipment.** The County will provide at least one PC per employee located on their desk and at least one printer per office.
- 10.3 **Software.** In addition to all necessary YCDOC software, each PC assigned to Comprehensive employees will be equipped with the software required for exchange of information between the employee's primary work site at YCDOC and Comprehensive.
- 10.4 **Safe and Secure Connections.** Comprehensive and YCDOC will take all reasonable actions to ensure that the connections between the two systems are safe and secure. Comprehensive and YCDOC will provide and maintain virus protection software and support. Comprehensive will take all reasonable actions to protect the County system when Comprehensive staff is remotely connecting to Comprehensive's system using YCDOC equipment via the Internet utilizing a secure VPN connection.
- 10.5 **Service, Repair, and Support.** The County will maintain computers and related equipment in satisfactory working order and repair. Comprehensive will work with the County to create necessary agreements and coordinate access to information services for Comprehensive employees.
- 10.6 **Cost.** The County shall provide computer equipment, software and related support at no cost to Comprehensive.

## **XI. MISCELLANEOUS PROVISIONS**

- 11.1 **Inspections & Audits.** Comprehensive will participate in inspections and performance audits conducted by USM, ICE, and/or any other contracted agency of YCDOC. Comprehensive shall agree to an internal audit and shall provide all necessary support and cooperation in connection with inspections of Yakima County detention facilities.



- 11.2 **Access to Management Information.** The County shall have complete and unlimited right to access any and all information maintained by Comprehensive that may be used to insure compliance with the contract terms and conditions. Comprehensive shall make available all records requested within three (3) business days and all statistical and/or financial data within five (5) business days of the request.
- 11.3 **Permits and Licenses.** Comprehensive shall maintain all permits and licenses required by Federal, State or local laws, rules and regulations necessary for the implementation of the proposed work undertaken by Comprehensive. It is the responsibility of Comprehensive to have and maintain the appropriate certificates valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all personnel working on the job for which a certificate is required.
- 11.4 **Unusual Costs.** Comprehensive may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. Comprehensive's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from Comprehensive, and Comprehensive shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be based upon the documentation offered by Comprehensive and any supplemental documentation supplied by the County. The County reserves the right to rescind any price relief granted should the circumstances change and prices go down.
- 11.5 **Changes in Staffing and Services.** Comprehensive may petition the County at any time to add or subtract personnel or services to provide for the Behavioral Health needs of YCDOC inmates. Comprehensive's request shall include adequate justification for the staff or service changes as well as specifying the amount of the rate adjustment associated with the change. The County may request from Comprehensive, and Comprehensive shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within thirty (30) days of receipt of the request and all other additional information required by the County. Any rate redetermination shall be based upon the documentation offered by Comprehensive and any supplemental documentation supplied by the County. The County reserves the right to request staffing or service changes should the circumstances change including changes in inmate population counts.



- 11.6 Termination / Cancellation of Contract. Either party may terminate or cancel the contract without cause with a minimum of ninety (90) day's written notice. Termination or cancellation of the contract shall not relieve either party of any obligations for any deliverables entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve either party of any obligations or liabilities resulting from any acts committed by either party prior to the termination of the contract.
- 11.7 This Agreement may be terminated by either party for cause due to any material breach of this Agreement, so long as the non-breaching party has provided written notification to the breaching party of such material breach and the breaching party has failed to cure such breach within 30 days of the non-breaching parties notice.
- 11.8 No termination shall be effective until written notice of intent to terminate this Agreement stating the reasonable specificity the basis for the termination and identifying the sections of the Agreement that have been violated is mailed by certified mail, return receipt requested.

## **XII. PERFORMANCE**

- 12.1 Comprehensive shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual preference, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of Comprehensive. Comprehensive agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 12.2 In all solicitations or advertisements for employees placed by or on behalf of Comprehensive, Comprehensive shall state that Comprehensive is an Equal Opportunity Employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 12.3 Comprehensive shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each Contractor or vendor.
- 12.4 Comprehensive and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.



- 12.5 Any information concerning the County, its products, services, personnel, policies or any other aspect of its business learned by Comprehensive or personnel furnished by Comprehensive in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by Comprehensive or any employee or agents of Comprehensive or personnel furnished by Comprehensive, without the prior written consent of the County.
- 12.6 Reports: YCDOC and Comprehensive shall agree on report contents and reporting schedules to comply with YCDOC contract and program review needs.

### **XIII. COMPENSATION**

- 13.1 Cost Reimbursement. In lieu for services rendered under this Agreement, Comprehensive shall receive reimbursement for actual monthly expenses not to exceed those identified in Schedule 1 or \$600,000 per year without prior approval from YCDOC, unless a successful petition has been made to cover unusual costs under the process outlined in sections 11.4 and 11.5.
- 13.2 Independent Contractor. Each party shall perform its duties hereunder as an independent contractor and not as an employee. Neither the County nor any agent or employee of the County shall be deemed to be an agent or employee of Comprehensive, nor shall any agent or employee of Comprehensive shall be deemed to be an agent or employee of the County. Comprehensive shall pay, when due, all required employment taxes and income tax withholding including all Federal and State income tax and local head tax on any monies paid pursuant to this agreement. Neither the County nor Comprehensive shall have authorization, express or implied to bind the other to any agreements, liability nor did understanding except as expressly set forth herein.
- 13.3 Hours and Compensation. The parties agree to schedule service hours to address YCDOC inmate needs within standard five-day work shifts. Additions, reduction, or changes in the number of hours or changes in schedules will be made by mutual, written agreement between the parties. For services provided by Comprehensive pursuant to this Agreement, the County shall compensate Comprehensive at the rates specified in Schedule 1 of this Agreement.
- 13.4 Indirect Costs. Comprehensive shall provide an annual estimate of indirect costs, not to exceed the costs specified in the annual program budgets included in Schedule 1.



#### **XIV. ADDITIONAL SERVICES PROVIDED BY COMPREHENSIVE TO COUNTY**

- 14.1 Psychiatric Medication Management Services.** Services described in section 14.1 are provided by a combination of Comprehensive and YDOC funds. The County portion of these services are reflected in schedule 1.included in Schedule 1. During the term of this Agreement, a Comprehensive staff person licensed to provide medication management in Washington State shall be responsible for general duties and areas of responsibility as the psychiatric medical provider. The budget is built upon the assumption that these services will be provided by a clinical pharmacists. If these services are provided by a clinical pharmacist, the pharmacist will operate within the scope of practice defined by a collaborative Drug Therapy Agreement filed with the Board of Pharmacy. In the event that the services are provided by a Locum Tenens ARNP, the County will be charged for reimbursement of actual costs. Medication management services include the following:
- a. Provide patient care including screening and medication management for psychiatric conditions.
  - b. Provide client and program consultation to the YCDOC Mental Health Services staff.
  - c. Participate in team meetings with YCDOC staff as mutually agreed by the County and Comprehensive or as determined necessary by YCDOC.
  - d. Other duties may be added by mutual, written agreement between the parties.
- 14.2 Individual Therapy Services.** Brief individual therapy services will be provided by Masters Level prepared staff. In addition, Therapist may provide treatment in a group setting.
- 14.3 Case Management Services.** Case management services will be provided. During the term of this Agreement, Comprehensive staff will provide case management services to eligible inmates for the purpose of screening individuals for mental health needs, completing DSHS applications to initiate or restart benefits, and providing transition planning services for community reentry. Case managers may also offer group education and treatment while working under the supervision of a Masters Level therapist.
- 14.4 Substance Use Disorder services.** A Substance Use Disorder Professional shall provide substance use disorder assessments, group education, group treatment, and referrals to outpatient services upon discharge from the facility.
- 14.5 Crisis and Critical Incident Access.** Comprehensive shall provide mental health consultation 24 hours a day, 7 days a week to YCDOC through in house mental health staff or an on-call person through Comprehensive's Acute Care Services when mental health care staff are not physically present in the facilities. Mental health staff will provide regular visits and evaluations to all inmates in need of a mental health evaluation as determined clinically necessary by Comprehensive, and to meet the security and safety needs of YCDOC facilities.



Inmates confined to individual cells due to suicide risk or for mental health reasons will be visited and evaluated in accordance with YCDOC policy. On-call consultation is available through in house staff during the work week or through Acute Care Services after hours to address other critical situations which may arise.

- 14.6 Sexual Assault & Crime Victim Services. Sexual Assault & Crime Victims Advocates are available to meet with eligible inmates to provide services during incarceration and after release. Program staff are also available to provide trainings on sexual assault, trauma, and other topics to YCDOC personnel as requested and as time and funding permits.
- 14.7 Strong Families Classes. Strong Families class series will be offered to eligible inmates as funding, enrollment, space, and staffing permit.
- 14.8 Mental Health Training. Training on mental health topics for YCDOC Staff is available on a variety of topics as requested and as enrollment, space, and staffing permit. This will include the offering of eight Hour CIT (Crisis intervention Teams) training with a curriculum specific to corrections.
- 14.9 In the event that funding for the services described in this becomes unavailable, withdrawn, reduced, insufficient, or limited in any way, Comprehensive shall have the right to terminate or modify the terms of this Agreement without penalty and without the ninety (90) day notice period described in section 11.6.
- 14.10 Professional Judgment. In performing the duties described above, Comprehensive shall exercise professional judgment free and clear of any directional control by the County, provided that Comprehensive's actions do not conflict with the generally accepted medical practice. In providing administrative, supervisory, educational and all other duties not requiring independent professional judgment, Comprehensive shall perform such duties in conformity with the directions of the Director of YCDOC and/or his designee.
- 14.11 Professional Standards. All services provided by Comprehensive clinical staff shall be in accordance with professional standards and ethics of the profession and shall be in accordance with applicable state, federal and local statutes, laws, ordinances and regulations.



## **XV. MEDICAL SERVICES PROVIDED BY YCDOC APPOINTEE(S)**

- 15.1 Nursing Services Provided.** During the term of this Agreement, YCDOC shall provide nursing services through an appointee. YCDOC nursing services appointee shall be responsible for conducting specific nursing services duties, including the following:
- a. Carry out all psychiatric prescriber orders.
  - b. Dispense medications as prescribed.
  - c. Notify appropriate Comprehensive clinical staff of medication non-compliance or medication errors in a timely fashion.
  - d. Other duties may be added by mutual, written agreement between the parties.
  - e. Complete YCDOC Health History Screening at booking and refer detainees with mental health needs to YCDOC Behavioral Health Services.
- 15.2 Pharmacy Services.** During the term of this Agreement, YCDOC shall provide pharmacy services through an appointee. Such pharmacy services appointee shall be responsible for pharmaceutical services including the following:
- a. Filling all prescriptions as written in timely manner:
    1. Routine medication orders will be delivered to the client within 48 hours of the order(s) being received.
    2. Urgent and same day orders will be delivered to the client within 8 hours of the order(s) being received.
    3. Stat medication orders will be delivered to the client no more than 1 hour after the order(s) being received. Stat medication orders will be limited to those medications available in the YCDOC's emergency medication container.
      - a. The contents of the emergency medication container will be determined by the medical provider with input from the Behavioral Health provider.
      - b. Provide each inmate receiving medication for a psychiatric condition a minimum of a 14-day supply of those medications upon their release from incarceration.
- 15.3 Professional Judgment.** In performing their duties described in this section, YCDOC's appointees shall exercise professional judgment free and clear of any directional control by Comprehensive, provided that the appointee's actions do not conflict with generally accepted medical practice. In providing administrative, supervisory, educational, and all other duties not requiring independent judgment, the appointees shall perform such duties in conformity with the directions of the Director of YCDOC.
- 15.4 Professional Standards.** All services provided by YCDOC's appointees shall be in accordance with professional standards and ethics of the profession and shall



be in accordance with applicable state, federal and local statutes, laws, ordinances and regulations.

- 15.5 **Formulary.** All pharmacy services or supply of medication provided by YCDOC's appointee shall be in accordance with the formulary contractually agreed upon by YCDOC and the medical vendor. In the event the Comprehensive's provider desires to place and/or continue an inmate on medication not covered by the Formulary the following will occur:
- a. The provider will provide a written explanation as to the reason why it is necessary to continue and/or begin the inmate on the non-covered medication.
  - b. For continuity of care reasons, Comprehensive may at its discretion elect to provide medication through its primary medication pharmacy, Genoa Healthcare Pharmacy, at no expense to YCDOC. Medication provided by Comprehensive through Genoa will be delivered by Comprehensive to the medical vendor for distribution. All medications provided will include proper inmate identification and dosing instructions on the medication label.

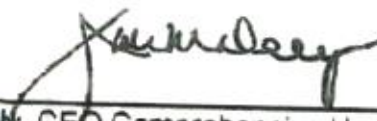
## **XVI. INDEMNIFICATION AND INSURANCE**

- 16.1 The County agrees to indemnify, defend, and hold Comprehensive and its officials, officers, employees, and agents harmless from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses including reasonable attorney's fees and also including without limitation claims related to alleged mistreatment, injury to or death of any inmate, or any loss or damage to inmate property while such inmate is in YCDOC custody that result from or arise out of the sole negligent acts or omissions of the County, its elected officials, officers, employees, or agents in connection with or incidental to the performance or non-performance of the County's services, duties, and obligations under this Agreement.
- 16.2 Comprehensive agrees to indemnify, defend, and hold the County, its elected officials, officers, employees, and agents harmless from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses including reasonable attorney's fees and also including without limitation any other claims related to the services for which Comprehensive is responsible for providing under the terms of this Agreement or that result from or arise out of the sole negligent acts or omissions of Comprehensive, its officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Comprehensive services, duties, and obligations under this Agreement.

- 16.3 In the event that officials, officers, agents, and/or employees of both the County and Comprehensive are held liable, each party shall be liable in proportion to its share of fault in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).
- 16.4 Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.
- 16.5 The County and Comprehensive hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.
- 16.6 General Commercial and Professional Liability Insurance. Comprehensive covenants that, during the term of this Agreement, Comprehensive shall promptly notify the County of each and every claim of professional negligence or malpractice that may be made against Comprehensive or any person acting under Comprehensive supervision or authority, if such claim is made by a person who is or was a YCDOC inmate at the time of events at issue. During the term of this agreement, Comprehensive shall maintain general liability insurance in the amount of at least \$1 million per claim specifically covering all responsibilities assumed under this agreement. In addition, Comprehensive shall maintain professional liability insurance in the amount of at least \$3 million dollars per claim which specifically covers all responsibilities assumed under this agreement. Such insurance shall cover Yakima County its officials, employees, agents and volunteers as additional insured under the general liability insurance. Comprehensive shall provide the County with a certificate of insurance and proper written endorsements of the policy that fully effectuate and reflect the terms of this agreement (see Exhibit 1).



IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of Comprehensive and the County of YAKIMA.

  
\_\_\_\_\_  
Jodi Daly, CEO Comprehensive Healthcare

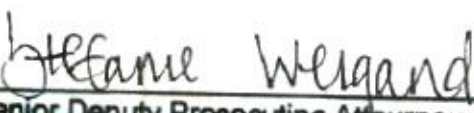
8/10/2023  
DATE

  
\_\_\_\_\_  
Board of Yakima county Commissioners

AUG 29 2023  
DATE

  
\_\_\_\_\_  
Director, Yakima County Department of Corrections, Jeremy Welch

8/21/23  
DATE

  
\_\_\_\_\_  
Senior Deputy Prosecuting Attorney

8/21/23  
DATE

**COMPREHENSIVE HEALTHCARE  
YAKIMA COUNTY DEPARTMENT OF CORRECTIONS  
FY 2024 (year 1 of contract )**

**OPERATING REVENUES**

Grants and Contracts	\$	903,420.72	County will cover with .1% funds
Capitation		-	
Fee-For-Service		-	
Total Operating Revenues		<u>                    </u>	\$ 903,420.72

**OPERATING EXPENSES**

Salaries	662,640.96	
Benefits and Taxes	197,892.29	
Supplies	-	
Emergency Funds	-	
Contracted Services	-	
Training	-	
Travel Communication	-	
Marketing	-	
Printing	-	
Insurance	-	
Utilities	-	
Rent	-	
Recruiting	-	
Dues and Fees Taxes	-	
Miscellaneous Proviso	(96,864.00)	
Indirect Costs 18.30 %	139,751.47	
Total Operating Expenses	<u>                    </u>	903,420.72
Operating Income/(Loss)		<u>                    </u>

**NON-OPERATING REVENUES****NON-OPERATING EXPENSES****NET INCOME/(LOSS)**

<b>Proviso Dollars will cover \$8072.00 / month or \$96,864.00 / year</b>	\$	<u>                    </u>	903,420.72
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## BOARD OF YAKIMA COUNTY COMMISSIONERS AGREEMENT

Agreement Number

Service Agreement between Comprehensive Healthcare  
& Yakima County Dept. of Corrections

### BOARD OF COUNTY COMMISSIONERS

BOCC Agreement

**246-2023**

Yakima County, WA



*LaDon Linde*

LaDon Linde, Chair

*Amanda McKinney*

Amanda McKinney, Commissioner

*Kyle Curtis*

Kyle Curtis, Commissioner

**DATED: AUG 29 2023**

Attest:

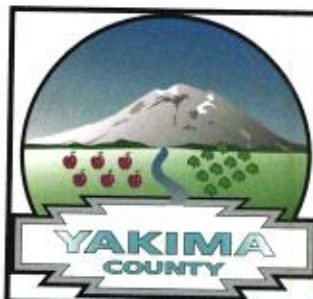
*Julie Lawrence*

Julie Lawrence, Clerk of the Board or  
Erin Franklin, Deputy Clerk of the Board

Approved as to Form:

*Stefanie Weigand*

Stefanie Weigand  
Senior Deputy Prosecuting Attorney



# BOARD OF YAKIMA COUNTY COMMISSIONERS

## Agenda Request Form (ARF)

*Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.*

Prepared by: Sandy Kobes

Department: Human Services Department

Requested Agenda Date: \_\_\_\_\_

Presenting: Esther Magasis/Lance Larsen

Board of County Commissioners Record Assigned

#

BOCC Agreement

023-2026

Yakima County, WA

### Action Requested – Check Applicable Box:

☐ PASS RESOLUTION

☒ EXECUTE or AMEND

☐ PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

☐ ISSUE PROCLAMATION

☐ OTHER \_\_\_\_\_

### Document Title:

Yakima County District Court Mental Health Sales Tax 2026 Contract  
(YC-DC-MHST-2026)

### Background Information:

This contract is between Yakima County Human Services and Yakima County District Court as part of the allocation of funds from the Mental Health Sales Tax. This contract grants Yakima County District Court \$88,963 to provide funding to Yakima County therapeutic courts for a Sheriff's Deputy position and vehicle from January 1, 2026, to December 31, 2026.

### Describe Fiscal Impact:

\$88,963 to fund a Sheriff's Deputy position and vehicle for therapeutic courts.

### Summary & Recommendation:

Recommend to approve.

Signed by:

Esther Magasis

DD41EAC2B0DC308E

Department Head/Elected Official Signature

Initial

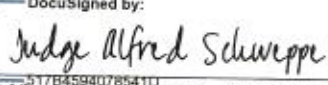
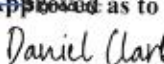
DC

Corporate Counsel Initial (for Agreements Only)

88958D4A6B72420



## HUMAN SERVICES CONTRACT FACE SHEET

CONTRACTOR IS A <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> VENDOR		CONTRACT NUMBER: <b>YC-DC-MHST-2026</b>	
1. NAME/ADDRESS: <b>Yakima County District Court</b> <b>128 N 2nd Street, Room #225</b> <b>Yakima, WA 98901</b> <b>(509) 574-1804</b>	2. ORIGINAL CONTRACT AMOUNT: <b>\$88,963</b>	5. PREVIOUS CONTRACT AMOUNT:	
	3. CASH MATCH REQUIREMENT:	6. MODIFICATION AMOUNT:	
	4. TOTAL CONTRACT AMOUNT: <b>\$88,963</b>	7. NEW TOTAL CONTRACT AMOUNT:	
8. CONTACT: <b>Teagan Headding, DUI Court Coordinator</b> <b>128 N 2nd Street, Room #225</b> <b>Yakima, WA 98901</b> <b>(509) 574-1874</b> <a href="mailto:Teagan.Headding@co.yakima.wa.us">Teagan.Headding@co.yakima.wa.us</a>	9. COUNTY PROGRAM CONTACT: <b>Yakima County Human Services</b> <b>Melissa Holm, Manager</b> <b>223 N 1st Street</b> <b>Yakima, WA 98901-2639</b> <b>(509) 856-5005</b> <a href="mailto:Melissa.Holm@co.yakima.wa.us">Melissa.Holm@co.yakima.wa.us</a>	10. COUNTY FISCAL CONTACT: <b>Yakima County Human Services</b> <b>Sandy Kobes, Accountant III</b> <b>223 N 1st Street</b> <b>Yakima, WA 98901-2639</b> <b>(509) 574-1367</b> <a href="mailto:Sandy.Kobes@co.yakima.wa.us">Sandy.Kobes@co.yakima.wa.us</a>	
11. CONTRACT START DATE: <b>January 1, 2026</b>		12. CONTRACT END DATE: <b>December 31, 2026</b>	
13. FUNDING AUTHORITY: <b>Yakima County – Mental Health Sales Tax</b>			
14. CFDA NUMBER(S): <b>N/A</b>		15. CFDA TITLE(S): <b>N/A</b>	
16. PURPOSE: <b>Therapeutic Court – Sheriff's Deputy</b>			
<b>EXHIBITS:</b> When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): <b>EXHIBIT A – Special Terms &amp; Performance Measures</b> <b>EXHIBIT B – Budget &amp; Billable Categories</b>			
This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.			
<b>YAKIMA COUNTY DISTRICT COURT</b> DocuSigned by:  Alfred G. Schweppe, Presiding Judge 1/22/2026 Date		<b>BOARD OF COUNTY COMMISSIONERS</b> _____ LaDon Linde, Chair _____ Amanda McKinney, Commissioner _____ Kyle Curtis, Commissioner	
Approved as to Form:  Deputy Prosecuting Attorney		<b>DATED: FEB 03 2026</b> Attest: _____ Julie Lawrence, Clerk of the Board Erin Franklin, Deputy Clerk of the Board	
Agreement Number <b>BOCC Agreement</b>			

**023-2026**

Yakima County, WA

## GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

1. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
  - A. "Contract" The term contract is intended to mean an agreement creating obligations enforceable by law between the County and the contractor. For purposes of this "contract", the parties agree that all terms contained in the General Terms and Conditions and Special Terms and Performance Measures including any Exhibits and other documents, as well as any other attachments, are considered part of the "contract".
  - B. "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <https://www.govinfo.gov/app/collection/CFR>.
  - C. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - D. "Director" means the Director of the Yakima County Department of Human Services.
  - E. "General Terms and Conditions" means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
  - F. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - G. "Principals," which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
  - H. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
  - I. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subrecipient") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.



- J. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Consideration:** The parties agree that the monetary consideration for this contract shall be identified in the face sheet and contained in the budget section(s) of this Contract. The parties agree that the face amount of the contract is up to and not to exceed the full consideration due to the Contractor. Any additional modifications to this agreement regarding consideration must be mutually agreed to and be in writing to be effective.
  3. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
  4. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
  5. **Circulars:** These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The Federal Circulars found in Title 2 of the Code of Federal Regulations (CFR) provide the applicable administrative requirements, cost Principles and audit requirements. The Circulars are applicable to all non-federal recipients of Federal Awards unless specifically excluded. Subrecipients must follow this Circular and incorporated appendices and any future amendments, and any successor or replacement circulars or regulations.
  6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.
  7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the 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".
      - II. All material produced by the Contractor that is designated as "confidential" by the County.

- 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" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPPA).
- B. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure, or violation of any State or Federal laws related thereto. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this agreement, whenever the County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of a Confidential Information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
8. **Conflicts of Interest:** Subrecipients shall provide a copy of their Conflict-of-Interest Statement/Policy prior to their first billing being paid. In addition, Subrecipients shall assure compliance with any applicable State or Federal laws relating to Conflicts of Interest.
9. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principals or Subrecipients becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.
10. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.
11. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.



12. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

13. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
14. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
15. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 16 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 16, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

16. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:
- A. Document performance of all acts required by law, regulation, or this Contract.
  - B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
  - C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
17. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.
- The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
18. **Order of Precedence:** 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, to:
- A. Applicable federal and State of Washington statutes and regulations.
  - B. Special Terms and Conditions of this Contract.
  - C. This Contract.
19. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes but is not limited to books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.



20. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
21. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.
22. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Director of the Department of Human Services or his assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subrecipient of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subrecipient be unable to satisfy its joint and several liability, the County and the Contractor shall share in the subrecipient's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the Contractor. This term shall not apply in the event of a settlement by either the County or the Contractor.
23. **Reporting Requirements:** The Contractor shall be responsible for providing reports to the County on a regular basis throughout the term of this Contract. Such reports shall include, but not be limited to, performance measures and outcomes identified in Exhibit A.
- The County may require monthly reports; however, in such cases, the County shall provide the Contractor with at least 45 days' notice prior to the commencement of monthly reporting. In addition to the monthly reports, the County reserves the right to request ad hoc reports as needed, to monitor and assess performance or address specific concerns.
24. **Contract Management Standards:** The Contractor shall maintain accurate records to account for its expenditures and program performance. The County has the right to monitor and audit the finances of the Contractor to ensure actual expenditures remain consistent with the spirit and intent of this Agreement. The County designee may inspect and audit all records and other materials and the Contractor shall make such available upon request.

25. **Internal Auditing Controls:** The Contractor shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All Contractor records with respect to any matters covered by this Agreement shall be made available to the County, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

The Contractor must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the County's Contract Representative, designated on the Face Sheet of this Agreement within the earlier of thirty (30) days after receipt of the auditor's report, or no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all findings and Management Letters, not only those related to funding received from the County. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the Contractor shall comply with Federal audit requirements for agencies who expend in excess of \$750,000 of federal funds. The County reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The Contractor that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the Contractor's most recent Audited Financial Statement to the County's Contract Representative, designated on the Face Sheet of this Agreement. The Contractor that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of Contractor's fiscal year end to the County's Contract Representative by mail.

The Contractor is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

Failure of the Contractor to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

26. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
27. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.



28. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima County's right to terminate this contract under the provisions set forth in item 30 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.
29. **Suspension or Termination:** The County may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms or this Agreement, which included but are not limited to the following:
- A. Failure to comply with the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, policies, or directives as may become applicable at any time; and
  - B. Failure for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement; and
  - C. Ineffective or improper use of funds provided under this Agreement; and/or
  - D. Submission by the Contractor to the County reports that are incorrect or incomplete in any material respect.
- Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on the Face Sheet.
- If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.
- The County reserves the right to terminate the contract immediately effective upon receipt of written notice to Contractor for any alleged material breach of the contract which may include alleged violations of Washington or Federal Law, and/or any other violation of the terms of this agreement that would materially frustrate the purpose of this contract and/or subject Yakima County to potential financial and/or tort liability.
30. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the County.
31. **Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed to the representatives as identified on the Face Sheet of this agreement.

## EXHIBIT A

### SPECIAL TERMS & PERFORMANCE MEASURES

1. **Purpose of the Agreement:** Establish a court-supervised, integrated, and comprehensive therapeutic program for nonviolent, high-risk DUI offenders whose offenses are linked to or caused by drug and/or alcohol addiction.
2. **Program Delivery:** The DUI Court serves as a post-conviction pre-sentence initiative, offering a structured path out of the criminal justice system that lasts at least 18 months. The program emphasizes a methodical reintegration process, especially at key transition stages, including phase advancements and program completion. During these pivotal moments, the DUI Court team facilitates a seamless transition, ensuring continuity of care and support from one service provider to another, ultimately guiding participants from program enrollment to successful graduation.
3. **Key Activities:**
  - 0.5 YSO Deputy – Salary and Benefits
  - 0.5 Vehicle ER&R
4. **Performance Measures:** Performance Reports will be submitted quarterly to the Office of Human Services. These reports will cover progress on total number of clients (deduplicated) served, graduation rates, recidivism rates, participants who graduate from the program as a licensed driver, and narrative process on the enhancement of the reentry specialist within the DUI court team.

Annual narrative of program's successes indicating the percentage of increased capacity and aims to achieve a 25% increase within a year. The report also addresses any challenges faced, notable modifications made, and provides an overview of the staff structure, including any vacant positions.



**EXHIBIT B****BUDGET**

GRANTEE is authorized to spend no more than **EIGHTY-EIGHT THOUSAND NINE HUNDRED SIXTY-THREE AND 00/100 DOLLARS (\$88,963)** FROM January 1st, 2026, through December 31st, 2026.

Category	Amount
Staff Salaries and Benefits	\$77,963
Vehicle ER&R	\$11,000
<b>TOTAL</b>	<b>\$88,963</b>

1. Non-Admin Expenses (Operations):

- A. The sub-grantee will not be allowed to submit expenses for reimbursement for items not listed on the initial RFP application unless prior approved by Yakima County Human Services Finance Manager. Yakima County reserves the right to assign a more detailed line-item budget to sub-grantees that matches the initial RFP application. Request for line-item adjustments must be submitted through email to the Finance Manager

2. Payment Procedures:

- A. Requests for reimbursement by the Contractor shall be submitted no more than once per month using the invoice form provided by the County.
- B. At the Contractor's first request for reimbursement, Yakima County Human Services will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the contract will be acceptable. All back-up documentation must be available to the County and all other auditors, upon request. Reimbursement of expenditures for staff time spent on more than one source will require timesheets reflecting hours charged to the contract
- C. Monthly invoices and documentation must be submitted as follows:

- Electronically: Submitted electronic invoices must be sent to [humanservicesinvoices@co.yakima.wa.us](mailto:humanservicesinvoices@co.yakima.wa.us) no later than the 25<sup>th</sup> of the month. If the 25<sup>th</sup> falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 25<sup>th</sup> falls on a Sunday, invoices must be received by close of business the following Monday.
- Original invoice via delivery: Upon request, a signed original hard copy of the invoice must be submitted to Human Services. The signed original invoice must be received no later than the 25<sup>th</sup> of the month to be paid on the County's next scheduled warrant date at the following address:

Yakima County Human Services  
223 N. 1st Street  
Yakima, WA 98901

- D. All late invoices will not be paid until the following month; The decision to approve or deny payment of claims for services submitted more than 60 days after the end of the invoice period shall rest solely with the Human Services Director; the Director's decision shall be final and not capable of right to appeal.
- E. Submitted invoices must explicitly allocate costs by contracted line items. The Contractor is responsible for ensuring submitted cost documentation is clearly associated with contracted line items. Invoices not meeting this requirement will be returned for correction (All submission deadlines still apply to invoices in need of correction).
- F. Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the County's Fiscal Contact as designated on the Face Sheet of this agreement.
- G. Submitted costs ineligible for reimbursement or not properly supported will be deducted from the Contractor's reimbursement. Contractor will be provided a summary of deductions and may opt to submit a supplemental invoice providing additional documentation before the next month's invoicing deadline for these costs only. Should a contractor opt not to re-invoice, these costs will be considered void as of the close of the next invoicing period.
- H. Contractor may request a budget line item be adjusted by up to 10% of the total annual amount between line items. Unless otherwise restricted by



funding authorities, the contractor may request costs be moved between existing contractual line items but may not deviate from the contractual budget by more than 10%. This request must be made in writing, is subject to approval by the Yakima County Human Services Director and shall not be construed to allow any modification contrary to other contract requirements in the General Terms, Special Terms, or referenced contractual documents.

- I. All program or billing related questions must be submitted to your agency's designated program manager directly at the Yakima County Human Services Department.
3. Duplication of Billed Costs:
- A. The Subrecipient shall not bill the Agency for services performed under this contract, and the Agency shall not pay the Subrecipient, if the Subrecipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.



# BOARD OF YAKIMA COUNTY COMMISSIONERS

## Agenda Request Form (ARF)

*Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.*

**Prepared by:** Sandy Kobes  
**Department:** Human Services Department  
**Requested Agenda Date:** 02/03/2026  
**Presenting:** Esther Magasis/Lance Larsen

Board of County Commissioners Record Assigned

#

BOCC Agreement

**0 2 4 - 2 0 2 6**

Yakima County, WA

### Action Requested – Check Applicable Box:

☐ PASS RESOLUTION

☒ EXECUTE or AMEND

☐ PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

☐ ISSUE PROCLAMATION

☐ OTHER \_\_\_\_\_

### Document Title:

Yakima County District Court Reentry Mental Health Sales Tax 2026 Contract (YC-DC-Reentry-MHST-2026)

### Background Information:

This contract is between Yakima County Human Services and Yakima County District Court as part of the allocation of funds from the Mental Health Sales Tax. This contract grants Yakima County District Court \$139,556 to provide funding for a DUI court reentry specialist position from January 1, 2026, to December 31, 2026.

### Describe Fiscal Impact:

\$139,556 for a DUI Court Reentry Specialist

### Summary & Recommendation:

Recommend to approve.

Signed by:

Esther Magasis

DD41E2B0DC348E

Department Head/Elected Official Signature

Initial

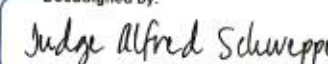
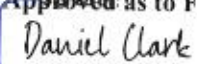
DC

Corporate Counsel Initial (for Agreements Only)

88958D4A6B72420



## HUMAN SERVICES CONTRACT FACE SHEET

CONTRACTOR IS A <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> VENDOR		CONTRACT NUMBER: YC-DC-Reentry-MHST-2026	
1. NAME/ADDRESS: Yakima County District Court 128 N 2nd Street, Room #225 Yakima, WA 98901 (509) 574-1804	2. ORIGINAL CONTRACT AMOUNT: \$139,556	5. PREVIOUS CONTRACT AMOUNT:	
	3. CASH MATCH REQUIREMENT:	6. MODIFICATION AMOUNT:	
	4. TOTAL CONTRACT AMOUNT: \$139,556	7. NEW TOTAL CONTRACT AMOUNT:	
8. CONTACT: Teagan Headding, DUI Court Coordinator 128 N 2nd Street, Room #225 Yakima, WA 98901 (509) 574-1874 <a href="mailto:Teagan.Headding@co.yakima.wa.us">Teagan.Headding@co.yakima.wa.us</a>	9. COUNTY PROGRAM CONTACT: Yakima County Human Services Melissa Holm, Manager 223 N 1st Street Yakima, WA 98901-2639 (509) 856-5005 <a href="mailto:Melissa.Holm@co.yakima.wa.us">Melissa.Holm@co.yakima.wa.us</a>	10. COUNTY FISCAL CONTACT: Yakima County Human Services Sandy Kobes, Accountant III 223 N 1st Street Yakima, WA 98901-2639 (509) 574-1367 <a href="mailto:Sandy.Kobes@co.yakima.wa.us">Sandy.Kobes@co.yakima.wa.us</a>	
11. CONTRACT START DATE: January 1, 2026		12. CONTRACT END DATE: December 31, 2026	
13. FUNDING AUTHORITY: Yakima County – Mental Health Sales Tax			
14. CFDA NUMBER(s): N/A		15. CFDA TITLE(S): N/A	
16. PURPOSE: DUI Court Reentry Specialist			
EXHIBITS: When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): EXHIBIT A – Special Terms & Performance Measures EXHIBIT B – Budget & Billable Categories			
This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.			
YAKIMA COUNTY DISTRICT COURT		BOARD OF COUNTY COMMISSIONERS	
DocuSigned by:  91784594678341D... Alfred G. Schweppe, Presiding Judge		LaDon Linde, Chair	
1/22/2026 Date		Amanda McKinney, Commissioner	
Approved as to Form:  4016C052C8E04F6... Deputy Prosecuting Attorney		Kyle Curtis, Commissioner	
Agreement Number BOCC Agreement		DATED: FEB 03 2026	
024-2026		Attest: Julie Lawrence, Clerk of the Board Erin Franklin, Deputy Clerk of the Board	

Yakima County, WA

## GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

1. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
  - A. "Contract" The term contract is intended to mean an agreement creating obligations enforceable by law between the County and the contractor. For purposes of this "contract", the parties agree that all terms contained in the General Terms and Conditions and Special Terms and Performance Measures including any Exhibits and other documents, as well as any other attachments, are considered part of the "contract".
  - B. "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <https://www.govinfo.gov/app/collection/CFR>.
  - C. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - D. "Director" means the Director of the Yakima County Human Services Department.
  - E. "General Terms and Conditions" means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
  - F. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - G. "Principals," which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
  - H. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
  - I. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subrecipient") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.
  - J. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.



2. **Consideration:** The parties agree that the monetary consideration for this contract shall be identified in the face sheet and contained in the Budget section(s) of this Contract. The parties agree that the face amount of the contract is up to and not to exceed the full consideration due to the Contractor. Any additional modifications to this agreement regarding consideration must be mutually agreed to and be in writing to be effective.
3. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
4. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
5. **Circulars** These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The Federal Circulars found in Title 2 of the Code of Federal Regulations (CFR) provide the applicable administrative requirements, cost Principles and audit requirements. The Circulars are applicable to all non-federal recipients of Federal Awards unless specifically excluded. Subrecipients must follow this Circular and incorporated appendices and any future amendments, and any successor or replacement circulars or regulations.
6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.
7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the 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";
    - II. All material produced by the Contractor that is designated as "confidential" by the County;
    - 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" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPPA).

- B. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure, or violation of any State or Federal laws related thereto. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this agreement, whenever the County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of a Confidential Information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
8. **Conflicts of Interest:** Subrecipients shall provide a copy of their Conflict of Interest Statement/Policy prior to their first billing being paid. In addition, Subrecipients shall assure compliance with any applicable State or Federal laws relating to Conflicts of Interest.
9. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principals or Subrecipients becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.
10. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.
11. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.



12. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.
- The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.
13. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
14. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
15. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 16 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 16, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.



16. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:
- A. Document performance of all acts required by law, regulation, or this Contract;
  - B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
  - C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
17. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.
- The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
18. **Order of Precedence:** 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, to:
- A. Applicable federal and State of Washington statutes and regulations
  - B. Special Terms and Conditions of this Contract;
  - C. This Contract.
19. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.



20. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
21. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.
22. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Director of the Human Services Department or his assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subrecipient of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subrecipient be unable to satisfy its joint and several liability, the County and the Contractor shall share in the subrecipient's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the Contractor. This term shall not apply in the event of a settlement by either the County or the Contractor.
23. **Reporting Requirements:** The Contractor shall be responsible for providing reports to the County on a regular basis throughout the term of this Contract. Such reports shall include, but not be limited to, performance measures and outcomes identified in Exhibit A.
- The County may require monthly reports; however, in such cases, the County shall provide the Contractor with at least 45 days' notice prior to the commencement of monthly reporting. In addition to the monthly reports, the County reserves the right to request ad hoc reports as needed, to monitor and assess performance or address specific concerns.
24. **Contract Management Standards:** The Contractor shall maintain accurate records to account for its expenditures and program performance. The County has the right to monitor and audit the finances of the Contractor to ensure actual expenditures remain consistent with the spirit and intent of this Agreement. The County designee may inspect and audit all records and other materials and the Contractor shall make such available upon request.
25. **Internal Auditing Controls:** The Contractor shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All Contractor records with respect to any matters covered by this Agreement shall



be made available to the County, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

The Contractor must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the County's Contract Representative, designated on the Face Sheet of this Agreement within the earlier of thirty (30) days after receipt of the auditor's report, or no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all findings and Management Letters, not only those related to funding received from the County. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the Contractor shall comply with Federal audit requirements for agencies who expend in excess of \$750,000 of federal funds. The County reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The Contractor that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the Contractor's most recent Audited Financial Statement to the County's Contract Representative, designated on the Face Sheet of this Agreement. The Contractor that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of Contractor's fiscal year end to the County's Contract Representative by mail.

The Contractor is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

Failure of the Contractor to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

26. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
27. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
28. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima County's right to terminate this contract under the



provisions set forth in item 30 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.

29. **Suspension or Termination:** The County may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms or this Agreement, which included but are not limited to the following:
- A. Failure to comply with the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, policies, or directives as may become applicable at any time;
  - B. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement including, but not limited to, the submission of any required documentation, certifications, or proof of compliance with contractual requirements, such as insurance certificates.
  - C. Ineffective or improper use of funds provided under this Agreement; and/or
  - D. Submission by the Contractor to the County reports that are incorrect or incomplete in any material respect.
  - E. Contractor's suspension, debarment, insolvency, or other actions of Contractor or Subcontractor(s) deemed to materially undermine the intent of providing services under the agreement between the parties.

If the Contractor fails to meet any obligation under this agreement the Contractor shall have thirty (30) calendar days from the date of written notice from Yakima County to remedy such deficiencies. If the Contractor fails to provide the required items within the 30-day period, the Agreement will automatically enter suspension status, during which Yakima County reserves the right to terminate the Agreement at any time;

During suspension status, Yakima County is under no obligation to release funds or provide resources under this Agreement.

Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on the Face Sheet.

If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

The County reserves the right to terminate the contract immediately effective upon receipt of written notice to Contractor for any alleged material breach of the contract which may include alleged violations of Washington or Federal Law, and/or any other violation of the terms of this agreement that would materially frustrate the purpose of this contract and/or subject Yakima County to potential financial and/or tort liability.

30. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2,

Amendment. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the County.

31. **Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed to the representatives as identified on the Face Sheet of this agreement.



## EXHIBIT A

### SPECIAL TERMS & PERFORMANCE MEASURES

1. **Purpose of the Agreement:** Establish a court-supervised, integrated, and comprehensive therapeutic program for nonviolent, high-risk DUI offenders whose offenses are linked to or caused by drug and/or alcohol addiction.
2. **Key Activities:** 1.0 FTE Reentry Specialist
3. **Performance Measures:** Performance Reports will be submitted quarterly to the Office of Human Services. These reports will cover progress on total number of clients (deduplicated) served, graduation rates, recidivism rates, participants who graduate from the program as a licensed driver, and narrative process on the enhancement of the reentry specialist within the DUI court team.

Annual narrative of program's successes indicating the percentage of increased capacity and aims to achieve a 25% increase within a year. The report also addresses any challenges faced, notable modifications made, and provides an overview of the staff structure, including any vacant positions.

**EXHIBIT B****BUDGET**

GRANTEE is authorized to spend no more than **ONE HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED FIFTY-SIX AND 00/100 DOLLARS (\$139,556) FROM January 1st, 2026, through December 31st, 2026.**

Category	Amount
Staff Salaries and Benefits	\$104,486
Facilities – Rent	\$10,070
Treatment Services	\$15,000
Barrier Support Costs	\$10,000
<b>TOTAL</b>	<b>\$139,556</b>

1. Non-Admin Expenses (Operations):

- A. The sub-grantee will not be allowed to submit expenses for reimbursement for items not listed on the initial RFP application unless prior approved by Yakima County Human Services Finance Manager. Yakima County reserves the right to assign a more detailed line-item budget to sub-grantees that matches the initial RFP application. Request for line-item adjustments must be submitted through email to the Finance Manager

2. Payment Procedures:

- A. Requests for reimbursement by the Contractor shall be submitted no more than once per month using the invoice form provided by the County.
- B. At the Contractor's first request for reimbursement, Yakima County Human Services will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the contract will be acceptable. All back-up documentation must be available to the County and all other auditors, upon request. Reimbursement of expenditures for staff time spent on more than one source will require timesheets reflecting hours charged to the contract



C. Monthly invoices and documentation must be submitted as follows:

- Electronically: Submitted electronic invoices must be sent to [humanservicesinvoices@co.yakima.wa.us](mailto:humanservicesinvoices@co.yakima.wa.us) no later than the 25<sup>th</sup> of the month. If the 25<sup>th</sup> falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 25<sup>th</sup> falls on a Sunday, invoices must be received by close of business the following Monday.
- Original invoice via delivery: Upon request, a signed original hard copy of the invoice must be submitted to Human Services. The signed original invoice must be received no later than the 25<sup>th</sup> of the month to be paid on the County's next scheduled warrant date at the following address:

Yakima County Human Services  
223 N. 1st Street  
Yakima, WA 98901

- D. All late invoices will not be paid until the following month; The decision to approve or deny payment of claims for services submitted more than 60 days after the end of the invoice period shall rest solely with the Human Services Director; the Director's decision shall be final and not capable of right to appeal.
- E. Submitted invoices must explicitly allocate costs by contracted line items. The Contractor is responsible for ensuring submitted cost documentation is clearly associated with contracted line items. Invoices not meeting this requirement will be returned for correction (All submission deadlines still apply to invoices in need of correction).
- F. Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the County's Fiscal Contact as designated on the Face Sheet of this agreement.
- G. Submitted costs ineligible for reimbursement or not properly supported will be deducted from the Contractor's reimbursement. Contractor will be provided a summary of deductions and may opt to submit a supplemental invoice providing additional documentation before the next month's invoicing deadline for these costs only. Should a contractor opt not to re-invoice, these costs will be considered void as of the close of the next invoicing period.

- H. Contractor may request a budget line item be adjusted by up to 10% of the total annual amount between line items. Unless otherwise restricted by funding authorities, the contractor may request costs be moved between existing contractual line items but may not deviate from the contractual budget by more than 10%. This request must be made in writing, is subject to approval by the Yakima County Human Services Director and shall not be construed to allow any modification contrary to other contract requirements in the General Terms, Special Terms, or referenced contractual documents.
  - I. All program or billing related questions must be submitted to your agency's designated program manager directly at the Yakima County Human Services Department.
3. Duplication of Billed Costs:
- A. The Subrecipient shall not bill the Agency for services performed under this contract, and the Agency shall not pay the Subrecipient, if the Subrecipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.





# BOARD OF YAKIMA COUNTY COMMISSIONERS

## Agenda Request Form (ARF)

*Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.*

Prepared by: Sandy Kobes

Department: Human Services

Requested Agenda Date: 02/03/2026

Presenting: Esther Magasis/Lance Larsen

*Board of County Commissioners Record Assigned*

#

BOCC Agreement

**0 2 5 - 2 0 2 6**

Yakima County, WA

### Action Requested – Check Applicable Box:

☐ PASS RESOLUTION

☐ PASS ORDINANCE

☐ ISSUE PROCLAMATION

☒ EXECUTE or AMEND

AGREEMENT, CONTRACT, or GRANT

☐ OTHER \_\_\_\_\_

### Document Title:

Catholic Charities Capital Mental Health Sales Tax 2026 Contract (CC-CAP-MHST-2026)

### Background Information:

This contract between Yakima County Human Services and Catholic Charities of Yakima is awarded as part of the Behavioral Health and Substance Use Disorder RFP. This contract grants Catholic Charities \$3,000,000 for the development and operation of a Permanent Supportive Housing program for young adults and families experiencing homelessness combined with wrap-around supportive services, including behavioral health and substance use disorder supports, to promote long-term stability, recovery, and self-sufficiency in Yakima County from January 1, 2026, to December 31, 2027.

### Describe Fiscal Impact:

\$3,000,000 for the development of a Permanent Supportive Housing program.

### Summary & Recommendation:

Recommend to approve.

Signed by:

Esther Magasis

DocuSigned by:

Department Head/Elected Official Signature

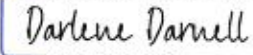
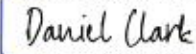
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Initial

DC

Corporate Counsel Initial (for Agreements Only)

## HUMAN SERVICES CONTRACT FACE SHEET

CONTRACTOR IS A <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> VENDOR		CONTRACT NUMBER: CC-CAP-MHST-2026
1. NAME/ADDRESS: <b>Catholic Charities of Yakima</b> <b>UEI: XX1ZX9EEXGY3</b> <b>5301 Tieton Drive, Suite C</b> <b>Yakima, WA 98908</b> <b>(509) 965-7100</b>	2. ORIGINAL CONTRACT AMOUNT: <b>\$3,000,000</b>	5. PREVIOUS CONTRACT AMOUNT:
	3. CASH MATCH REQUIREMENT:	6. MODIFICATION AMOUNT:
	4. TOTAL CONTRACT AMOUNT: <b>\$3,000,000</b>	7. NEW TOTAL CONTRACT AMOUNT:
8. CONTACT: <b>Whitney Carlson, Director of Youth &amp; Housing Supportive Services</b> <b>303 E D St, Suite 5</b> <b>Yakima WA 98901</b> <b>(509) 946-4645</b> <a href="mailto:wcarlson@catholiccharitiescw.org">wcarlson@catholiccharitiescw.org</a>	9. COUNTY PROGRAM CONTACT: <b>Yakima County Human Services</b> <b>Melissa Holm, Grant Manager</b> <b>223 N 1st Street</b> <b>Yakima, WA 98901-2639</b> <b>(509) 865-5005</b> <a href="mailto:Melissa.Holm@co.yakima.wa.us">Melissa.Holm@co.yakima.wa.us</a>	10. COUNTY FISCAL CONTACT: <b>Yakima County Human Services</b> <b>Sandy Kobes, Accountant III</b> <b>223 N 1st Street</b> <b>Yakima, WA 98901-2639</b> <b>(509) 574-1367</b> <a href="mailto:Sandy.Kobes@co.yakima.wa.us">Sandy.Kobes@co.yakima.wa.us</a>
11. CONTRACT START DATE: <b>January 1, 2026</b>		12. CONTRACT END DATE: <b>December 31, 2027</b>
13. FUNDING AUTHORITY: <b>Yakima County – Mental Health Sales Tax</b>		14. INDIRECT RATE: <b>N/A</b>
15. CFDA NUMBER(s): <b>N/A</b>		16. CFDA TITLE(S): <b>N/A</b>
17. PURPOSE: Mental Health Sales Tax Grant Award – Capital Improvement to support Catholic Charities Housing Services in the development and operation of a Permanent Supportive Housing program for young adults and families experiencing homelessness combined with wrap-around supportive services, including behavioral health and substance use disorder supports, to promote long-term stability, recovery, and self-sufficiency in Yakima County.		
<b>EXHIBITS:</b> When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): <b>EXHIBIT A – Special Terms &amp; Performance Measures</b> <b>EXHIBIT B – Budget &amp; Billable Categories</b> <b>EXHIBIT C – Certification of Insurance</b>		
This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.		
<b>CATHOLIC CHARITIES OF YAKIMA</b>  <small>B24CC31A6881445</small> Darlene Darnell, President and CEO  1/21/2026 Date  Approved as to Form:  <small>4016C0B2C8E04F8</small> Deputy Prosecuting Attorney  Agreement Number <b>BOCC Agreement</b>		<b>BOARD OF COUNTY COMMISSIONERS</b>  LaDon Linde, Chair   Amanda McKinney, Commissioner   Kyle Curtis, Commissioner <b>DATED: FEB 03 2026</b> Attest: Julie Lawrence, Clerk of the Board or Erin Franklin, Deputy Clerk of the Board

025-2026

Yakima County, WA



## GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

1. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
  - A. "Contract" The term contract is intended to mean an agreement creating obligations enforceable by law between the County and the contractor. For purposes of this "contract", the parties agree that all terms contained in the General Terms and Conditions and Special Terms and Performance Measures including any Exhibits and other documents, as well as any other attachments, are considered part of the "contract".
  - B. "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
  - C. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - D. "Director" means the Director of the Yakima County Human Services Department.
  - E. "General Terms and Conditions" means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
  - F. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - G. "Principals," which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
  - H. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.

- I. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subrecipient") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.
  - J. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Consideration:** The parties agree that the monetary consideration for this contract shall be identified in the face sheet and contained in the Budget section(s) of this Contract. The parties agree that the face amount of the contract is up to and not to exceed the full consideration due to the Contractor. Any additional modifications to this agreement regarding consideration must be mutually agreed to and be in writing to be effective.
  3. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
  4. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
  5. **Circulars** These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The Federal Circulars found in Title 2 of the Code of Federal Regulations (CFR) provide the applicable administrative requirements, cost Principles and audit requirements. The Circulars are applicable to all non-federal recipients of Federal Awards unless specifically excluded. Subrecipients must follow this Circular and incorporated appendices and any future amendments, and any successor or replacement circulars or regulations.
  6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.
  7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal



Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the 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";
    - II. All material produced by the Contractor that is designated as "confidential" by the County;
    - 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" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPPA).
  - B. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure, or violation of any State or Federal laws related thereto. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this agreement, whenever the County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
  - C. The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of a Confidential Information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
8. **Conflicts of Interest:** Subrecipients shall provide a copy of their Conflict of Interest Statement/Policy prior to their first billing being paid. In addition, Subrecipients shall assure compliance with any applicable State or Federal laws relating to Conflicts of Interest.
9. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals and any Subrecipients are not presently debarred, suspended,

proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principals or Subrecipients becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.

10. **Disputes:** A Dispute Board shall determine disputes between the parties in the following manner: Each party shall appoint one member to the Dispute Board. The members appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Contract terms, and applicable statutes and rules and make a determination. This process shall constitute the final administrative remedy available to the parties. Each party reserves the right to litigate issues and matters in court de novo.
11. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.
12. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.
13. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.
14. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the



term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

15. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
16. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 16 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 16, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.
17. **Insurance:**
  - A. The County certifies that it is insured as a member of the Washington Counties Risk Pool, and is otherwise self-insured, and can pay for losses for which it is found liable.
  - B. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and automobile liability insurance with minimum limits of \$2,000,000 per occurrence and \$5,000,000 aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima County, its officers,

employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall, provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under this Agreement.

- C. In the event the insurance coverage expires or lapses, the parties agree that the contractor shall have an affirmative duty to immediately notify Yakima County of such event. The parties agree that the agreement performance shall be immediately suspended, and payments shall cease, and contractor shall have 30 calendar days to proactively provide the county with a new proof of adequate current coverage. If the contractor fails to provide adequate proof of current coverage the agreement will be terminated.
18. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:
- A. Document performance of all acts required by law, regulation, or this Contract;
  - B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
  - C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
19. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.



20. **Order of Precedence:** 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, to:
- A. Applicable federal and State of Washington statutes and regulations
  - B. Special Terms and Conditions of this Contract;
  - C. This Contract.
21. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
22. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
23. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.
24. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Director of the Human Services Department or his assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subrecipient of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the

subrecipient be unable to satisfy its joint and several liability, the County and the Contractor shall share in the subrecipient's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the Contractor. This term shall not apply in the event of a settlement by either the County or the Contractor.

**25. Reporting Requirements:**

- A. The Contractor shall be responsible for providing reports to the County on a regular basis throughout the term of this Contract. Such reports shall include, but not be limited to, performance measures and outcomes identified in Exhibit A.

The County may require monthly reports; however, in such cases, the County shall provide the Contractor with at least 45 days' notice prior to the commencement of monthly reporting. In addition to the monthly reports, the County reserves the right to request ad hoc reports as needed, to monitor and assess performance or address specific concerns.

- B. Homeless Management Information System (HMIS):

If Yakima County Human Services department determines the project is HMIS eligible based on the HUD/HMIS Data Standards, the following additional reporting requirements will apply.

The Contractor shall timely and accurately enter data into the County Homeless Management Information System (HMIS) for every client served under this Agreement in accordance with HUD/HMIS Data Standards. HMIS required data elements are determined by the funder. HMIS data entry must be complete monthly no later than the 5<sup>th</sup> of the following month. Complete HMIS data entry includes:

- Entering/updating project client/household data in HMIS within 14 calendar days following the date of project enrollment/exit.
- Client data entered into HMIS no less frequently than weekly.
- Timely and accurate data entry information into HMIS of client(s) usage and services provided.

- C. Other Reporting Requirements:

If the Contractor fails to timely and/or accurately enter their HMIS data, the County reserves the right to withhold reimbursement until the data entry is completed. In



such cases, withheld payments will be processed in the next month's check run, assuming the data entry is subsequently completed. A repeated pattern of failure to timely and/or accurately provide this information in the HMIS by Contractor, may lead to termination of the agreement and debarment for future contracts with Yakima County.

The Contractor shall utilize the HMIS housing inventory tool to manage the occupancy of units and update unit information as occupancy, or housing inventory changes. All unit information shall be in good faith timely and accurately updated within forty-eight (48) hours of an occupancy change and include notification to the grant manager. Contractor staff that are responsible for maintaining and/or updating the housing inventory shall attend offered training on the use and operation of the HMIS-based housing tool and will respond promptly to questions regarding housing inventory posed by the County. Guidance regarding the information needed to accurately account for housing inventory for the annual submission of the Housing Inventory Count Report and for local planning purposes can be found in HUD Notice CPD-16-060, pp. 5-17 as incorporated herein by reference.

The Contractor shall ensure that all applicable staff are fully trained and certified to operate the current prioritization tools as required by local, state, or federal Coordinated Entry guidelines (i.e., HENA & YAHA) prior to using these systems. Contractors providing permanent supportive housing and transitional housing programs will complete a vulnerability assessment on all program participants at program entry, program exit, and if applicable, annually.

County HMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to [www.yakimacounty.us](http://www.yakimacounty.us). Communications regarding updates to the website will be distributed via e-mail to contracted HMIS agencies. The Contractor will submit questions regarding participation in the HMIS, including data collection responsibilities, via the support request tool in the HMIS.

The Contractor shall submit data required for the Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-in-Time Count, Quarterly Data Quality Reports, and the System Performance Measures Report as specified by the County. The Contractor also agrees to submit any additional data from HMIS related to the funded program upon request.

26. **Contract Management Standards:** The Contractor shall maintain accurate records to account for its expenditures and program performance. The County has the right to monitor and audit

the finances of the Contractor to ensure actual expenditures remain consistent with the spirit and intent of this Agreement. The County designee may inspect and audit all records and other materials and the Contractor shall make such available upon request.

27. **Internal Auditing Controls:** The Contractor shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All Contractor records with respect to any matters covered by this Agreement shall be made available to the County, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

The Contractor must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the County's Contract Representative, designated on the Face Sheet of this Agreement within the earlier of thirty (30) days after receipt of the auditor's report, or no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all findings and Management Letters, not only those related to funding received from the County. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the Contractor shall comply with Federal audit requirements for agencies who expend in excess of \$750,000 of federal funds. The County reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The Contractor that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the Contractor's most recent Audited Financial Statement to the County's Contract Representative, designated on the Face Sheet of this Agreement. The Contractor that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of Contractor's fiscal year end to the County's Contract Representative by mail.

The Contractor is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

Failure of the Contractor to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

28. **Religious Activities:** The Contractor acknowledges no portion of the public funds shall be appropriated for or applied to any religious activity or essentially religious endeavors, including but not limited to religious worship, exercise or instruction.



The Contractor acknowledges that government-paid staff is prohibited from conducting religious activities during their on-duty grant funded hours.

ALL participation in religious activities by clients must be purely voluntary. Religious activities should be conducted in a place and in a manner that allows clients to opt in (such as going to a room or space separate from the main facility) and that does not stigmatize those who elect not to participate.

No services provided by the Contractor shall be denied due to person's religious affiliation or lack thereof.

29. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
30. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
31. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima County's right to terminate this contract under the provisions set forth in item 30 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.
32. **Suspension or Termination:** The County may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms or this Agreement, which included but are not limited to the following:
  - A. Failure to comply with the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, policies, or directives as may become applicable at any time;
  - B. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement including, but not limited to, the submission of any required documentation, certifications, or proof of compliance with contractual requirements, such as insurance certificates.

- C. Ineffective or improper use of funds provided under this Agreement; and/or
- D. Submission by the Contractor to the County reports that are incorrect or incomplete in any material respect.
- E. Contractor's suspension, debarment, insolvency, or other actions of Contractor or Subcontractor(s) deemed to materially undermine the intent of providing services under the agreement between the parties.

If the Contractor fails to meet any obligation under this agreement the Contractor shall have thirty (30) calendar days from the date of written notice from Yakima County to remedy such deficiencies. If the Contractor fails to provide the required items within the 30-day period, the Agreement will automatically enter suspension status, during which Yakima County reserves the right to terminate the Agreement at any time;

During suspension status, Yakima County is under no obligation to release funds or provide resources under this Agreement.

Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on the Face Sheet.

If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

The County reserves the right to terminate the contract immediately effective upon receipt of written notice to Contractor for any alleged material breach of the contract which may include alleged violations of Washington or Federal Law, and/or any other violation of the terms of this agreement that would materially frustrate the purpose of this contract and/or subject Yakima County to potential financial and/or tort liability.

- 33. **Title to Property:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Contract shall remain with the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Contract shall pass to and vest in the County. The Contractor shall take reasonable steps to protect and maintain all the County property in its possession against loss or damage and shall return the County property to the County upon Contract termination or expiration, reasonable wear and tear excepted.
- 34. **Treatment of Client Property:** Unless otherwise provided in this Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under this Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property.



The Contractor shall provide clients under age 18 with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Contract, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

35. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the County.
36. **Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed to the representatives as identified on the Face Sheet of this agreement.

## EXHIBIT A

### SPECIAL TERMS & PERFORMANCE MEASURES

1. **Purpose of the Agreement:** The purpose of this Agreement is to support Catholic Charities Housing Services (CCHS) in the development and operation of Casa de la Mora, a Permanent Supportive Housing program that increases housing stability for young adults and families experiencing or at risk of homelessness. The project combines affordable housing with wrap-around supportive services, including behavioral health and substance use disorder supports, to promote long-term stability, recovery, and self-sufficiency in Yakima County.
2. **Program Delivery:** CCHS shall provide Permanent Supportive Housing services at Casa de la Mora, a 73-unit apartment building located in Yakima, Washington, including **35** units dedicated to Permanent Supportive Housing. Services will be delivered in partnership with Catholic Charities Serving Central Washington (CCCW) and other community providers. Program delivery will include on-site and community-based supportive services designed to reduce barriers to housing stability and improve behavioral health outcomes for residents.
3. **Key Activities:**

Catholic Charities Housing Services shall complete capital development activities associated with **Casa de la Mora**, a 73-unit affordable housing development located in Yakima, Washington. Capital activities funded under this Agreement shall support the construction and delivery of 35 Permanent Supportive Housing units dedicated to young adults and families experiencing or at risk of homelessness.
4. **Performance Measures:** Catholic Charities Housing Services shall report on progress toward completion of the Casa de la Mora capital project. Performance will be measured through the achievement of the following milestones and deliverables:
  - Completion of construction activities in accordance with approved plans, budgets, and timelines (short summary)
  - Receipt of a Certificate of Occupancy or equivalent authorization for residential use
  - Delivery of **73 Permanent Supportive Housing units** designated for program use
  - Confirmation that the housing units are ready for lease-up and long-term operation as affordable housing
5. **Prevailing Wages**

The subgrantee ensures all contractors and subcontractors will follow all prevailing wage laws according to RCW 39.12.

<http://lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>:

  - A. The contractor will submit Intent to Pay Prevailing Wage statements for the contractor and all sub- contractors prior to the first payment being made.



- B. The contractor will submit Affidavits of Wages Paid statements for the contractor and all sub- contractors at the completion of the project.

CCHS shall submit **quarterly progress reports** documenting construction status, budget expenditures, anticipated timelines, and any material changes to the project schedule or scope. Final reporting shall include documentation verifying project completion and readiness for occupancy.

**EXHIBIT B****BUDGET**

GRANTEE is authorized to spend no more than **THREE MILLION AND 00/100 DOLLARS (\$3,000,000) FROM January 1st, 2026, through December 31st, 2027.**

<u>Category</u>	<u>Amount</u>
Capital	\$3,000,000
<b>TOTAL</b>	<b>\$3,000,000</b>

1. Administrative (Indirect) Costs:

- A. The Contractor may use a total of 10% for administrative (indirect) costs. These costs must be substantially direct nexus between the new expanded program and cost.
- B. Contractors must incur administrative (indirect) costs proportionally with non-administrative (programmatic) costs. At no time may administrative costs exceed **10 percentage points above** the percentage of non-administrative costs expended.

*Example:* If 20% of non-administrative costs have been expended, administrative costs may not exceed 30% of the administrative budget.

2. Non-Admin Expenses (Operations):

- A. The sub-grantee will not be allowed to submit expenses for reimbursement for items not listed on the initial RFP application unless prior approved by Yakima County Human Services Finance Manager. Yakima County reserves the right to assign a more detailed line-item budget to sub-grantees that matches the initial RFP application. Request for line-item adjustments must be submitted through email to the Finance Manager.

3. Payment Procedures:

- A. Requests for reimbursement by the Contractor shall be submitted no more than once per month using the invoice form provided by the County.
- B. At the Contractor's first request for reimbursement, Yakima County Human Services will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the contract will be acceptable. All back-up documentation must be available to



the County and all other auditors, upon request. Reimbursement of expenditures for staff time spent on more than one source will require timesheets reflecting hours charged to the contract.

C. Monthly invoices and documentation must be submitted as follows:

- Electronically: Submitted electronic invoices must be sent to [humanservicesinvoices@co.yakima.wa.us](mailto:humanservicesinvoices@co.yakima.wa.us) no later than the 25<sup>th</sup> of the month. If the 25<sup>th</sup> falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 25<sup>th</sup> falls on a Sunday, invoices must be received by close of business the following Monday.
- Original invoice via delivery: Upon request, a signed original hard copy of the invoice must be submitted to Human Services. The signed original invoice must be received no later than the 25<sup>th</sup> of the month to be paid on the County's next scheduled warrant date at the following address:

Yakima County Human Services  
223 N. 1<sup>st</sup> Street  
Yakima, WA 98901

- D. All late invoices will not be paid until the following month; The decision to approve or deny payment of claims for services submitted more than 60 days after the end of the invoice period shall rest solely with the Human Services Director; the Director's decision shall be final and not capable of right to appeal.
- E. Submitted invoices must explicitly allocate costs by contracted line items. The Contractor is responsible for ensuring submitted cost documentation is clearly associated with contracted line items. Invoices not meeting this requirement will be returned for correction (All submission deadlines still apply to invoices in need of correction).
- F. Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the County's Fiscal Contact as designated on the Face Sheet of this agreement.
- G. Submitted costs ineligible for reimbursement or not properly supported will be deducted from the Contractor's reimbursement. Contractor will be provided a summary of deductions and may opt to submit a supplemental invoice

providing additional documentation before the next month's invoicing deadline for these costs only. Should a contractor opt not to re-invoice, these costs will be considered void as of the close of the next invoicing period.

- H. Unless otherwise restricted by funding authorities, Contractor may request a budget line item be adjusted by up to 10% of the total annual amount between line items without a contract modification. This request must be made in writing, is subject to approval by the Yakima County Human Services Director and shall not be construed to allow any modification contrary to other contract requirements in the General Terms, Special Terms, or referenced contractual documents.
  - I. All program or billing related questions must be submitted to your agency's designated program manager directly at the Yakima County Human Services Department.
4. Duplication of Billed Costs:
- A. The Subrecipient shall not bill the Agency for services performed under this contract, and the Agency shall not pay the Subrecipient, if the Subrecipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.



## Certificate of Coverage

Date: 5/28/2025

<b>Certificate Holder</b> Corporation of the Roman Catholic Bishop of Yakima Chancery Office P.O. Box 2189 101 South 12th Avenue Yakima, WA 98902	<b>This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.</b>
<b>Covered Location</b> CATHOLIC CHARITIES OF YAKIMA 5301-C TIETON DRIVE, SUITE C, BUILDING C YAKIMA, WA 98908-0000	<b>Company Affording Coverage</b> THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA 10843 OLD MILL RD OMAHA, NE 68154

## Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
Property				Real & Personal Property	
D. General Liability	8509	7/1/2025	7/1/2026	Each Occurrence	2,000,000
<input checked="" type="checkbox"/> Occurrence				General Aggregate	5,000,000
<input type="checkbox"/> Claims Made				Products-Comp/OP Agg	
				Personal & Adv Injury	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Excess Liability				Each Occurrence	
				Annual Aggregate	
Other				Each Occurrence	
				Claims Made	
				Annual Aggregate	
				Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage only extends for claims arising out of Catholic Charities of Yakima's grant (CC-RA-2023) with Yakima County Human Services for the term of the certificate.

<b>Holder of Certificate</b>	<b>Cancellation</b>
<b>Additional Protected Person(s)</b>  Yakima County Human Services 223 N 1st Street Yakima, WA 98901	Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail <u>30</u> days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.  Authorized Representative <i>Paul A. Peterson</i>
0166003201	

**ENDORSEMENT**

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement	7/1/2025	Charge	Credit
Cancellation Date of Endorsement	7/1/2026		
Certificate Holder	Corporation of the Roman Catholic Bishop of Yakima Chancery Office P.O. Box 2189 101 South 12th Avenue Yakima, WA 98902		
Location			

Certificate No. 8509 of The Catholic Mutual Relief Society of America is amended as follows:

**SECTION II - ADDITIONAL PROTECTED PERSON(S)**

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an **Additional Protected Person(s)** the organization(s) shown in the schedule below.

**Schedule - ADDITIONAL PROTECTED PERSON(S)**

Yakima County Human Services  
223 N 1st Street  
Yakima, WA 98901

**Remarks:**

Coverage only extends for claims arising out of Catholic Charities of Yakima's grant (CC-RA-2023) with Yakima County Human Services for the term of the certificate.

However, the following limitations apply to coverage:

1. The maximum limits of coverage provided by Catholic Mutual Relief Society of America to the **Additional Protected Person(s)** named in this endorsement shall not exceed the coverage dollar amount specifically required by contract or agreement and agreed to by the **Protected Person(s)**. In the absence of specific coverage limits within a referenced contract or agreement, the limits of liability afforded to the **Additional Protected Person(s)** must be listed on a separate Certificate of Coverage form attached to this endorsement. All limits of liability extended by this endorsement are inclusive of both Section II Coverage D and Section VII coverages (if applicable).
2. Unless specifically agreed to by contract or agreement, the coverage extended to the **Additional Protected Person(s)** by this endorsement is excess and non-contributory over any other available coverage or insurance.
3. This endorsement does not apply to any **Occurrence** outside the specific date(s) of a facility use agreement or terms of a lease.
4. This endorsement does not extend coverage to the **Additional Protected Person(s)** for **Occurrences** which cannot be attributed to primary acts or omissions of the **Protected Person(s)**.
5. Provided that a premises is utilized by the **Protected Person(s)** in a manner consistent with its intended purpose and in accordance with the applicable contract, agreement, or lease, this endorsement does not extend coverage to the **Additional Protected Person(s)** for premises defects or other **Occurrences** which could not be discovered by the **Protected Person(s)** with reasonable diligence.
6. The limited coverage afforded to the **Additional Protected Person(s)** by this endorsement only applies to the extent permissible by law and shall not apply to non-delegable duties unless specifically agreed to by contract or agreement.

This extension of coverage shall not enlarge the scope of coverage provided to the **Certificate Holder** under this Certificate nor increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this endorsement or extend beyond the cancellation date.





# BOARD OF YAKIMA COUNTY COMMISSIONERS

## Agenda Request Form (ARF)

*Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.*

Prepared by: Sandy Kobes  
 Department: Human Services  
 Requested Agenda Date: 02/03/2026  
 Presenting: Esther Magasis/Lance Larsen

Board of County Commissioners Record Assigned

#

BOCC Agreement

**0 2 6 - 2 0 2 6**

Yakima County, WA

### Action Requested – Check Applicable Box:

☐ PASS RESOLUTION

☒ EXECUTE or AMEND

☐ PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

☐ ISSUE PROCLAMATION

☐ OTHER \_\_\_\_\_

### Document Title:

YWCA Capital Mental Health Sales Tax 2026 Contract (YWCA-CAP-MHST-2026)

### Background Information:

This contract between Yakima County Human Services and YWCA is awarded as part of the Behavioral Health and Substance Use Disorder RFP. This contract grants YWCA \$700,000 for the renovation and improvement of the historic St. Elizabeth Nursing School building to expand emergency shelter capacity in Yakima County from January 1, 2026, to December 31, 2027.

### Describe Fiscal Impact:

\$700,000 for renovation and improvement of the historic St. Elizabeth Nursing School building.

### Summary & Recommendation:

Recommend to approve.

Signed by:

Esther Magasis

DD412A280C348E...

Department Head/Elected Official Signature

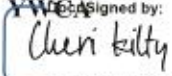
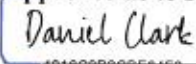
Initial

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Corporate Counsel Initial (for Agreements Only)

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## HUMAN SERVICES CONTRACT FACE SHEET

CONTRACTOR IS A <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> VENDOR		CONTRACT NUMBER: YWCA-CAP-MHST-2026	
1. NAME/ADDRESS: YWCA UEN: D5SRTLW1LEU9 818 W Yakima Ave Yakima, WA 98902 (509) 248-7796		2. ORIGINAL CONTRACT AMOUNT: \$700,000	
		3. CASH MATCH REQUIREMENT:	
		4. TOTAL CONTRACT AMOUNT: \$700,000	
8. CONTACT: Cheri Kilty, Director 818 W Yakima Ave Yakima, WA 98902 (509) 248-7796 <a href="mailto:ckilty@ywcayakima.org">ckilty@ywcayakima.org</a>		9. COUNTY PROGRAM CONTACT: Yakima County Human Services Melissa Holm, Grant Manager 223 N 1st Street Yakima, WA 98901-2639 (509) 865-5005 <a href="mailto:Melissa.Holm@co.yakima.wa.us">Melissa.Holm@co.yakima.wa.us</a>	
		10. COUNTY FISCAL CONTACT: Yakima County Human Services Sandy Kobes, Accountant III 223 N 1st Street Yakima, WA 98901-2639 (509) 574-1367 <a href="mailto:Sandy.Kobes@co.yakima.wa.us">Sandy.Kobes@co.yakima.wa.us</a>	
11. CONTRACT START DATE: January 1, 2026		12. CONTRACT END DATE: December 31, 2027	
13. FUNDING AUTHORITY: Yakima County – Mental Health Sales Tax		14. INDIRECT RATE: N/A	
15. CFDA NUMBER(s): N/A		16. CFDA TITLE(S): N/A	
17. PURPOSE: Mental Health Sales Tax Grant Award – Capital Improvement to support YWCA Yakima in the renovation and improvement of the historic St. Elizabeth Nursing School building to expand emergency shelter capacity in Yakima County.			
EXHIBITS: When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): EXHIBIT A – Special Terms & Performance Measures EXHIBIT B – Budget & Billable Categories EXHIBIT C – Certification of Insurance			
This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.			
Signed by:  Cheri Kilty, Director 1/22/2026 Date		<b>BOARD OF COUNTY COMMISSIONERS</b> LaDon Linde, Chair Amanda McKinney, Commissioner Kyle Curtis, Commissioner	
Approved as to Form:  Deputy Prosecuting Attorney		DATED: FEB 03 2026 Attest: Julie Lawrence, Clerk of the Board or Erin Franklin, Deputy Clerk of the Board	
Agreement Number BOCC Agreement			

026-2026

Yakima County, WA



## GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

1. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
  - A. "Contract" The term contract is intended to mean an agreement creating obligations enforceable by law between the County and the contractor. For purposes of this "contract", the parties agree that all terms contained in the General Terms and Conditions and Special Terms and Performance Measures including any Exhibits and other documents, as well as any other attachments, are considered part of the "contract".
  - B. "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <https://www.govinfo.gov/app/collection/CFR>.
  - C. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - D. "Director" means the Director of the Yakima County Human Services Department.
  - E. "General Terms and Conditions" means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
  - F. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - G. "Principals," which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
  - H. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.

- I. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subrecipient") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.
- J. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Consideration:** The parties agree that the monetary consideration for this contract shall be identified in the face sheet and contained in the Budget section(s) of this Contract. The parties agree that the face amount of the contract is up to and not to exceed the full consideration due to the Contractor. Any additional modifications to this agreement regarding consideration must be mutually agreed to and be in writing to be effective.
3. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
4. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
5. **Circulars** These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The Federal Circulars found in Title 2 of the Code of Federal Regulations (CFR) provide the applicable administrative requirements, cost Principles and audit requirements. The Circulars are applicable to all non-federal recipients of Federal Awards unless specifically excluded. Subrecipients must follow this Circular and incorporated appendices and any future amendments, and any successor or replacement circulars or regulations.
6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.
7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall



return or certify the destruction of such information if requested in writing by the party to this Contract that provided the 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";
- II. All material produced by the Contractor that is designated as "confidential" by the County;
- 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" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPPA).

B. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure, or violation of any State or Federal laws related thereto. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this agreement, whenever the County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of a Confidential Information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

8. **Conflicts of Interest:** Subrecipients shall provide a copy of their Conflict of Interest Statement/Policy prior to their first billing being paid. In addition, Subrecipients shall assure compliance with any applicable State or Federal laws relating to Conflicts of Interest.

9. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal

department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principals or Subrecipients becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.

10. **Disputes:** A Dispute Board shall determine disputes between the parties in the following manner: Each party shall appoint one member to the Dispute Board. The members appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Contract terms, and applicable statutes and rules and make a determination. This process shall constitute the final administrative remedy available to the parties. Each party reserves the right to litigate issues and matters in court de novo.
11. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.
12. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.
13. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

14. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract,



upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

15. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
16. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 16 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 16, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.
17. **Insurance:**
  - A. The County certifies that it is insured as a member of the Washington Counties Risk Pool, and is otherwise self-insured, and can pay for losses for which it is found liable.
  - B. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and automobile liability insurance with minimum limits of \$2,000,000 per occurrence and \$5,000,000 aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such

insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall, provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under this Agreement.

- C. In the event the insurance coverage expires or lapses, the parties agree that the contractor shall have an affirmative duty to immediately notify Yakima County of such event. The parties agree that the agreement performance shall be immediately suspended, and payments shall cease, and contractor shall have 30 calendar days to proactively provide the county with a new proof of adequate current coverage. If the contractor fails to provide adequate proof of current coverage the agreement will be terminated.
18. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:
- A. Document performance of all acts required by law, regulation, or this Contract;
  - B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
  - C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
19. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.



20. **Order of Precedence:** 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, to:
- A. Applicable federal and State of Washington statutes and regulations
  - B. Special Terms and Conditions of this Contract;
  - C. This Contract.
21. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
22. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
23. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.
24. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Director of the Human Services Department or his assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subrecipient of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the

subrecipient be unable to satisfy its joint and several liability, the County and the Contractor shall share in the subrecipient's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the Contractor. This term shall not apply in the event of a settlement by either the County or the Contractor.

**25. Reporting Requirements:**

- A. The Contractor shall be responsible for providing reports to the County on a regular basis throughout the term of this Contract. Such reports shall include, but not be limited to, performance measures and outcomes identified in Exhibit A.

The County may require monthly reports; however, in such cases, the County shall provide the Contractor with at least 45 days' notice prior to the commencement of monthly reporting. In addition to the monthly reports, the County reserves the right to request ad hoc reports as needed, to monitor and assess performance or address specific concerns.

- B. Homeless Management Information System (HMIS):

If Yakima County Human Services department determines the project is HMIS eligible based on the HUD/HMIS Data Standards, the following additional reporting requirements will apply.

The Contractor shall timely and accurately enter data into the County Homeless Management Information System (HMIS) for every client served under this Agreement in accordance with HUD/HMIS Data Standards. HMIS required data elements are determined by the funder. HMIS data entry must be complete monthly no later than the 5<sup>th</sup> of the following month. Complete HMIS data entry includes:

- Entering/updating project client/household data in HMIS within 14 calendar days following the date of project enrollment/exit.
- Client data entered into HMIS no less frequently than weekly.
- Timely and accurate data entry information into HMIS of client(s) usage and services provided.

- C. Other Reporting Requirements:

If the Contractor fails to timely and/or accurately enter their HMIS data, the County reserves the right to withhold reimbursement until the data entry is completed. In



such cases, withheld payments will be processed in the next month's check run, assuming the data entry is subsequently completed. A repeated pattern of failure to timely and/or accurately provide this information in the HMIS by Contractor, may lead to termination of the agreement and debarment for future contracts with Yakima County.

The Contractor shall utilize the HMIS housing inventory tool to manage the occupancy of units and update unit information as occupancy, or housing inventory changes. All unit information shall be in good faith timely and accurately updated within forty-eight (48) hours of an occupancy change and include notification to the grant manager. Contractor staff that are responsible for maintaining and/or updating the housing inventory shall attend offered training on the use and operation of the HMIS-based housing tool and will respond promptly to questions regarding housing inventory posed by the County. Guidance regarding the information needed to accurately account for housing inventory for the annual submission of the Housing Inventory Count Report and for local planning purposes can be found in HUD Notice CPD-16-060, pp. 5-17 as incorporated herein by reference.

The Contractor shall ensure that all applicable staff are fully trained and certified to operate the current prioritization tools as required by local, state, or federal Coordinated Entry guidelines (i.e., HENA & YAHA) prior to using these systems. Contractors providing permanent supportive housing and transitional housing programs will complete a vulnerability assessment on all program participants at program entry, program exit, and if applicable, annually.

County HMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to [www.yakimacounty.us](http://www.yakimacounty.us). Communications regarding updates to the website will be distributed via e-mail to contracted HMIS agencies. The Contractor will submit questions regarding participation in the HMIS, including data collection responsibilities, via the support request tool in the HMIS.

The Contractor shall submit data required for the Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-in-Time Count, Quarterly Data Quality Reports, and the System Performance Measures Report as specified by the County. The Contractor also agrees to submit any additional data from HMIS related to the funded program upon request.

26. **Contract Management Standards:** The Contractor shall maintain accurate records to account for its expenditures and program performance. The County has the right to monitor and audit

the finances of the Contractor to ensure actual expenditures remain consistent with the spirit and intent of this Agreement. The County designee may inspect and audit all records and other materials and the Contractor shall make such available upon request.

27. **Internal Auditing Controls:** The Contractor shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All Contractor records with respect to any matters covered by this Agreement shall be made available to the County, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

The Contractor must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the County's Contract Representative, designated on the Face Sheet of this Agreement within the earlier of thirty (30) days after receipt of the auditor's report, or no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all findings and Management Letters, not only those related to funding received from the County. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the Contractor shall comply with Federal audit requirements for agencies who expend in excess of \$750,000 of federal funds. The County reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The Contractor that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the Contractor's most recent Audited Financial Statement to the County's Contract Representative, designated on the Face Sheet of this Agreement. The Contractor that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of Contractor's fiscal year end to the County's Contract Representative by mail.

The Contractor is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

Failure of the Contractor to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

28. **Religious Activities:** The Contractor acknowledges no portion of the public funds shall be appropriated for or applied to any religious activity or essentially religious endeavors, including but not limited to religious worship, exercise or instruction.



The Contractor acknowledges that government-paid staff is prohibited from conducting religious activities during their on-duty grant funded hours.

ALL participation in religious activities by clients must be purely voluntary. Religious activities should be conducted in a place and in a manner that allows clients to opt in (such as going to a room or space separate from the main facility) and that does not stigmatize those who elect not to participate.

No services provided by the Contractor shall be denied due to person's religious affiliation or lack thereof.

29. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
30. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
31. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima County's right to terminate this contract under the provisions set forth in item 30 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.
32. **Suspension or Termination:** The County may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms or this Agreement, which included but are not limited to the following:
  - A. Failure to comply with the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, policies, or directives as may become applicable at any time;
  - B. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement including, but not limited to, the submission of any required documentation, certifications, or proof of compliance with contractual requirements, such as insurance certificates.

- C. Ineffective or improper use of funds provided under this Agreement; and/or
- D. Submission by the Contractor to the County reports that are incorrect or incomplete in any material respect.
- E. Contractor's suspension, debarment, insolvency, or other actions of Contractor or Subcontractor(s) deemed to materially undermine the intent of providing services under the agreement between the parties.

If the Contractor fails to meet any obligation under this agreement the Contractor shall have thirty (30) calendar days from the date of written notice from Yakima County to remedy such deficiencies. If the Contractor fails to provide the required items within the 30-day period, the Agreement will automatically enter suspension status, during which Yakima County reserves the right to terminate the Agreement at any time;

During suspension status, Yakima County is under no obligation to release funds or provide resources under this Agreement.

Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on the Face Sheet.

If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

The County reserves the right to terminate the contract immediately effective upon receipt of written notice to Contractor for any alleged material breach of the contract which may include alleged violations of Washington or Federal Law, and/or any other violation of the terms of this agreement that would materially frustrate the purpose of this contract and/or subject Yakima County to potential financial and/or tort liability.

- 33. **Title to Property:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Contract shall remain with the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Contract shall pass to and vest in the County. The Contractor shall take reasonable steps to protect and maintain all the County property in its possession against loss or damage and shall return the County property to the County upon Contract termination or expiration, reasonable wear and tear excepted.
- 34. **Treatment of Client Property:** Unless otherwise provided in this Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under this Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property.



The Contractor shall provide clients under age 18 with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Contract, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

35. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the County.
36. **Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed to the representatives as identified on the Face Sheet of this agreement.

## EXHIBIT A

### SPECIAL TERMS & PERFORMANCE MEASURES

1. **Purpose of the Agreement:** The purpose of this Agreement is to support YWCA Yakima in the capital renovation and improvement of the historic St. Elizabeth Nursing School building to expand emergency shelter capacity in Yakima County. Capital improvements will result in the creation of 42 additional emergency shelter rooms providing up to 112 beds, along with renovated spaces that support safe, accessible, and trauma-informed use of the facility for individuals and families fleeing domestic violence
2. **Program Delivery:** YWCA Yakima shall carry out capital renovation activities at the St. Elizabeth facility in accordance with approved plans, budgets, and timelines. Upon completion, the renovated building will be placed into service as an emergency shelter facility, increasing countywide shelter capacity and improving the physical environment in which crisis intervention and supportive services are delivered.
3. **Key Activities:** YWCA Yakima shall complete the following capital activities:
  - Renovation of the St. Elizabeth Nursing School building to expand emergency shelter capacity
  - Construction and improvement of 42 shelter rooms to support up to 112 beds
  - Completion of interior improvements necessary for safe occupancy, privacy, and accessibility
  - Creation or renovation of spaces suitable for private meetings, counseling, advocacy, and crisis response
  - Completion of all work in compliance with applicable building codes, safety standards, and accessibility requirements
  - Coordination with contractors, inspectors, and financing partners to ensure timely project completion
4. **Performance Measures:**

YWCA Yakima shall report on capital project progress and completion. Performance shall be measured through the following deliverables and milestones:

  - Completion of renovation activities in accordance with approved scope, budget, and schedule
  - Receipt of required inspections, approvals, and occupancy authorization
  - Delivery of 42 renovated shelter rooms and up to 112 operational shelter beds
  - Submission of documentation demonstrating eligible use of capital funds
  - Confirmation that the facility is ready for occupancy and operational use as an emergency shelter



**5. Prevailing Wages**

The subgrantee ensures all contractors and subcontractors will follow all prevailing wage laws according to RCW 39.12.

<http://lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>:

- The contractor will submit Intent to Pay Prevailing Wage statements for the contractor and all sub- contractors prior to the first payment being made.

**EXHIBIT B****BUDGET**

GRANTEE is authorized to spend no more than **SEVEN HUNDRED THOUSAND AND 00/100 DOLLARS (\$700,000) FROM January 1st, 2026, through December 31st, 2027.**

<u>Category</u>	<u>Amount</u>
Capital	\$700,000
<b>TOTAL</b>	<b>\$700,000</b>

1. Administrative (Indirect) Costs:

- A. The Contractor may use a total of 10% for administrative (indirect) costs. These costs must be substantially direct nexus between the new expanded program and cost.
- B. Contractors must incur administrative (indirect) costs proportionally with non-administrative (programmatic) costs. At no time may administrative costs exceed **10 percentage points above** the percentage of non-administrative costs expended.

*Example:* If 20% of non-administrative costs have been expended, administrative costs may not exceed 30% of the administrative budget.

2. Non-Admin Expenses (Operations):

- A. The sub-grantee will not be allowed to submit expenses for reimbursement for items not listed on the initial RFP application unless prior approved by Yakima County Human Services Finance Manager. Yakima County reserves the right to assign a more detailed line-item budget to sub-grantees that matches the initial RFP application. Request for line-item adjustments must be submitted through email to the Finance Manager.

3. Payment Procedures:

- A. Requests for reimbursement by the Contractor shall be submitted no more than once per month using the invoice form provided by the County.
- B. At the Contractor's first request for reimbursement, Yakima County Human Services will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the contract will be acceptable. All back-up documentation must be available to



the County and all other auditors, upon request. Reimbursement of expenditures for staff time spent on more than one source will require timesheets reflecting hours charged to the contract.

C. Monthly invoices and documentation must be submitted as follows:

- Electronically: Submitted electronic invoices must be sent to [humanservicesinvoices@co.yakima.wa.us](mailto:humanservicesinvoices@co.yakima.wa.us) no later than the 25<sup>th</sup> of the month. If the 25<sup>th</sup> falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 25<sup>th</sup> falls on a Sunday, invoices must be received by close of business the following Monday.
- Original invoice via delivery: Upon request, a signed original hard copy of the invoice must be submitted to Human Services. The signed original invoice must be received no later than the 25<sup>th</sup> of the month to be paid on the County's next scheduled warrant date at the following address:

Yakima County Human Services  
223 N. 1<sup>st</sup> Street  
Yakima, WA 98901

- D. All late invoices will not be paid until the following month; The decision to approve or deny payment of claims for services submitted more than 60 days after the end of the invoice period shall rest solely with the Human Services Director; the Director's decision shall be final and not capable of right to appeal.
- E. Submitted invoices must explicitly allocate costs by contracted line items. The Contractor is responsible for ensuring submitted cost documentation is clearly associated with contracted line items. Invoices not meeting this requirement will be returned for correction (All submission deadlines still apply to invoices in need of correction).
- F. Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the County's Fiscal Contact as designated on the Face Sheet of this agreement.
- G. Submitted costs ineligible for reimbursement or not properly supported will be deducted from the Contractor's reimbursement. Contractor will be provided a summary of deductions and may opt to submit a supplemental invoice

providing additional documentation before the next month's invoicing deadline for these costs only. Should a contractor opt not to re-invoice, these costs will be considered void as of the close of the next invoicing period.

- H. Unless otherwise restricted by funding authorities, Contractor may request a budget line item be adjusted by up to 10% of the total annual amount between line items without a contract modification. This request must be made in writing, is subject to approval by the Yakima County Human Services Director and shall not be construed to allow any modification contrary to other contract requirements in the General Terms, Special Terms, or referenced contractual documents.
  - I. All program or billing related questions must be submitted to your agency's designated program manager directly at the Yakima County Human Services Department.
4. Duplication of Billed Costs:
- A. The Subrecipient shall not bill the Agency for services performed under this contract, and the Agency shall not pay the Subrecipient, if the Subrecipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.





# BOARD OF YAKIMA COUNTY COMMISSIONERS

## Agenda Request Form (ARF)

*Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.*

Prepared by: Sandy Kobes  
 Department: Human Services  
 Requested Agenda Date: \_\_\_\_\_  
 Presenting: Esther Magasis/Lance Larsen

Board of County Commissioners Record Assigned

#

BOCC Agreement

**027-2026**

Yakima County, WA

### Action Requested – Check Applicable Box:

☐ PASS RESOLUTION

☒ EXECUTE or AMEND

☐ PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

☐ ISSUE PROCLAMATION

☐ OTHER \_\_\_\_\_

### Document Title:

*Medicated Assisted Treatment*

Comprehensive Healthcare Department of Corrections Mental Health Sales Tax 2026 Contract  
 (CH-DOC-MAT-MHST-2026)

### Background Information:

This contract is between Yakima County Human Services and Comprehensive Healthcare is awarded as part of the DOC, Probation, and Drug Court Service RFP. This contract grants Comprehensive Healthcare \$753,943 to deliver Medicated Assisted Treatment Services (MAT) to inmates at the Yakima County Jail from January 1, 2026 to December 31, 2026. This is year one of a two-year award.

### Describe Fiscal Impact:

\$753,943

### Summary & Recommendation:

Recommend to approve.

Signed by:

*Esther Magasis*

DocuSign Envelope ID: D041E280DC345E...

Department Head/Elected Official Signature

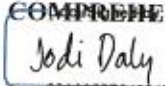
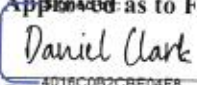
Initial

*DC*

Corporate Counsel Initial (for Agreements Only)

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## HUMAN SERVICES CONTRACT FACE SHEET

CONTRACTOR IS A <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> VENDOR		CONTRACT NUMBER: <b>CH-DOC-MAT-MHST-2026</b>
1. NAME/ADDRESS: <b>Comprehensive Healthcare</b> 402 South 4 <sup>th</sup> Ave Yakima, WA 98902 (509) 573-3636	2. ORIGINAL CONTRACT AMOUNT: <b>\$753,943</b>	5. PREVIOUS CONTRACT AMOUNT:
	3. CASH MATCH REQUIREMENT:	6. MODIFICATION AMOUNT:
	4. TOTAL CONTRACT AMOUNT: <b>\$753,943</b>	7. NEW TOTAL CONTRACT AMOUNT:
8. CONTACT: <b>Comprehensive Healthcare</b> <b>Daniel Ladd</b> Grants and Contracts Manager 402 South 4 <sup>th</sup> Ave Yakima, WA 98902 (509) 575-4698 <a href="mailto:Dan.ladd@comphe.org">Dan.ladd@comphe.org</a>	9. COUNTY PROGRAM CONTACT: <b>Yakima County Human Services</b> <b>Melissa Holm, Manager</b> 223 N 1 <sup>st</sup> Street Yakima, WA 98901-2639 (509) 856-5005 <a href="mailto:Melissa.Holm@co.yakima.wa.us">Melissa.Holm@co.yakima.wa.us</a>	10. COUNTY FISCAL CONTACT: <b>Yakima County Human Services</b> <b>Sandy Kobes, Accountant III</b> 223 N 1 <sup>st</sup> Street Yakima, WA 98901-2639 (509) 574-1367 <a href="mailto:Sandy.Kobes@co.yakima.wa.us">Sandy.Kobes@co.yakima.wa.us</a>
11. CONTRACT START DATE: <b>January 1, 2026</b>		12. CONTRACT END DATE: <b>December 31, 2026</b>
13. FUNDING AUTHORITY: <b>Yakima County – Mental Health Sales Tax</b>		
14. CFDA NUMBER(s): <b>N/A</b>		15. CFDA TITLE(S): <b>N/A</b>
16. PURPOSE: <b>Mental Health Sales Tax Project Award – Medication Assisted Treatment in County Jail</b>		
<b>EXHIBITS:</b> When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): <b>EXHIBIT A – Special Terms &amp; Performance Measures</b> <b>EXHIBIT B – Budget &amp; Billable Categories</b> <b>EXHIBIT C – Certificate of Insurance</b>		
This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.		
<b>COMPREHENSIVE HEALTHCARE</b>  Jodi Daly, PhD, CEO 1/23/2026 Date Approved as to Form:  Deputy Prosecuting Attorney Agreement Number <b>BOCC Agreement</b>		<b>BOARD OF COUNTY COMMISSIONERS</b> LaDon Linde, Chair Amanda McKinney, Commissioner Kyle Curtis, Commissioner <b>DATED: FEB 03 2026</b> Attest: Julie Lawrence, Clerk of the Board Erin Franklin, Deputy Clerk of the Board

027-2026

Yakima County, WA



## GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

1. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
  - A. "Contract" The term contract is intended to mean an agreement creating obligations enforceable by law between the County and the contractor. For purposes of this "contract", the parties agree that all terms contained in the General Terms and Conditions and Special Terms and Performance Measures including any Exhibits and other documents, as well as any other attachments, are considered part of the "contract".
  - B. "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
  - C. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - D. "Director" means the Director of the Yakima County Human Services Department.
  - E. "General Terms and Conditions" means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
  - F. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - G. "Principals," which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
  - H. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
  - I. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subrecipient") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.
  - J. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.

2. **Consideration:** The parties agree that the monetary consideration for this contract shall be identified in the face sheet and contained in the Budget section(s) of this Contract. The parties agree that the face amount of the contract is up to and not to exceed the full consideration due to the Contractor. Any additional modifications to this agreement regarding consideration must be mutually agreed to and be in writing to be effective.
3. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
4. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
5. **Circulars** These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The Federal Circulars found in Title 2 of the Code of Federal Regulations (CFR) provide the applicable administrative requirements, cost Principles and audit requirements. The Circulars are applicable to all non-federal recipients of Federal Awards unless specifically excluded. Subrecipients must follow this Circular and incorporated appendices and any future amendments, and any successor or replacement circulars or regulations.
6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.
7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the 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";
    - II. All material produced by the Contractor that is designated as "confidential" by the County;
    - 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" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPPA).

- B. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure, or violation of any State or Federal laws related thereto. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this agreement, whenever the County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of a Confidential Information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
8. **Conflicts of Interest:** Subrecipients shall provide a copy of their Conflict of Interest Statement/Policy prior to their first billing being paid. In addition, Subrecipients shall assure compliance with any applicable State or Federal laws relating to Conflicts of Interest.
9. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principals or Subrecipients becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.
10. **Disputes:** A Dispute Board shall determine disputes between the parties in the following manner: Each party shall appoint one member to the Dispute Board. The members appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Contract terms, and applicable statutes and rules and make a determination. This process shall constitute the final administrative remedy available to the parties. Each party reserves the right to litigate issues and matters in court de novo.
11. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.



12. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.
13. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.
- The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.
14. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
15. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
16. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 16 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 16, the Contractor specifically waives any immunity granted under the



state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

17. **Insurance:**

- A. The County certifies that it is insured as a member of the Washington Counties Risk Pool, and is otherwise self-insured, and can pay for losses for which it is found liable.
- B. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and automobile liability insurance with minimum limits of \$2,000,000 per occurrence and \$5,000,000 aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall, provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under this Agreement.
- C. In the event the insurance coverage expires or lapses, the parties agree that the contractor shall have an affirmative duty to immediately notify Yakima County of such event. The parties agree that the agreement performance shall be immediately suspended, and payments shall cease, and contractor shall have 30 calendar days to proactively provide the county with a new proof of adequate current coverage. If the contractor fails to provide adequate proof of current coverage the agreement will be terminated.

18. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:

- A. Document performance of all acts required by law, regulation, or this Contract;
- B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
- C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.

19. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

20. **Order of Precedence:** 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, to:

- A. Applicable federal and State of Washington statutes and regulations
- B. Special Terms and Conditions of this Contract;
- C. This Contract.

21. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

22. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.

23. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.



24. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Director of the Human Services Department or his assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subrecipient of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subrecipient be unable to satisfy its joint and several liability, the County and the Contractor shall share in the subrecipient's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the Contractor. This term shall not apply in the event of a settlement by either the County or the Contractor.

25. **Reporting Requirements:**

- A. The Contractor shall be responsible for providing reports to the County on a regular basis throughout the term of this Contract. Such reports shall include, but not be limited to, performance measures and outcomes identified in Exhibit A.

The County may require monthly reports; however, in such cases, the County shall provide the Contractor with at least 45 days' notice prior to the commencement of monthly reporting. In addition to the monthly reports, the County reserves the right to request ad hoc reports as needed, to monitor and assess performance or address specific concerns.

- B. Homeless Management Information System (HMIS):

If Yakima County Human Services department determines the project is HMIS eligible based on the HUD/HMIS Data Standards, the following additional reporting requirements will apply.

The Contractor shall timely and accurately enter data into the County Homeless Management Information System (HMIS) for every client served under this Agreement in accordance with HUD/HMIS Data Standards. HMIS required data elements are determined by the funder. HMIS data entry must be complete monthly no later than the 5<sup>th</sup> of the following month. Complete HMIS data entry includes:

- Entering/updating project client/household data in HMIS within 14 calendar days following the date of project enrollment/exit.
- Client data entered into HMIS no less frequently than weekly.
- Timely and accurate data entry information into HMIS of client(s) usage and services provided.

- C. Other Reporting Requirements:

If the Contractor fails to timely and/or accurately enter their HMIS data, the County reserves the right to withhold reimbursement until the data entry is completed. In such cases, withheld payments will be processed in the next month's check run, assuming the data entry is subsequently completed. A repeated pattern of failure to timely and/or accurately provide this information in the HMIS by Contractor, may lead to termination of the agreement and debarment for future contracts with Yakima County.

The Contractor shall utilize the HMIS housing inventory tool to manage the occupancy of units and update unit information as occupancy, or housing inventory changes. All unit information shall be in good faith timely and accurately updated within forty-eight (48) hours of an occupancy change and include notification to the grant manager. Contractor staff that are responsible for maintaining and/or updating the housing inventory shall attend offered training on the use and operation of the HMIS-based housing tool and will respond promptly to questions regarding housing inventory posed by the County. Guidance regarding the information needed to accurately account for housing inventory for the annual submission of the Housing Inventory Count Report and for local planning purposes can be found in HUD Notice CPD-16-060, pp. 5-17 as incorporated herein by reference.

The Contractor shall ensure that all applicable staff are fully trained and certified to operate the current prioritization tools as required by local, state, or federal Coordinated Entry guidelines (i.e., HENA & YAHA) prior to using these systems. Contractors providing permanent supportive housing and transitional housing programs will complete a vulnerability assessment on all program participants at program entry, program exit, and if applicable, annually.

County HMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to [www.yakimacounty.us](http://www.yakimacounty.us). Communications regarding updates to the website will be distributed via e-mail to contracted HMIS agencies. The Contractor will submit questions regarding participation in the HMIS, including data collection responsibilities, via the support request tool in the HMIS.

The Contractor shall submit data required for the Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-in-Time Count, Quarterly Data Quality Reports, and the System Performance Measures Report as specified by the County. The Contractor also agrees to submit any additional data from HMIS related to the funded program upon request.

26. **Contract Management Standards:** The Contractor shall maintain accurate records to account for its expenditures and program performance. The County has the right to monitor and audit the finances of the Contractor to ensure actual expenditures remain consistent with the spirit and intent of this Agreement. The County designee may inspect and audit all records and other materials and the Contractor shall make such available upon request.



27. **Internal Auditing Controls:** The Contractor shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All Contractor records with respect to any matters covered by this Agreement shall be made available to the County, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

The Contractor must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the County's Contract Representative, designated on the Face Sheet of this Agreement within the earlier of thirty (30) days after receipt of the auditor's report, or no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all findings and Management Letters, not only those related to funding received from the County. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the Contractor shall comply with Federal audit requirements for agencies who expend in excess of \$750,000 of federal funds. The County reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The Contractor that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the Contractor's most recent Audited Financial Statement to the County's Contract Representative, designated on the Face Sheet of this Agreement. The Contractor that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of Contractor's fiscal year end to the County's Contract Representative by mail.

The Contractor is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

Failure of the Contractor to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

28. **Religious Activities:** The Contractor acknowledges no portion of the public funds shall be appropriated for or applied to any religious activity or essentially religious endeavors, including but not limited to religious worship, exercise or instruction.

The Contractor acknowledges that government-paid staff is prohibited from conducting religious activities during their on-duty grant funded hours.

ALL participation in religious activities by clients must be purely voluntary. Religious activities should be conducted in a place and in a manner that allows clients to opt in (such as going to a room or space separate from the main facility) and that does not stigmatize those who elect not to participate.

No services provided by the Contractor shall be denied due to person's religious affiliation or lack thereof.

29. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
30. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
31. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima County's right to terminate this contract under the provisions set forth in item 30 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.
32. **Suspension or Termination:** The County may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms or this Agreement, which included but are not limited to the following:
- A. Failure to comply with the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, policies, or directives as may become applicable at any time;
  - B. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement including, but not limited to, the submission of any required documentation, certifications, or proof of compliance with contractual requirements, such as insurance certificates.
  - C. Ineffective or improper use of funds provided under this Agreement; and/or
  - D. Submission by the Contractor to the County reports that are incorrect or incomplete in any material respect.
  - E. Contractor's suspension, debarment, insolvency, or other actions of Contractor or Subcontractor(s) deemed to materially undermine the intent of providing services under the agreement between the parties.

If the Contractor fails to meet any obligation under this agreement the Contractor shall have thirty (30) calendar days from the date of written notice from Yakima County to remedy such deficiencies. If the Contractor fails to provide the required items within the 30-day period, the Agreement will automatically enter suspension status, during which Yakima County reserves the right to terminate the Agreement at any time;

During suspension status, Yakima County is under no obligation to release funds or provide resources under this Agreement.



## EXHIBIT A

### SPECIAL TERMS & PERFORMANCE MEASURES

1. **Purpose of the Agreement:** Comprehensive Healthcare, in partnership with the Yakima County Department of Corrections, will offer Medication Assisted Treatment Services (MAT) to inmates at the Yakima County Jail.
2. **Program Delivery:**  
Comprehensive Healthcare will ensure access to MAT services for individuals within Yakima County Jail.
3. **Key Activities:** As it relates to OTP services:
  - Administer medications, including injections, and monitor clients' reactions.
  - Educate clients on medications and treatment.
  - Conduct nursing assessments, ensuring client safety before and after medication administration.
  - Contribute to treatment planning and provide expertise on nursing matters.
  - Evaluate client safety and intervene in crises when necessary if appropriate and with client.
  - Maintain timely and thorough clinical documentation.
  - Support clients in their recovery journey, emphasizing socialization and self-advocacy as it relates to SUD and Mental Health
  - Provide warm handoffs as needed to clients transitioning to internal or external programs.
  - Develop personalized treatment plans for clients.
  - Engage in education and collaboration with clients and staff.
  - Deliver treatment via telehealth when necessary.
  - Ensure safe vehicle operation and maintain security at designated locations.
  - Collect and report performance measures
4. **Performance Measures:** Performance Reports will be submitted to the Office of Human Services on a quarterly basis. The content of these reports shall encompass the following information: the total count of clients served (deduplicated); the categories of internal and external referrals made for each client, specifying areas such as Housing, Shelter, and ongoing treatment services; and narrative summaries delineating program achievements, challenges encountered, and any significant program modifications.

Additionally, staff models, including vacant positions, will be submitted annually.

**EXHIBIT B****BUDGET**

GRANTEE is authorized to spend no more than **SEVEN HUNDRED FIFTY-THREE THOUSAND NINE HUNDRED FORTY-THREE AND 00/100 DOLLARS (\$753,943)** FROM January 1, 2026, through December 31, 2026.

<i>Category</i>	<i>Amount</i>
<b><i>Year 1: 1/1/2026-12/31/2026</i></b>	
Administration	\$75,394
Operations	\$678,549
<b>TOTAL YEAR 1</b>	<b>\$753,943</b>
<b><i>Year 2: 1/1/2027-12/31/2027***</i></b>	
Administration	\$75,394
Operations	\$678,549
<b>TOTAL YEAR 2</b>	<b>\$753,943</b>
<b>GRAND TOTAL:</b>	<b>\$1,507,886</b>

**\*\*\*YEAR 2 FUNDS CONTINGENT ON PERFORMANCE OF YEAR 1**

1. Administrative (Indirect) Costs:

- A. The Contractor may use a total of 10% for administrative (indirect). These costs must be substantially direct nexus between the new expanded program and cost.
- B. Contractors must incur administrative (indirect) costs proportionally with non-administrative (programmatic) costs. At no time may administrative costs exceed **10 percentage points above** the percentage of non-administrative costs expended.

*Example:* If 20% of non-administrative costs have been expended, administrative costs may not exceed 30% of the administrative budget.

2. Non-Admin Expenses (Operations):

- A. The sub-grantee will not be allowed to submit expenses for reimbursement for items not listed on the initial RFP application unless prior approved by



Yakima County Human Services Finance Manager. Yakima County reserves the right to assign a more detailed line-item budget to sub-grantees that matches the initial RFP application. Request for line-item adjustments must be submitted through email to the Finance Manager.

3. Payment Procedures:

- A. Requests for reimbursement by the Contractor shall be submitted no more than once per month using the invoice form provided by the County.
- B. At the Contractor's first request for reimbursement, Yakima County Human Services will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the contract will be acceptable. All back-up documentation must be available to the County and all other auditors, upon request. Reimbursement of expenditures for staff time spent on more than one source will require timesheets reflecting hours charged to the contract

C. Monthly invoices and documentation must be submitted as follows:

- Electronically: Submitted electronic invoices must be sent to [humanservicesinvoices@co.yakima.wa.us](mailto:humanservicesinvoices@co.yakima.wa.us) no later than the 25<sup>th</sup> of the month. If the 25<sup>th</sup> falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 25<sup>th</sup> falls on a Sunday, invoices must be received by close of business the following Monday.
- Original invoice via delivery: Upon request, a signed original hard copy of the invoice must be submitted to Human Services. The signed original invoice must be received no later than the 25<sup>th</sup> of the month to be paid on the County's next scheduled warrant date at the following address:

Yakima County Human Services  
223 N. 1st Street  
Yakima, WA 98901

- D. All late invoices will not be paid until the following month; The decision to approve or deny payment of claims for services submitted more than 60 days after the end of the end of the invoice period shall rest solely with the Human Services Director; the Director's decision shall be final and not capable of right to appeal.

Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on the Face Sheet.

If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

The County reserves the right to terminate the contract immediately effective upon receipt of written notice to Contractor for any alleged material breach of the contract which may include alleged violations of Washington or Federal Law, and/or any other violation of the terms of this agreement that would materially frustrate the purpose of this contract and/or subject Yakima County to potential financial and/or tort liability.

33. **Title to Property:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Contract shall remain with the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Contract shall pass to and vest in the County. The Contractor shall take reasonable steps to protect and maintain all the County property in its possession against loss or damage and shall return the County property to the County upon Contract termination or expiration, reasonable wear and tear excepted.

34. **Treatment of Client Property:** Unless otherwise provided in this Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under this Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property.

The Contractor shall provide clients under age 18 with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Contract, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

35. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the County.
36. **Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed to the representatives as identified on the Face Sheet of this agreement.



- E. Submitted invoices must explicitly allocate costs by contracted line items. The Contractor is responsible for ensuring submitted cost documentation is clearly associated with contracted line items. Invoices not meeting this requirement will be returned for correction (All submission deadlines still apply to invoices in need of correction).
  - F. Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the County's Fiscal Contact as designated on the Face Sheet of this agreement.
  - G. Submitted costs ineligible for reimbursement or not properly supported will be deducted from the Contractor's reimbursement. Contractor will be provided a summary of deductions and may opt to submit a supplemental invoice providing additional documentation before the next month's invoicing deadline for these costs only. Should a contractor opt not to re-invoice, these costs will be considered void as of the close of the next invoicing period.
  - H. Contractor may request a budget line item be adjusted by up to 10% of the total annual amount between line items. Unless otherwise restricted by funding authorities, the contractor may request costs be moved between existing contractual line items but may not deviate from the contractual budget by more than 10%. This request must be made in writing, is subject to approval by the Yakima County Human Services Director and shall not be construed to allow any modification contrary to other contract requirements in the General Terms, Special Terms, or referenced contractual documents.
  - I. All program or billing related questions must be submitted to your agency's designated program manager directly at the Yakima County Human Services Department.
4. Duplication of Billed Costs:
- A. The Subrecipient shall not bill the Agency for services performed under this contract, and the Agency shall not pay the Subrecipient, if the Subrecipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.



EXHIBIT C -

CENTWAC-01

DDRAPER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Yakima Office Marsh McLennan Agency LLC 1202 North 16th Avenue, #200 Yakima, WA 98902	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (509) 248-7460 <b>FAX (A/C, No):</b> (866) 207-2618 <b>E-MAIL ADDRESS:</b>																					
<b>INSURED</b>  Comprehensive Healthcare P.O. Box 959 Yakima, WA 98907	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Philadelphia Indemnity Insurance Company</td><td>18058</td></tr> <tr> <td>INSURER B:</td><td></td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity Insurance Company	18058	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2559952-013	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2559952-013	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB865986-013	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab		PHPK2559952-013	6/1/2025	6/1/2026	Per Claim 1,000,000
A	Professional Liab		PHPK2559952-013	6/1/2025	6/1/2026	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of Liability Insurance for informational purposes only to confirm physicians, clinical staff and employees are included in respects to work performed on behalf of Comprehensive Healthcare formerly known as Central Washington Comprehensive Mental Health.

## CERTIFICATE HOLDER

## CANCELLATION

Comprehensive Healthcare  
 PO Box 959  
 402 S. 4th Avenue  
 Yakima, WA 98907

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





# BOARD OF YAKIMA COUNTY COMMISSIONERS

## Agenda Request Form (ARF)

*Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.*

Prepared by: Sandy Kobes

Department: Human Services

Requested Agenda Date: \_\_\_\_\_

Presenting: Esther Magasis/Lance Larsen

Board of County Commissioners Record Assigned

#

BOCC Agreement

**028-2026**

Yakima County, WA

### Action Requested – Check Applicable Box:

☐ PASS RESOLUTION

☒ EXECUTE or AMEND

☐ PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

☐ ISSUE PROCLAMATION

☐ OTHER \_\_\_\_\_

### Document Title:

Valley Health Counseling District Court Probation Mental Health Sales Tax 2026 Contract (VHC-DCP-MHST-2026)

### Background Information:

This contract between Yakima County Human Services and Valley Health Counseling is awarded as part of the DOC, Probation, and Drug Court Service RFP. This contract grants Valley Health Counseling \$155,250 to deliver Behavioral Health and Substance Use Disorder services to individuals enrolled in Yakima County Probation Services from January 1, 2026, to December 31, 2026. This is year one of a two-year award.

### Describe Fiscal Impact:

\$155,250

### Summary & Recommendation:

Recommend to approve.

Signed by:

Esther Magasis

DD41EA2BDC348E...

Department Head/Elected Official Signature

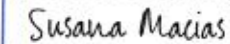
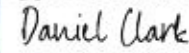
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Initial

DC

Corporate Counsel Initial (for Agreements Only)

## HUMAN SERVICES CONTRACT FACE SHEET

CONTRACTOR IS A <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> VENDOR		CONTRACT NUMBER: <b>VHC-DCP-MHST-2026</b>	
1. NAME/ADDRESS: <b>Valley Health Counseling</b> <b>1425 Lakeside Ct.</b> <b>Yakima, WA 98902 Yakima,</b> <b>(509) 452-1000</b>		2. ORIGINAL CONTRACT AMOUNT: <b>\$155,250</b>	5. PREVIOUS CONTRACT AMOUNT:
		3. CASH MATCH REQUIREMENT:	6. MODIFICATION AMOUNT:
		4. TOTAL CONTRACT AMOUNT: <b>\$155,250</b>	7. NEW TOTAL CONTRACT AMOUNT:
8. CONTACT: <b>Valley Health Counseling</b> <b>Susana Macias</b> <b>Executive Director</b> <b>1425 Lakeside Ct.</b> <b>Yakima, WA 98902 Yakima,</b> <b>(509) 781-0568</b> <a href="mailto:S.Macias@ValleyHC.org">S.Macias@ValleyHC.org</a>		9. COUNTY PROGRAM CONTACT: <b>Yakima County Human Services</b> <b>Melissa Holm, Manager</b> <b>223 N 1<sup>st</sup> Street</b> <b>Yakima, WA 98901-2639</b> <b>(509) 856-5005</b> <a href="mailto:Melissa.Holm@co.yakima.wa.us">Melissa.Holm@co.yakima.wa.us</a>	10. COUNTY FISCAL CONTACT: <b>Yakima County Human Services</b> <b>Sandy Kobes, Accountant III</b> <b>223 N 1<sup>st</sup> Street</b> <b>Yakima, WA 98901-2639</b> <b>(509) 574-1367</b> <a href="mailto:Sandy.Kobes@co.yakima.wa.us">Sandy.Kobes@co.yakima.wa.us</a>
11. CONTRACT START DATE: <b>January 1, 2026</b>		12. CONTRACT END DATE: <b>December 31, 2026</b>	
13. FUNDING AUTHORITY: <b>Yakima County – Mental Health Sales Tax</b>			
14. CFDA NUMBER(s): <b>N/A</b>		15. CFDA TITLE(S): <b>N/A</b>	
16. PURPOSE: <b>Mental Health Sales Tax Project Award – Probation Services Program</b>			
<b>EXHIBITS:</b> When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): <b>EXHIBIT A – Special Terms &amp; Performance Measures</b> <b>EXHIBIT B – Budget &amp; Billable Categories</b> <b>EXHIBIT C – Certificate of Insurance</b>			
This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.			
<b>VALLEY HEALTH COUNSELING</b>  <small>E45CC0D8E8F435</small> Susana Macias, Executive Director  1/25/2026 Date <b>Approved as to Form:</b>  <small>#016C0B2CBED4F8</small> Deputy Prosecuting Attorney  Agreement Number <b>BOCC Agreement</b>		<b>BOARD OF COUNTY COMMISSIONERS</b>  LaDon Linde, Chair  Amanda McKinney, Commissioner  Kyle Curtis, Commissioner <b>DATED: FEB 03 2026</b> Attest: Julie Lawrence, Clerk of the Board Erin Franklin, Deputy Clerk of the Board	

028-2026

Yakima County, WA



## GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

1. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
  - A. "Contract" The term contract is intended to mean an agreement creating obligations enforceable by law between the County and the contractor. For purposes of this "contract", the parties agree that all terms contained in the General Terms and Conditions and Special Terms and Performance Measures including any Exhibits and other documents, as well as any other attachments, are considered part of the "contract".
  - B. "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
  - C. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - D. "Director" means the Director of the Yakima County Human Services Department.
  - E. "General Terms and Conditions" means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
  - F. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - G. "Principals," which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
  - H. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
  - I. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subrecipient") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.
  - J. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.

2. **Consideration:** The parties agree that the monetary consideration for this contract shall be identified in the face sheet and contained in the Budget section(s) of this Contract. The parties agree that the face amount of the contract is up to and not to exceed the full consideration due to the Contractor. Any additional modifications to this agreement regarding consideration must be mutually agreed to and be in writing to be effective.
3. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
4. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
5. **Circulars** These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The Federal Circulars found in Title 2 of the Code of Federal Regulations (CFR) provide the applicable administrative requirements, cost Principles and audit requirements. The Circulars are applicable to all non-federal recipients of Federal Awards unless specifically excluded. Subrecipients must follow this Circular and incorporated appendices and any future amendments, and any successor or replacement circulars or regulations.
6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.
7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the 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";
    - II. All material produced by the Contractor that is designated as "confidential" by the County;
    - 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" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPPA).

- B. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure, or violation of any State or Federal laws related thereto. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this agreement, whenever the County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
  - C. The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of a Confidential Information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
- 8. **Conflicts of Interest:** Subrecipients shall provide a copy of their Conflict of Interest Statement/Policy prior to their first billing being paid. In addition, Subrecipients shall assure compliance with any applicable State or Federal laws relating to Conflicts of Interest.
  - 9. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principals or Subrecipients becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.
  - 10. **Disputes:** A Dispute Board shall determine disputes between the parties in the following manner: Each party shall appoint one member to the Dispute Board. The members appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Contract terms, and applicable statutes and rules and make a determination. This process shall constitute the final administrative remedy available to the parties. Each party reserves the right to litigate issues and matters in court de novo.
  - 11. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.



12. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.
13. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.
- The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.
14. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
15. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
16. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 16 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 16, the Contractor specifically waives any immunity granted under the



state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

17. **Insurance:**

- A. The County certifies that it is insured as a member of the Washington Counties Risk Pool, and is otherwise self-insured, and can pay for losses for which it is found liable.
- B. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and automobile liability insurance with minimum limits of \$2,000,000 per occurrence and \$5,000,000 aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall, provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under this Agreement.
- C. In the event the insurance coverage expires or lapses, the parties agree that the contractor shall have an affirmative duty to immediately notify Yakima County of such event. The parties agree that the agreement performance shall be immediately suspended, and payments shall cease, and contractor shall have 30 calendar days to proactively provide the county with a new proof of adequate current coverage. If the contractor fails to provide adequate proof of current coverage the agreement will be terminated.

18. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:

- A. Document performance of all acts required by law, regulation, or this Contract;
- B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
- C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.

19. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.
- The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
20. **Order of Precedence:** 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, to:
- A. Applicable federal and State of Washington statutes and regulations
  - B. Special Terms and Conditions of this Contract;
  - C. This Contract.
21. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
22. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
23. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.



24. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Director of the Human Services Department or his assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subrecipient of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subrecipient be unable to satisfy its joint and several liability, the County and the Contractor shall share in the subrecipient's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the Contractor. This term shall not apply in the event of a settlement by either the County or the Contractor.

25. **Reporting Requirements:**

- A. The Contractor shall be responsible for providing reports to the County on a regular basis throughout the term of this Contract. Such reports shall include, but not be limited to, performance measures and outcomes identified in Exhibit A.

The County may require monthly reports; however, in such cases, the County shall provide the Contractor with at least 45 days' notice prior to the commencement of monthly reporting. In addition to the monthly reports, the County reserves the right to request ad hoc reports as needed, to monitor and assess performance or address specific concerns.

- B. Homeless Management Information System (HMIS):

If Yakima County Human Services department determines the project is HMIS eligible based on the HUD/HMIS Data Standards, the following additional reporting requirements will apply.

The Contractor shall timely and accurately enter data into the County Homeless Management Information System (HMIS) for every client served under this Agreement in accordance with HUD/HMIS Data Standards. HMIS required data elements are determined by the funder. HMIS data entry must be complete monthly no later than the 5<sup>th</sup> of the following month. Complete HMIS data entry includes:

- Entering/updating project client/household data in HMIS within 14 calendar days following the date of project enrollment/exit.
- Client data entered into HMIS no less frequently than weekly.
- Timely and accurate data entry information into HMIS of client(s) usage and services provided.

- C. Other Reporting Requirements:

If the Contractor fails to timely and/or accurately enter their HMIS data, the County reserves the right to withhold reimbursement until the data entry is completed. In such cases, withheld payments will be processed in the next month's check run, assuming the data entry is subsequently completed. A repeated pattern of failure to timely and/or accurately provide this information in the HMIS by Contractor, may lead to termination of the agreement and debarment for future contracts with Yakima County.

The Contractor shall utilize the HMIS housing inventory tool to manage the occupancy of units and update unit information as occupancy, or housing inventory changes. All unit information shall be in good faith timely and accurately updated within forty-eight (48) hours of an occupancy change and include notification to the grant manager. Contractor staff that are responsible for maintaining and/or updating the housing inventory shall attend offered training on the use and operation of the HMIS-based housing tool and will respond promptly to questions regarding housing inventory posed by the County. Guidance regarding the information needed to accurately account for housing inventory for the annual submission of the Housing Inventory Count Report and for local planning purposes can be found in HUD Notice CPD-16-060, pp. 5-17 as incorporated herein by reference.

The Contractor shall ensure that all applicable staff are fully trained and certified to operate the current prioritization tools as required by local, state, or federal Coordinated Entry guidelines (i.e., HENA & YAHA) prior to using these systems. Contractors providing permanent supportive housing and transitional housing programs will complete a vulnerability assessment on all program participants at program entry, program exit, and if applicable, annually.

County HMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to [www.yakimacounty.us](http://www.yakimacounty.us). Communications regarding updates to the website will be distributed via e-mail to contracted HMIS agencies. The Contractor will submit questions regarding participation in the HMIS, including data collection responsibilities, via the support request tool in the HMIS.

The Contractor shall submit data required for the Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-in-Time Count, Quarterly Data Quality Reports, and the System Performance Measures Report as specified by the County. The Contractor also agrees to submit any additional data from HMIS related to the funded program upon request.

26. **Contract Management Standards:** The Contractor shall maintain accurate records to account for its expenditures and program performance. The County has the right to monitor and audit the finances of the Contractor to ensure actual expenditures remain consistent with the spirit and intent of this Agreement. The County designee may inspect and audit all records and other materials and the Contractor shall make such available upon request.



27. **Internal Auditing Controls:** The Contractor shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All Contractor records with respect to any matters covered by this Agreement shall be made available to the County, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

The Contractor must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the County's Contract Representative, designated on the Face Sheet of this Agreement within the earlier of thirty (30) days after receipt of the auditor's report, or no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all findings and Management Letters, not only those related to funding received from the County. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the Contractor shall comply with Federal audit requirements for agencies who expend in excess of \$750,000 of federal funds. The County reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The Contractor that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the Contractor's most recent Audited Financial Statement to the County's Contract Representative, designated on the Face Sheet of this Agreement. The Contractor that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of Contractor's fiscal year end to the County's Contract Representative by mail.

The Contractor is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

Failure of the Contractor to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

28. **Religious Activities:** The Contractor acknowledges no portion of the public funds shall be appropriated for or applied to any religious activity or essentially religious endeavors, including but not limited to religious worship, exercise or instruction.

The Contractor acknowledges that government-paid staff is prohibited from conducting religious activities during their on-duty grant funded hours.

ALL participation in religious activities by clients must be purely voluntary. Religious activities should be conducted in a place and in a manner that allows clients to opt in (such as going to a room or space separate from the main facility) and that does not stigmatize those who elect not to participate.

No services provided by the Contractor shall be denied due to person's religious affiliation or lack thereof.

29. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
30. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
31. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima County's right to terminate this contract under the provisions set forth in item 30 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.
32. **Suspension or Termination:** The County may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms or this Agreement, which included but are not limited to the following:
- A. Failure to comply with the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, policies, or directives as may become applicable at any time;
  - B. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement including, but not limited to, the submission of any required documentation, certifications, or proof of compliance with contractual requirements, such as insurance certificates.
  - C. Ineffective or improper use of funds provided under this Agreement; and/or
  - D. Submission by the Contractor to the County reports that are incorrect or incomplete in any material respect.
  - E. Contractor's suspension, debarment, insolvency, or other actions of Contractor or Subcontractor(s) deemed to materially undermine the intent of providing services under the agreement between the parties.

If the Contractor fails to meet any obligation under this agreement the Contractor shall have thirty (30) calendar days from the date of written notice from Yakima County to remedy such deficiencies. If the Contractor fails to provide the required items within the 30-day period, the Agreement will automatically enter suspension status, during which Yakima County reserves the right to terminate the Agreement at any time;

During suspension status, Yakima County is under no obligation to release funds or provide resources under this Agreement.



Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on the Face Sheet.

If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

The County reserves the right to terminate the contract immediately effective upon receipt of written notice to Contractor for any alleged material breach of the contract which may include alleged violations of Washington or Federal Law, and/or any other violation of the terms of this agreement that would materially frustrate the purpose of this contract and/or subject Yakima County to potential financial and/or tort liability.

33. **Title to Property:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Contract shall remain with the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Contract shall pass to and vest in the County. The Contractor shall take reasonable steps to protect and maintain all the County property in its possession against loss or damage and shall return the County property to the County upon Contract termination or expiration, reasonable wear and tear excepted.
34. **Treatment of Client Property:** Unless otherwise provided in this Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under this Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property.
- The Contractor shall provide clients under age 18 with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Contract, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).
35. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the County.
36. **Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed to the representatives as identified on the Face Sheet of this agreement.

## EXHIBIT A

### SPECIAL TERMS & PERFORMANCE MEASURES

1. **Purpose of the Agreement:** The purpose of this Agreement is to support the delivery of integrated behavioral health treatment services for individuals under probation supervision who are assigned to the **Behavioral Health Supervision Unit (BHSU)**. The program is designed to increase access to timely, evidence-based mental health and substance use treatment, improve stabilization and treatment engagement, and reduce probation violations associated with unmet behavioral health needs. This agreement supports a coordinated service model that aligns clinical treatment with supervision requirements to improve client outcomes and community safety.
2. **Program Delivery:** Services will be delivered through a dedicated behavioral health clinical team embedded in and closely coordinated with the BHSU. A full-time Behavioral Health Therapist (1.0 FTE) will serve as the primary clinician for assigned probation clients, providing ongoing mental health treatment, substance use disorder treatment, co-occurring disorder services, and clinical assessments. A part-time Behavioral Health Therapist (0.5 FTE) will provide additional treatment capacity, support assessments, and ensure timely access to services during periods of increased demand. Clinical services will be delivered using evidence-based, trauma-informed, and integrated treatment approaches, with regular communication and case staffing between clinical and probation staff.
3. **Key Activities:**
  - Conducting comprehensive clinical assessments for probation clients referred through the Behavioral Health Supervision Unit
  - Providing ongoing individual behavioral health treatment, including mental health, substance use, and co-occurring disorder services
  - Developing and monitoring individualized treatment plans aligned with supervision requirements
  - Participating in multidisciplinary case staffing meetings with probation and supervision staff
  - Utilizing evidence-based practices such as cognitive behavioral approaches, motivational interventions, trauma-informed care, and integrated co-occurring treatment
  - Documenting treatment progress, attendance, and outcomes in accordance with program and regulatory requirements
  - Coordinating internal and external referrals to support client stabilization, including housing, shelter, and ongoing treatment services
  - Ensuring all clinical staff maintain appropriate credentials, supervision, and continuing education as required by Washington State regulations

**Performance Measures:** Performance Reports will be submitted to the Office of Human Services on a quarterly basis. Reports will include, at a minimum:

- The total number of clients served during the reporting period (deduplicated)
- The number and type of internal and external referrals made for each client, including but not limited to Housing, Shelter, and ongoing treatment services



- Narrative summaries describing program accomplishments, challenges encountered, and any significant program modifications
- Staff models, including current staffing levels and any vacant positions—will be submitted annually.

**EXHIBIT B****BUDGET**

GRANTEE is authorized to spend no more than **ONE HUNDRED FIFTY-FIVE THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$155,250)** FROM January 1, 2026, through December 31, 2026.

<i>Category</i>	<i>Amount</i>
<b><i>Year 1: 1/1/2026-12/31/2026</i></b>	
Administration	\$15,100
Operations	\$131,900
Rent	\$8,250
<b>TOTAL YEAR 1</b>	<b>\$155,250</b>
<b><i>Year 2: 1/1/2027-12/31/2027****</i></b>	
Administration	\$15,100
Operations	\$131,900
Rent	\$8,250
<b>TOTAL YEAR 2</b>	<b>\$155,250</b>
<b>GRAND TOTAL:</b>	<b>\$310,500</b>

**\*\*\*YEAR 2 FUNDS CONTINGENT ON PERFORMANCE OF YEAR 1**

1. Administrative (Indirect) Costs:

- A. The Contractor may use a total of 10% for administrative (indirect). These costs must be substantially direct nexus between the new expanded program and cost.
- B. Contractors must incur administrative (indirect) costs proportionally with non-administrative (programmatic) costs. At no time may administrative costs exceed **10 percentage points above** the percentage of non-administrative costs expended.

*Example:* If 20% of non-administrative costs have been expended, administrative costs may not exceed 30% of the administrative budget.



2. Non-Admin Expenses (Operations):

- A. The sub-grantee will not be allowed to submit expenses for reimbursement for items not listed on the initial RFP application unless prior approved by Yakima County Human Services Finance Manager. Yakima County reserves the right to assign a more detailed line-item budget to sub-grantees that matches the initial RFP application. Request for line-item adjustments must be submitted through email to the Finance Manager.

3. Payment Procedures:

- A. Requests for reimbursement by the Contractor shall be submitted no more than once per month using the invoice form provided by the County.
- B. At the Contractor's first request for reimbursement, Yakima County Human Services will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the contract will be acceptable. All back-up documentation must be available to the County and all other auditors, upon request. Reimbursement of expenditures for staff time spent on more than one source will require timesheets reflecting hours charged to the contract
- C. Monthly invoices and documentation must be submitted as follows:
- Electronically: Submitted electronic invoices must be sent to [humanservicesinvoices@co.yakima.wa.us](mailto:humanservicesinvoices@co.yakima.wa.us) no later than the 25<sup>th</sup> of the month. If the 25<sup>th</sup> falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 25<sup>th</sup> falls on a Sunday, invoices must be received by close of business the following Monday.
  - Original invoice via delivery: Upon request, a signed original hard copy of the invoice must be submitted to Human Services The signed original invoice must be received no later than the 25<sup>th</sup> of the month to be paid on the County's next scheduled warrant date at the following address:

Yakima County Human Services  
223 N. 1st Street  
Yakima, WA 98901

- D. All late invoices will not be paid until the following month; The decision to approve or deny payment of claims for services submitted more than 60 days after the end of the invoice period shall rest solely with the Human

Services Director; the Director's decision shall be final and not capable of right to appeal.

- E. Submitted invoices must explicitly allocate costs by contracted line items. The Contractor is responsible for ensuring submitted cost documentation is clearly associated with contracted line items. Invoices not meeting this requirement will be returned for correction (All submission deadlines still apply to invoices in need of correction).
  - F. Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the County's Fiscal Contact as designated on the Face Sheet of this agreement.
  - G. Submitted costs ineligible for reimbursement or not properly supported will be deducted from the Contractor's reimbursement. Contractor will be provided a summary of deductions and may opt to submit a supplemental invoice providing additional documentation before the next month's invoicing deadline for these costs only. Should a contractor opt not to re-invoice, these costs will be considered void as of the close of the next invoicing period.
  - H. Contractor may request a budget line item be adjusted by up to 10% of the total annual amount between line items. Unless otherwise restricted by funding authorities, the contractor may request costs be moved between existing contractual line items but may not deviate from the contractual budget by more than 10%. This request must be made in writing, is subject to approval by the Yakima County Human Services Director and shall not be construed to allow any modification contrary to other contract requirements in the General Terms, Special Terms, or referenced contractual documents.
  - I. All program or billing related questions must be submitted to your agency's designated program manager directly at the Yakima County Human Services Department.
4. Duplication of Billed Costs:
- A. The Subrecipient shall not bill the Agency for services performed under this contract, and the Agency shall not pay the Subrecipient, if the Subrecipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.



## EXHIBIT C -

VHC-DCP-MHST-2026



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>GM Insurance LLC dba PAC Insurance Group</b> <b>220 SSGT Pendleton Way</b> <b>Yakima, WA 98901</b>		<b>CONTACT NAME:</b> Garrett Matzke <b>PHONE (A/C, No, Ext):</b> (509)424-0405 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> garrettm@gmicommercial.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Cincinnati Insurance Company <b>NAIC #</b> 10677	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 00024125-251217084338 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	SBB 0035665	10/07/2025	10/07/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	SBA 0035666	10/07/2025	10/07/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	SBU0038831	12/17/2025	12/17/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	SBB 0035665	10/07/2025	10/07/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Yakima County, its officers, employees, agents, and volunteers are listed as Additional Insureds and primary and non contributory.

## CERTIFICATE HOLDER

## CANCELLATION

Yakima County Human Services  
 128 N 2nd St, Rm 102  
 Yakima, WA 98901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Garrett Matzke*

(GDM)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN  
REQUIRED IN WRITTEN CONTRACT OR AGREEMENT WITH  
YOU OR WITH AN ASSOCIATION WITH WHICH  
YOU ARE A MEMBER - EVENTS**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**A. SECTION II - LIABILITY, C. Who is an Insured** is amended to include as an additional insured:

1. Any person or organization whom you agreed in a written contract or written agreement that such person or organization be added as an additional insured; or
2. Any person or organization you are required to add as an additional insured provided the requirement is in writing in a contract or agreement and provided an association with which you are a member has agreed to the contract or agreement.

Such person(s) or organization(s) is an additional insured only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused by operations performed by you or on your behalf at an event sponsored, organized or run by the additional insured. However, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. SECTION II - LIABILITY, B. Exclusions, 1. Applicable to Business Liability Coverage** is amended to include the following:

This insurance does not apply to:

Any "occurrence" which takes place after your operations at the event sponsored, organized or run by the additional insured cease.

**C. With respect to the insurance afforded to these additional insureds, the following is added to SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**D. SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions** is amended to include the following:

**Automatic Additional Insured Provision**

This insurance applies only if "bodily injury", "property damage" or "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **A.** of this endorsement.





# BOARD OF YAKIMA COUNTY COMMISSIONERS

## Agenda Request Form (ARF)

*Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.*

Prepared by: Sandy Kobes

Department: Human Services

Requested Agenda Date: 02/03/26

Presenting: Esther Magasis/Lance Larsen

Board of County Commissioners Record Assigned

#

BOCC Agreement

**029-2026**

Yakima County, WA

### Action Requested – Check Applicable Box:

☐ PASS RESOLUTION

☐ PASS ORDINANCE

☐ ISSUE PROCLAMATION

☒ EXECUTE or AMEND

AGREEMENT, CONTRACT, or GRANT

☐ OTHER \_\_\_\_\_

### Document Title:

Safe Yakima Valley Opiate Settlement Fund Prevention Opioid Coalition Academy 2026 Contract (SYV-OSF-Prv-OCA-2026)

### Background Information:

This contract between Yakima County and Safe Yakima Valley is awarded as part of the Behavioral Health and Substance Use Disorder RFP. This contract grants Safe Yakima Valley \$202,500 to provide support in coordinating and implementing the CADCA Opioid Coalition Academy to prevent opioid misuse, improve cross-system coordination and advance data-driven, community-led opioid abatement strategies across Yakima County. The contract will cover the period from January 1, 2026, to December 31, 2027. Safe Yakima will have access to the full funding in year one as this supports a training to be completed in year 2026. The sub-grantee is requesting an exception to the County standard insurance requirements with limits of \$1 million per occurrence and \$2 million in aggregate vs the standard \$2 million and \$5 million.

### Describe Fiscal Impact:

\$202,500

### Summary & Recommendation:

Recommend to approve.

Signed by:

Esther Magasis

DD41EA2B0CC348E...

Department Head/Elected Official Signature

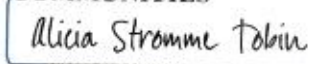
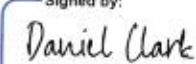
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Initial

DC

Corporate Counsel Initial (for Agreements Only)

## HUMAN SERVICES CONTRACT FACE SHEET

CONTRACTOR IS A <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> VENDOR		CONTRACT NUMBER: SYV-OSF-Prv-OCA-2026	
1. NAME/ADDRESS: <b>Citizens for Safe Yakima Valley Communities</b> 10 N 9 <sup>th</sup> St Yakima, WA 98901 (509) 248-2021, Ext. 114	2. ORIGINAL CONTRACT AMOUNT: <b>\$202,500</b>	5. PREVIOUS CONTRACT AMOUNT:	
	3. CASH MATCH REQUIREMENT:	6. MODIFICATION AMOUNT:	
	4. TOTAL CONTRACT AMOUNT: <b>\$202,500</b>	7. NEW TOTAL CONTRACT AMOUNT:	
8. CONTACT: <b>Alicia Stromme Tobin, Executive Director</b> 10 N 9 <sup>th</sup> St Yakima, WA 98901 (509) 969-8683 <a href="mailto:safedirector@yakima.org">safedirector@yakima.org</a>	9. COUNTY PROGRAM CONTACT: <b>Yakima County Human Services</b> Melissa Holm, Manager 223 N 1 <sup>st</sup> Street Yakima, WA 98901-2639 (509) 856-5005 <a href="mailto:Melissa.Holm@co.yakima.wa.us">Melissa.Holm@co.yakima.wa.us</a>	10. COUNTY FISCAL CONTACT: <b>Yakima County Human Services</b> Sandy Kobes, Accountant III 223 N 1 <sup>st</sup> Street Yakima, WA 98901-2639 (509) 574-1367 <a href="mailto:Sandy.Kobes@co.yakima.wa.us">Sandy.Kobes@co.yakima.wa.us</a>	
11. CONTRACT START DATE: <b>January 1, 2026</b>		12. CONTRACT END DATE: <b>December 31, 2027</b>	
13. FUNDING AUTHORITY: <b>Yakima County – Opiate Settlement Funds</b>			
14. CFDA NUMBER(s): <b>N/A</b>		15. CFDA TITLE(S): <b>N/A</b>	
16. PURPOSE: <b>Opiate Settlement Funds Award – CADCA Opioid Coalition Academy (OCA)</b>			
<b>EXHIBITS:</b> When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): <b>EXHIBIT A – Special Terms &amp; Performance Measures</b> <b>EXHIBIT B – Budget &amp; Billable Categories</b> <b>EXHIBIT C – Allowed Uses of Funds</b> <b>EXHIBIT D – Certificate of Insurance</b>			
This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.			
<b>CITIZENS FOR SAFE YAKIMA VALLEY COMMUNITIES</b>  <small>8408AF00D70B4D1</small> Alicia Stromme Tobin, Executive Director  1/23/2026 Date  Approved as to Form: Signed by:  <small>4016C0B2CBE04F8</small> Deputy Prosecuting Attorney  Agreement Number <b>BOCC Agreement</b>		<b>BOARD OF COUNTY COMMISSIONERS</b>  LaDon Linde, Chair  Amanda McKinney, Commissioner  Kyle Curtis, Commissioner <b>DATED: FEB 03 2026</b>  Attest: Julie Lawrence, Clerk of the Board Erin Franklin, Deputy Clerk of the Board	

029-2026

Yakima County, WA



## GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

1. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
  - A. "Contract" The term contract is intended to mean an agreement creating obligations enforceable by law between the County and the contractor. For purposes of this "contract", the parties agree that all terms contained in the General Terms and Conditions and Special Terms and Performance Measures including any Exhibits and other documents, as well as any other attachments, are considered part of the "contract".
  - B. "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <https://www.govinfo.gov/app/collection/CFR>.
  - C. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - D. "Director" means the Director of the Yakima County Human Services Department.
  - E. "General Terms and Conditions" means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
  - F. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - G. "Principals," which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
  - H. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
  - I. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subrecipient") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.
  - J. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.

2. **Consideration:** The parties agree that the monetary consideration for this contract shall be identified in the face sheet and contained in the Budget section(s) of this Contract. The parties agree that the face amount of the contract is up to and not to exceed the full consideration due to the Contractor. Any additional modifications to this agreement regarding consideration must be mutually agreed to and be in writing to be effective.
3. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
4. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
5. **Circulars** These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The Federal Circulars found in Title 2 of the Code of Federal Regulations (CFR) provide the applicable administrative requirements, cost Principles and audit requirements. The Circulars are applicable to all non-federal recipients of Federal Awards unless specifically excluded. Subrecipients must follow this Circular and incorporated appendices and any future amendments, and any successor or replacement circulars or regulations.
6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.
7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the 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";
    - II. All material produced by the Contractor that is designated as "confidential" by the County;
    - 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" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPPA).

- B. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure, or violation of any State or Federal laws related thereto. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this agreement, whenever the County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of a Confidential Information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
- 8. **Conflicts of Interest:** Subrecipients shall provide a copy of their Conflict of Interest Statement/Policy prior to their first billing being paid. In addition, Subrecipients shall assure compliance with any applicable State or Federal laws relating to Conflicts of Interest.
- 9. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principals or Subrecipients becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.
- 10. **Disputes:** A Dispute Board shall determine disputes between the parties in the following manner: Each party shall appoint one member to the Dispute Board. The members appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Contract terms, and applicable statutes and rules and make a determination. This process shall constitute the final administrative remedy available to the parties. Each party reserves the right to litigate issues and matters in court de novo.
- 11. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.



12. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.
13. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.
14. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
15. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
16. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 16 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 16, the Contractor specifically waives any immunity granted under the



state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

17. **Insurance:**

- A. The County certifies that it is insured as a member of the Washington Counties Risk Pool, and is otherwise self-insured, and can pay for losses for which it is found liable.
- B. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and automobile liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall, provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under this Agreement.
- C. In the event the insurance coverage expires or lapses, the parties agree that the contractor shall have an affirmative duty to immediately notify Yakima County of such event. The parties agree that the agreement performance shall be immediately suspended, and payments shall cease, and contractor shall have 30 calendar days to proactively provide the county with a new proof of adequate current coverage. If the contractor fails to provide adequate proof of current coverage the agreement will be terminated.

18. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:

- A. Document performance of all acts required by law, regulation, or this Contract;
- B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
- C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.

19. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.
- The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
20. **Order of Precedence:** 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, to:
- A. Applicable federal and State of Washington statutes and regulations
  - B. Special Terms and Conditions of this Contract;
  - C. This Contract.
21. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
22. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
23. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.



24. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Director of the Human Services Department or his assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subrecipient of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subrecipient be unable to satisfy its joint and several liability, the County and the Contractor shall share in the subrecipient's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the Contractor. This term shall not apply in the event of a settlement by either the County or the Contractor.
25. **Reporting Requirements:** The Contractor shall be responsible for providing reports to the County on a regular basis throughout the term of this Contract. Such reports shall include, but not be limited to, performance measures and outcomes identified in Exhibit A.
- The County may require monthly reports; however, in such cases, the County shall provide the Contractor with at least 45 days' notice prior to the commencement of monthly reporting. In addition to the monthly reports, the County reserves the right to request ad hoc reports as needed, to monitor and assess performance or address specific concerns.
26. **Contract Management Standards:** The Contractor shall maintain accurate records to account for its expenditures and program performance. The County has the right to monitor and audit the finances of the Contractor to ensure actual expenditures remain consistent with the spirit and intent of this Agreement. The County designee may inspect and audit all records and other materials and the Contractor shall make such available upon request.
27. **Internal Auditing Controls:** The Contractor shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All Contractor records with respect to any matters covered by this Agreement shall be made available to the County, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

The Contractor must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the County's Contract Representative, designated on the Face Sheet of this Agreement within the earlier of thirty (30) days after receipt of the auditor's report, or no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all findings and Management Letters, not only those related to funding received from the County. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the Contractor shall comply with Federal audit requirements for agencies who expend in excess of

\$750,000 of federal funds. The County reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The Contractor that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the Contractor's most recent Audited Financial Statement to the County's Contract Representative, designated on the Face Sheet of this Agreement. The Contractor that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of Contractor's fiscal year end to the County's Contract Representative by mail.

The Contractor is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

Failure of the Contractor to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

28. **Religious Activities:** The Contractor acknowledges no portion of the public funds shall be appropriated for or applied to any religious activity or essentially religious endeavors, including but not limited to religious worship, exercise or instruction.

The Contractor acknowledges that government-paid staff is prohibited from conducting religious activities during their on-duty grant funded hours.

ALL participation in religious activities by clients must be purely voluntary. Religious activities should be conducted in a place and in a manner that allows clients to opt in (such as going to a room or space separate from the main facility) and that does not stigmatize those who elect not to participate.

No services provided by the Contractor shall be denied due to person's religious affiliation or lack thereof.

29. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
30. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
31. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima County's right to terminate this contract under the



provisions set forth in item 30 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.

32. **Suspension or Termination:** The County may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms or this Agreement, which included but are not limited to the following:
- A. Failure to comply with the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, policies, or directives as may become applicable at any time;
  - B. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement including, but not limited to, the submission of any required documentation, certifications, or proof of compliance with contractual requirements, such as insurance certificates.
  - C. Ineffective or improper use of funds provided under this Agreement; and/or
  - D. Submission by the Contractor to the County reports that are incorrect or incomplete in any material respect.
  - E. Contractor's suspension, debarment, insolvency, or other actions of Contractor or Subcontractor(s) deemed to materially undermine the intent of providing services under the agreement between the parties.

If the Contractor fails to meet any obligation under this agreement the Contractor shall have thirty (30) calendar days from the date of written notice from Yakima County to remedy such deficiencies. If the Contractor fails to provide the required items within the 30-day period, the Agreement will automatically enter suspension status, during which Yakima County reserves the right to terminate the Agreement at any time;

During suspension status, Yakima County is under no obligation to release funds or provide resources under this Agreement.

Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on the Face Sheet.

If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

The County reserves the right to terminate the contract immediately effective upon receipt of written notice to Contractor for any alleged material breach of the contract which may include alleged violations of Washington or Federal Law, and/or any other violation of the terms of this agreement that would materially frustrate the purpose of this contract and/or subject Yakima County to potential financial and/or tort liability.

33. **Title to Property:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Contract shall remain with the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Contract shall pass to and vest in the County. The

Contractor shall take reasonable steps to protect and maintain all the County property in its possession against loss or damage and shall return the County property to the County upon Contract termination or expiration, reasonable wear and tear excepted.

34. **Treatment of Client Property:** Unless otherwise provided in this Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under this Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property.

The Contractor shall provide clients under age 18 with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Contract, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

35. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the County.
36. **Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed to the representatives as identified on the Face Sheet of this agreement.



## EXHIBIT A

### SPECIAL TERMS & PERFORMANCE MEASURES

1. **Purpose of the Agreement:** The purpose of this Agreement is to support Citizens for Safe Yakima Valley Communities in coordinating and implementing the CADCA Opioid Coalition Academy (OCA), a time-limited, evidence-informed training and planning initiative designed to strengthen local coalition capacity to prevent opioid misuse, improve cross-system coordination, and advance data-driven, community-led opioid abatement strategies across Yakima County.
2. **Program Delivery:** Safe Yakima Valley shall deliver the OCA as a structured, cohort-based training facilitated by CADCA and grounded in the SAMHSA Strategic Prevention Framework. The program will engage representatives from multiple sectors, including public health, behavioral health, education, first responders, treatment providers, tribal partners, faith-based organizations, and individuals with lived experience. Program delivery will emphasize assessment, planning, coordination, and sustainability rather than direct services.
3. **Key Activities:**

Safe Yakima Valley shall carry out the following activities:

- Coordinate participation of Yakima County coalitions and cross-sector partners in the CADCA Opioid Coalition Academy
- Facilitate completion of coalition capacity assessments and community assessments aligned with the Strategic Prevention Framework
- Support development of coalition logic models, strategic action plans, and evaluation plans addressing opioid misuse and related harms
- Promote cross-sector collaboration and data-informed decision-making using available tools such as ODMAP and other public health datasets
- Support workforce development and systems coordination by engaging prevention, treatment, recovery, and first responder partners
- Document participation, training completion, and coalition products resulting from the Academy

**Performance Measures:** Safe Yakima Valley shall submit quarterly performance reports to Yakima County Human Services. Performance will be measured using the following indicators:

- Number of agencies and coalitions participating in the Opioid Coalition Academy
- Completion of pre- and post-coalition capacity assessments
- Number of coalition products developed, including community assessments, logic models, strategic plans, and sustainability plans
- Demonstrated improvement in coalition capacity based on CADCA assessment tools
- Narrative summary describing systems-level outcomes, coordination improvements, and lessons learned

Final reporting shall include documentation of completed coalition deliverables, and a summary of how the Academy strengthened Yakima County's opioid prevention, planning, and coordination infrastructure.



**EXHIBIT B****BUDGET**

GRANTEE is authorized to spend no more than **TWO HUNDRED TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$202,500)** FROM January 1, 2026, through December 31, 2027.

<i>Category</i>	<i>Amount</i>
<i>1/1/2026-12/31/2027</i>	
Operations	\$202,500
<b>GRAND TOTAL:</b>	<b>\$202,500</b>

1. Administrative (Indirect) Costs:

- A. The Contractor may use a total of 10% for administrative (indirect). These costs must be substantially direct nexus between the new expanded program and cost.
- B. Contractors must incur administrative (indirect) costs proportionally with non-administrative (programmatic) costs. At no time may administrative costs exceed **10 percentage points above** the percentage of non-administrative costs expended.

*Example:* If 20% of non-administrative costs have been expended, administrative costs may not exceed 30% of the administrative budget.

2. Non-Admin Expenses (Operations):

- A. The sub-grantee will not be allowed to submit expenses for reimbursement for items not listed on the initial RFP application unless prior approved by Yakima County Human Services Finance Manager. Yakima County reserves the right to assign a more detailed line-item budget to sub-grantees that matches the initial RFP application. Request for line-item adjustments must be submitted through email to the Finance Manager.

3. Payment Procedures:

- A. Requests for reimbursement by the Contractor shall be submitted no more than once per month using the invoice form provided by the County.

- B. At the Contractor's first request for reimbursement, Yakima County Human Services will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the contract will be acceptable. All back-up documentation must be available to the County and all other auditors, upon request. Reimbursement of expenditures for staff time spent on more than one source will require timesheets reflecting hours charged to the contract
- C. Monthly invoices and documentation must be submitted as follows:
- Electronically: Submitted electronic invoices must be sent to [humanservicesinvoices@co.yakima.wa.us](mailto:humanservicesinvoices@co.yakima.wa.us) no later than the 25<sup>th</sup> of the month. If the 25<sup>th</sup> falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 25<sup>th</sup> falls on a Sunday, invoices must be received by close of business the following Monday.
  - Original invoice via delivery: Upon request, a signed original hard copy of the invoice must be submitted to Human Services. The signed original invoice must be received no later than the 25<sup>th</sup> of the month to be paid on the County's next scheduled warrant date at the following address:

Yakima County Human Services  
223 N. 1st Street  
Yakima, WA 98901
- D. All late invoices will not be paid until the following month; The decision to approve or deny payment of claims for services submitted more than 60 days after the end of the invoice period shall rest solely with the Human Services Director; the Director's decision shall be final and not capable of right to appeal.
- E. Submitted invoices must explicitly allocate costs by contracted line items. The Contractor is responsible for ensuring submitted cost documentation is clearly associated with contracted line items. Invoices not meeting this requirement will be returned for correction (All submission deadlines still apply to invoices in need of correction).
- F. Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the County's Fiscal Contact as designated on the Face Sheet of this agreement.



- G. Submitted costs ineligible for reimbursement or not properly supported will be deducted from the Contractor's reimbursement. Contractor will be provided a summary of deductions and may opt to submit a supplemental invoice providing additional documentation before the next month's invoicing deadline for these costs only. Should a contractor opt not to re-invoice, these costs will be considered void as of the close of the next invoicing period.
  - H. Contractor may request a budget line item be adjusted by up to 10% of the total annual amount between line items. Unless otherwise restricted by funding authorities, the contractor may request costs be moved between existing contractual line items but may not deviate from the contractual budget by more than 10%. This request must be made in writing, is subject to approval by the Yakima County Human Services Director and shall not be construed to allow any modification contrary to other contract requirements in the General Terms, Special Terms, or referenced contractual documents.
  - I. All program or billing related questions must be submitted to your agency's designated program manager directly at the Yakima County Human Services Department.
4. Duplication of Billed Costs:
- A. The Subrecipient shall not bill the Agency for services performed under this contract, and the Agency shall not pay the Subrecipient, if the Subrecipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

## **EXHIBIT C**

### **ALLOWED USES OF FUNDS**

The Grantee agrees to comply with the allowed uses outlined in this exhibit. All activities, expenditures, and initiatives funded through this agreement must align with the purposes described in Exhibit C, as well as the general terms of the agreement and the goals outlined in the Grantee's proposal.



**OPIOID ABATEMENT STRATEGIES****PART ONE: TREATMENT****A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
  - a. Medication-Assisted Treatment (MAT);
  - b. Abstinence-based treatment;
  - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
  - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
  - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

- or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
  8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
  9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
  10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
  11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
  12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
  13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

## **B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.



3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED**  
**(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.



17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

**D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
  - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
  - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.



5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
  - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
  - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to



address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

## **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

**I. FIRST RESPONDERS**

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

**K. TRAINING**

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other



strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

**L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.



# EXHIBIT D - CERTIFICATE OF LIABILITY INSURANCE

SAFEVAL-01

SYV-OSF-Prv-OCA-2026

DMUNYAKA

DATE (MM/DD/YYYY)

8/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hub International Northwest LLC 3911 Castlevale Rd Ste 201 Yakima, WA 98902	<b>CONTACT NAME:</b> CETNOW <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> none@hub.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Safe Yakima Valley 10 N 9th St. Yakima, WA 98901	<b>INSURER A:</b> Mount Vernon Fire Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 26522

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>NPP2583476C</b>	<b>9/9/2025</b>	<b>9/9/2026</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMPI/OP AGG \$ <b>Included</b> \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			<b>N/A</b>			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Yakima County Human Services  
 128 N 2nd St #225  
 98901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# AGENDA REQUEST FORM

Return completed form and complete agenda item to the Clerk of the Board  
Yakima County Commissioners' Office, Room 232

Prepared by:

Deborah Clausing, Operations Manager

Department: Prosecuting Attorney's Office

Requested Agenda Date: 02/03/2026

Presenting: \_\_\_\_\_

Document Title:

In The Matter of Adopting Yakima County Prosecuting Attorney Risk Manager Premium Pay Policy

Action Requested: Check Applicable Box

- ☒ PASS RESOLUTION    ☐ EXECUTE or AMEND **AGREEMENT** CONTRACT or GRANT  
☐ ISSUE PROCLAMATION    ☐ PASS ORDINANCE    ☐ OTHER \_\_\_\_\_

Describe Fiscal Impact:

A total of 4% premium pay to the county risk manager when achieving basic risk management and claims management certifications (2%) and advanced certifications (2%) as outlined in the Risk Manager Premium Pay Policy. Costs will be covered within the departments Liability Insurance budget Fund 520.

Background Information:

This resolution establishes a premium pay policy for the Yakima County Risk Manger (Program Analyst II classification) who completes basic and advanced risk management/claims management professional certifications.

Summary & Recommendation:

Recommend to approve.

Motion:

Department Head/ Elected Official

*Hefanie Weigand for Joe Brusic*

Signature

**AGREEMENT** Attached Is Approved as to Form  
Corporate Counsel Initial

*BJW*

Late Agenda Requests Require BOCC Chairman Signature.

**BOARD OF YAKIMA COUNTY COMMISSIONERS  
RESOLUTION**

**IN THE MATTER OF ADOPTING YAKIMA  
COUNTY PROSECUTING ATTORNEY'S OFFICE  
RISK MANAGER PREMIUM PAY POLICY**

**037-2026**

**WHEREAS**, the Yakima County Prosecuting Attorney's Office, Corporate Counsel Division Risk Manager provides critical county-wide service work that intersects with all county offices and departments as well as the Washington Counties Risk Pool, and statewide county participants; **and**,

**WHEREAS**, The Risk Manager represents Yakima County, acting as the agency representative at the behest of the Elected Official assisting internal and contracted attorneys in all Actions taken against the county; mitigating countywide risk, appearing in all hearings to serve as a subject matter expert on claims and lawsuits; **and**,

**WHEREAS**, the Risk Manager is required to obtain basic and advanced professional certification as outlined in the Risk Management Certification Premium Pay Policy at their own time and expense; **and**,

**WHEREAS**, the Yakima County Prosecuting Attorney's Office Risk Manager Premium Pay Policy has been reviewed and edited by the Yakima County Human Resources Department; **now, therefore**,

**BE IT HEREBY RESOLVED** by the Board of Yakima County Commissioners that the Yakima County Prosecuting Attorney's Office Risk Manager Premium Pay Policy be adopted effective \_\_\_\_\_, 2026.

**DONE**      FFR 03 2026

*Attest:*

\_\_\_\_\_  
LaDon Linde, Chair

\_\_\_\_\_  
Julie Lawrence, Clerk of the Board *or*  
Erin Franklin, Deputy Clerk of the Board

\_\_\_\_\_  
Amanda McKinney, Commissioner

\_\_\_\_\_  
Kyle Curtis, Commissioner  
*Constituting the Board of County Commissioners  
for Yakima County, Washington*



# **Yakima County Prosecuting Attorney's Office**

## **Risk Management Certification Premium Pay Policy**

The Risk Manager classification in the Yakima County Prosecuting Attorney's Office, Civil Division provides comprehensive work on behalf of Yakima County. This entails, but is not limited to, the following:

- Mitigating Risk
- Acting as the agency representative at the behest of the Elected Official assisting internal and contracted attorneys in all Actions taken against the county; appearing in all hearings to serve as subject matter expert on claims and lawsuits.
- Working with other county risk managers and the Washington County Risk Pool on behalf of Yakima County.

The Washington Counties Risk Pool mandates basic certification for all county risk managers and claims administrators and/or persons functioning in these positions.

### **BASIC CERTIFICATION**

#### Within 12 months of appointment

- Completion of the WCRP's Risk Manager training for Risk Managers, or the WCRP's Claims Administrator training for Claims Administrators.

#### AND, within 2 years of appointment

- Completion of Introduction to Risk Management and Insurance from The Institutes. OR,
- Completion of Association in Insurance 101 (AINS 101) from The Institutes. OR,
- Completion of the PRIMA Institute Risk Management program (only offered annually).

Although basic certification meets the certification requirements, individuals are encouraged to obtain advanced certification.

### **PREMIUM PAY**

- Certification Premiums for the County Risk Manager are set at a maximum total of 4%.
- To be eligible for 2% premium pay, Yakima County's Risk Manager must take and pass the Basic Claims Administrator and Basic Risk Manager Certifications. These courses are completed on the employees' own time and take 6-9 months to complete.

## ADVANCED CERTIFICATION

*The Elected Prosecutor determines the need for all advanced certifications based on the employee's role.*

- **To be eligible for an additional 2% premium** in addition to the BASIC Certification premium, Yakima County's Risk Manager must obtain:
  - For Claims Administrator –
    - Associate in Claims (AOC) OR,
    - Chartered Property Casualty Underwriter (CPCU)
  - For Risk Managers –
    - Associate in Risk Management (ARM)
- If the Risk Manager also functions as the Claims Administrator, any of the above advanced certifications will satisfy the requirement for the additional 2% premium pay.
- Premium pay is concluded if the certifications lapse.



# WASHINGTON COUNTIES RISK POOL

2558 R.W. Johnson Road SW, Suite 106  
Olympia, WA 98512-6103

Created by Counties for Counties



## Risk Manager and Claims Administrator Certification Requirements

Basic certification is required for all county risk managers and claims administrators and/or persons functioning in these positions. Although basic certification meets the certification requirement, individuals are encouraged to obtain advanced certification by the methods identified below.

### Risk Manager and Claims Administrator Basic Certification Requirements:

#### Within 12 months of appointment

- Completion of the WCRP's Risk Manager training for Risk Managers, or the WCRP's Claims Administrator training for Claims Administrators.

*Note: If serving as both the county Risk Manager and Claims Administrator, attending both classes is required.*

#### AND, within 2 years of appointment

- Completion of Introduction to Risk Management and Insurance<sup>i</sup> from The Institutes. OR,
- Completion of Associate in Insurance 101 (AINS 101)<sup>ii</sup> from The Institutes. OR,
- Completion of the PRIMA Institute Risk Management program<sup>iii</sup>. This program is offered once a year at varying locations nationally.

*Note: Risk Managers and Claims Administrators are encouraged to attend all training offered by WCRP and are encouraged to continue toward the advanced certifications noted below.*

### Advanced Certification:

#### **For Claims Administrators -**

- Associate in Claims (AIC)<sup>iv</sup> OR,
- Chartered Property Casualty Underwriter (CPCU)<sup>v</sup>

#### **For Risk Managers -**

- Associate in Risk Management (ARM)<sup>vi</sup>

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<sup>i</sup> Introduction to Risk Management and Insurance is a beginner course providing the learner an understanding of property-casualty insurance, risk management, underwriting, and claims. Source: The Institutes. To learn more, visit: [theinstitutes.org/introduction-risk-management-and-insurance](http://theinstitutes.org/introduction-risk-management-and-insurance)

<sup>ii</sup> AINS 101 is a beginner course that teaches why we have insurance, how insurers succeed, how underwriting and claims works, and what goes into an insurance policy. Source: The Institutes. To learn more, visit the Step 1: Core Courses dropdown within the AINS Designation path: [theinstitutes.org/designations/associate-insurance](http://theinstitutes.org/designations/associate-insurance)

<sup>iii</sup> PRIMA Institute is an in-person educational program for new and seasoned risk managers offered by the national Public Risk Management Association (PRIMA). Typically occurring in October of each year, this program is separate from the National PRIMA Conference.

iv Associate in Claims (AIC) is an advanced course teaching the fundamentals of the selected specialty (auto, liability, property, or workers compensation). Source: The Institutes. To learn more, visit: [theinstitutes.org/designations/associate-claims](https://theinstitutes.org/designations/associate-claims)

v Chartered Property Casualty Underwriter (CPCU) is a master-level designation in risk and insurance. In addition to the coursework, the CPCU designation requires two years of experience in risk management and insurance. Source: The Institutes. To learn more, visit: [theinstitutes.org/designations/cpcu](https://theinstitutes.org/designations/cpcu)

vi Associate in Risk Management (ARM) consists of advanced coursework in risk management. Those earning this designation will gain a holistic and strategic understanding of risk assessment and treatment. Source: The Institutes. To learn more, visit: [theinstitutes.org/designations/associate-risk-management](https://theinstitutes.org/designations/associate-risk-management)



# AGENDA REQUEST FORM

Return completed form and complete agenda item to the Clerk of the Board  
Yakima County Commissioners' Office, Room 232

Prepared by:

Iniguez

Department: Purchasing / HR

Requested Agenda Date: 02/03/2026

Presenting: N/A

Document Title:

In the matter of authorizing advertisement for bids for Benefit Broker Services.

Board of County Commissioners Record Assigned

#

038 - 2026

APPROVED FOR AGENDA:

☐ Consent

☐ Regular

Board of County Commissioners Determined

Action Requested: Check Applicable Box

☒ PASS RESOLUTION ☐ EXECUTE or AMEND **AGREEMENT** CONTRACT or GRANT

☐ ISSUE PROCLAMATION ☐ PASS ORDINANCE ☐ OTHER \_\_\_\_\_

Describe Fiscal Impact:

N/A

Background Information:

Yakima County Human Resources seeks Benefit Broker Services.

Summary & Recommendation:

Department recommends approval of advertisement for "Call for Bids" for services.

Motion:

Department Head/ Elected Official

Signature

**AGREEMENT** Attached Is Approved as to Form  
Corporate Counsel Initial

Late Agenda Requests Require BOCC Chairman Signature:

**BOARD OF YAKIMA COUNTY COMMISSIONERS  
RESOLUTION**

**IN THE MATTER OF AUTHORIZING  
APPROVAL FOR THE ADVERTISING OF  
A REQUEST FOR PROPOSAL FOR  
HUMAN RESOURCES FOR BENEFIT  
BROKER SERVICES**

**038 - 2026**

**WHEREAS**, it is the intention of Yakima County Human Resources to request proposals for Benefit Broker Services; **and**,

**WHEREAS**, the specifications and instructions are located on PublicPurchase.com with instructions on submitting proposals; **now, therefore**,

**BE IT HEREBY RESOLVED** by the Board of Yakima County Commissioners that authorization is hereby given for advertisement for Benefit Broker Services request for proposals.

**DONE, February 3<sup>rd</sup>, 2026**

*Attest:*

\_\_\_\_\_  
LaDon Linde, Chair

\_\_\_\_\_  
Julie Lawrence, Clerk of the Board

\_\_\_\_\_  
Amanda McKinney, Commissioner

\_\_\_\_\_  
Kyle Curtis, Commissioner





## Human Resources

RFP Documents & Specifications for

RFP NO. 2026-02-01  
Benefit Broker Services

February 03, 2026

## BOARD OF YAKIMA COUNTY COMMISSIONERS

### NOTICE TO PROPOSERS RFP 2026-02-01

Yakima County is soliciting bids for the following project:

#### **Benefit Broker Services for Yakima County Human Resources - RFP 2026-02-01**

NOTICE IS HEREBY GIVEN by the undersigned that electronic sealed Proposals will be accepted via PublicPurchase.com until the hour of 2:00:00 PM on March 5<sup>th</sup>, 2026. RFP submittals will be electronically opened shortly after 2:00:00 PM in Room 231, at the Yakima County Courthouse, 128 N. 2nd Street, Yakima WA 98901 for preliminary review.

Instructions to register with PublicPurchase.com and bid are available online at <https://www.yakimacounty.us/303/Purchasing-Department>.

Specifications may be obtained online at <https://www.yakimacounty.us/303/Purchasing-Department>, click on Bid Openings.

*The Board of County Commissioners reserves the right to reject any and all bids, or parts thereof as it does in any Request for Proposals. With this specific RFP, the Board of County Commissioners reserves the right to reject any and all bids or parts thereof in the best interests of the County.*

DONE,

\_\_\_\_\_  
Julie Lawrence, Clerk of the Board

Publish: *Yakima Herald-Republic*: 02/05/2026

Bill: Yakima County HR



## Table of Contents

SECTION 1: INTRODUCTION .....	4
SECTION 2: BACKGROUND AND CURRENT OPERATIONS.....	4
SECTION 3: SCOPE OF SERVICE .....	4
SECTION 4: QUALIFICATIONS .....	7
SECTION 5: PROPOSAL REQUIREMENTS.....	8
SECTION 6: EVALUATION, SELECTION PROCESS, AND SCHEDULE OF EVENTS .....	9
SECTION 7: GENERAL PROVISIONS .....	10
SECTION 8: GENERAL/SPECIAL TERMS AND CONDITIONS .....	16
SECTION 9: DEFINITIONS.....	19
SECTION 10: SUBMITTALS .....	20
Appendix A - Current Yakima County Benefit Plans .....	21

## SECTION 1: INTRODUCTION

Yakima County is seeking proposals from qualified Offerors ("Offeror") to assist with the on-going assessment and analysis of the County's health and welfare benefit programs and potential alternatives to existing funding options, plan designs and carriers for specific employee groups. The initial contract term will be for three (3) years with the ability to extend 2 additional years upon approval of both parties.

The selection process is open to all, and Yakima County encourages applicants.

## SECTION 2: BACKGROUND AND CURRENT OPERATIONS

Located in south-central Washington State north of the Columbia River Gorge, Yakima County is a fertile and agriculturally well-rounded county characterized by a diverse landscape and excellent wine production. Bordered by the Cascade Mountains in the west and rolling hills in the east, Yakima County features very fertile farmland filled with mineral deposits from previous volcanic eruptions. Once the County was irrigated in the late 1800s, crops such as cherries, pears, apples, and other tree fruits along with wine and hops flourished, supplemented by the growth of tree, livestock, and dairy farms. Yakima County, sometimes called the State's fruits basket, has historically relied on agriculture making agriculture the staple of its economy over the last 100 years. Renowned for its exceptional wine grapes, wine tourism has brought some economic diversification to the region. Yakima County has received international attention for its burgeoning wine business and continues to support a growing tourism industry as wineries grow.

Yakima County is 4,296 square miles, or approximately 2.75 million acres, making it the second largest county in Washington by land, or 8<sup>th</sup> largest county in Washington by population (over 260,000 residents). Three entities own over 1.7 million of the total acres of Yakima County. The county seat and most populous city is Yakima. The City of Yakima, the 11th largest city in the state, contains over 35% of the population (97,012). 90% of the state's population is within a 3-hour drive from Yakima.

The County leadership team consists of 10 elected officials, 12 elected judges and 9 Department heads. The County has over 900 employees and a total annual budget of over \$300 million and employs over 900 employees across 27 work locations.

## SECTION 3: SCOPE OF SERVICE

The County is seeking to name a Broker of Record for the County's employee insurance benefits and is looking for continuity of services in the rapidly changing area of employee benefits. The County is particularly interested in a broker who can offer creative, innovative approaches, with a proven track record, that allows the County to implement a self-insured health insurance program, maintain quality voluntary programs, provide good health outcomes for County staff and their covered dependents, and



contain or reduce per capita costs. The County provides comprehensive wellness and volunteer benefits to all employees. The Broker of Record will be tasked with providing medical, prescription, dental and vision coverage for approximately 750 employees and 100 retirees that may be Medicare eligible. The Broker will also be tasked with negotiating voluntary benefit for all eligible employees.

The selected broker will perform a full range of benefit program services related to the acquisition, implementation, maintenance, communication and improvement of the County's employee health insurance benefits for specific employee groups. The selected broker shall provide services, including, but not limited to, the following:

**A. Analysis, Reporting and Plan Design Assistance**

1. Develop a comprehensive self-insured benefits strategy, including plan design, provider network selection and cost-control measures and review of other self-insured plan options for consideration.
2. Manage the RFP process to secure a Third-Party Administrator (TPA) for claims administration and other services.
3. Secure the most competitive and suitable stop-loss insurance to protect the County from catastrophic claims.
4. Advise on and negotiate provider network contracts, which may include direct contracting opportunities.
5. Manage the full transition from the current fully-insured plan to the new self-insured structure.
6. Provide adhoc financial management of the benefit program as requested, including analysis of cost, claims and trends, and program utilization to keep the County abreast of the plans performance throughout the year.
7. Meet at least quarterly with County plan administrators and managers and Employee Benefit Committee
8. Provide assistance with the development of and planning of long-range health insurance strategies, providing updates on the status of the ACA and other health care developments.
9. Review calculation and analysis of County's Actuarial Compilations including but not limited to; bi-annual IBNR 6/30 & 12/31, 5 year cost project (every other year), annual rate refresh (June through May) and potential plan consolidation or modification reviews.
10. Monthly Claims tracking (i.e. monthly experience report) with emphasis on large claims for each plan year.

11. Assist with periodic Employee Benefit Committee presentations including but not limited to claim trends, projections and cost alternatives.

#### **B. Liaison and Problem Intervention**

1. Maintain an active, ongoing relationship with the service providers/insurance carriers to ensure smooth operation and delivery of benefits as well as assisting County HR staff with an intervention of any enrollment issues or resolution of coverage claim questions or problems.
2. Provide dedicated customer service via phone, email and web portal to County employees and their dependents to assist in the resolution of coverage claim questions and/or problems.

#### **C. Compliance**

1. Keep abreast of state and federal regulations for compliance and issues and advise accordingly.
2. Ensure that plans and programs follow state and federal regulations and industry standards.
3. Providing on-site training to County staff, as needed, regarding regulatory updates and/or best practices seminar for the effective administration of the benefits plan.
4. Monitor services provided by insurers to ensure compliance with terms of contracts.
5. Review and disseminate information to staff on new or revised state and federal legislation that impacts the County's benefits programs.
6. Assist County staff with annual state self-insurance reports and regular audit requirements.
7. Act as an expert witness in an Interest Arbitration or a labor negotiation as needed. Speak professionally to the County's and Union's position on Health Benefits, including reviewing the relevant data and analysis conducted on both parties' proposals and analysis of the County's comparable counties in Washington.

#### **D. Renewal Process and Evaluation**

1. Negotiate renewal terms on behalf of the County.
2. Review and make recommendations regarding the modifications of plan design, benefit levels, rates and premiums, communications and quality of current benefit plans.
3. Conduct thorough and applicable market research in preparation for contract renewals, where appropriate.



4. Represent the County in all negotiations with providers on various topics including, but not limited to, premiums, benefit levels, and plan design, performance measures and guarantees, contractual terms and conditions, and quality assurance standards.
5. Review and compile contract certificate, summary plan descriptions and plan booklets annually.
6. Participate and aid in RFPs for coverage. Prepared detailed bid specifications for insurers in cooperation with County staff. Manage plan transitions as necessary

#### **E. Other Service Requirements**

1. Assist in the development and implementation of an employee wellness program to improve employee health and reduce employee health-care costs, both in the short and long-term.
2. Develop and maintain an employee communication web portal that provides materials to clearly convey all aspects of employee benefits, highlights new or changing aspects and other important information to plan participants. Work with staff and providers in the development of open enrollment materials for use by members as requested.
3. Participate and assist in the County's annual open enrollment meetings and fairs, including coordinating provider attendance and participation.
4. Attendance and assistance with meetings with the County Board of Commissioners, County staff, Employee Benefit Committee and labor groups.

### **SECTION 4: QUALIFICATIONS**

1. The Offeror must have at least ten (10) years of experience in employee benefit consulting or its equivalent. Experience with self-insurance and public entities with a unionized workforce is highly desirable.
2. The Offeror must be legally authorized to do business in the State of Washington and must meet all licensing and other requirements imposed by State and Federal laws and regulations.
3. The Offeror must have experienced staff, possessing comprehensive knowledge of benefit administration pertaining to public employers.
4. The Offeror must possess knowledge of applicable laws, regulations and codes and must be familiar with local conditions and trends relating to group insurance in Washington.
5. The Offeror's office must have staff available for in-person meetings and provide

assurance of reasonable staffing continuity over the contract period.

6. The Offeror must carry the appropriate business insurance including professional liability/errors and omissions insurance.
7. The Offeror must disclose and explain any sanctions, audits, investigations or disciplinary actions taken by any federal regulatory agency or regulatory from a state in which Offeror is currently licensed to conduct business.
8. Prior to contract execution the County must receive and approve a completed Statement of Work from the Offeror. To complete the Statement of Work, the successful Offeror must work with the County to reconcile all differences between the RFP and the Offeror's Proposal so that both parties understand and agree on each specification and identify if there are base elements that were not included in the RFP that are recommended

## SECTION 5: PROPOSAL REQUIREMENTS

1. Letter of interest
2. Overview and prospectus of firm and key personnel assigned to the project.
3. Confirm that your firm and key staff are properly licensed to conduct business in Washington State.
4. Briefly describe the financial stability and resources of your firm.
5. Names of person(s) that will be assigned to Yakima County's account and provide details of qualifications, experience, and role of the person(s) as it relates to our account.
6. Detail your familiarity with Washington State's healthcare market, carriers provider networks and relevant state regulations.
7. Outline your proposed strategy for helping us transition to a self-insured plan, including a preliminary timeline.
8. Explain your process for selecting and securing a TPA and stop-loss carrier.
9. Describe specific strategies you employ to help clients control healthcare costs and improve outcomes.
10. Brief summary of services that will comply with the same level of services the County is currently receiving along with any special services unique to Offeror.
11. Associated fees.
12. Detailed explanation of proposed compensation and specifically what services are included in this fee. Also include the types of services which Offeror considers outside the scope of this proposal and what fees might be associated with that work. Offeror's explanation should specify the source of compensation as: fees, commissions, monthly retainer, etc.
13. Explanation of any requested changes to the terms of the professional services contract attached.
14. Submit three (3) references (preferably of similar size and demographics to Yakima County) for which Offeror has provided consultant and/or broker services. Include in this submittal: the name of the government/company, address, contact name, phone number.
15. Acknowledge that the information contained in this bid proposal process is public information after the committee review process is completed.



16. Acknowledge that during the review process further information may be requested to further evaluate qualifications.
17. Acknowledge that at Yakima County reserves the right to award by item, groups of items or total proposal, reject any and all bids in whole or in part, and to waive any informality if it is determined to be in the best interest of the County.

## SECTION 6: EVALUATION, SELECTION PROCESS, AND SCHEDULE OF EVENTS

The award of the contract may be made to the most responsive proposal offering a product of service deemed suitable for use by the County.

The evaluation of proposals and the determination as to the quality shall be the sole and final responsibility of the County and will be based on the information furnished by the Proposer. In the evaluation of otherwise responsible bids/quotes, the proposer's experience, delivery time and responsibility in performing other contracts will be considered. The proposals will be scored using the following criteria:

Scoring Criteria	Points Possible
1. Experience & Qualifications	25
2. References & Account Support	25
3. Scope and Continuity of Services	25
4. Costs / Fees	25
<b>Total</b>	<b>100 Points</b>

NOTE: The selection committee will not consider any proposal which is not received by the stated deadline or which is deemed incomplete. The County reserves the right (i) to reject any and all proposals or any part of any proposal, (ii) to waive minor defects or technicalities, or (iii) to solicit new proposals on the same project or on a modified project that may include portions of the originally proposed project as the County, in the exercise of their sole and unfettered discretion, may deem necessary. Proposers may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

Upon completion of negotiations, the Committee will develop the contract and submit it to the Board of County Commissioners.

Submission of a proposal implies the Respondent's acceptance of the evaluation criteria and process and recognition that subjective judgments may be made by the Evaluation Committee.

**Schedule of Events:** The following is a schedule of events concerning the proposal process. Yakima County reserves the right to adjust the below schedule as needed:

<b>Event</b>	<b>Date</b>
Place Ad & Issue RFP	02/05/2026
Deadline for Receiving Questions	02/12/2026
Questions will be answered by	02/19/2026
Deadline for Submitting RFP	03/05/2026
RFP Opening	03/05/2026
Complete Evaluations and Issue Intent to Award by	03/31/2026

## SECTION 7: GENERAL PROVISIONS

**Advertisement of RFP:** The County will advertise the RFP in the Yakima Herald newspaper and on Purchasing's website at <https://www.yakimacounty.us/303/Purchasing-Department>.

**Questions and Comments:** Written questions and comments must be submitted electronically via the Public Purchase no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. Public Purchase is the only acceptable method for submission of questions. All questions will be answered in writing. The County will distribute questions and answers without identification of the inquirer(s) to all Proposers who are on record as having received this RFP, via Public Purchase. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the County to cause a change to any part of this RFP.

**Communication:** Unless otherwise authorized herein, Proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with County staff about this RFP from the date this RFP is issued until a contract is awarded or an intent to negotiate is signed by the Board of Yakima County Commissioners. This is to ensure objectivity and fairness to all parties seeking to submit a proposal in response to the Request for Proposals.

Individuals with questions should contact Yakima County Purchasing Manager at [Raudel.iniguez@co.yakima.wa.us](mailto:Raudel.iniguez@co.yakima.wa.us). **Contact with other County staff by a Proposer, directly or through a third-party, regarding this RFP is not permitted during the procurement process and violation of these conditions may be considered sufficient cause for rejection of a Proposal and disqualification of the Proposer.**



**Proposal Submittal Instructions & Opening:** Electronic sealed Proposals will be accepted via PublicPurchase.com until the hour of 2:00:00 PM on March 5th, 2026. RFP submittals will be electronically opened shortly after 2:00:00 PM in Room 231, at the Yakima County Courthouse, 128 N. 2nd Street, Yakima WA 98901 for preliminary review.

Instructions to register with PublicPurchase.com and bid are available online at <https://www.yakimacounty.us/303/Purchasing-Department>.

Specifications may be obtained online at <https://www.yakimacounty.us/303/Purchasing-Department>, click on Bid Openings.

Proposals received after that time will not be considered.

**Familiarity with RFP:** All Proposers, by submitting proposals, agree that they have read and are familiar with the complete terms, conditions and specifications provided in this request for proposal ("RFP"), and will abide by the terms, conditions, and specifications thereof. This RFP is intended to result in a full responsive and comprehensive contract between Yakima County and Proposer.

**Exceptions to Proposal:** All proposal materials must clearly and with specificity, detail all deviations to the exact requirements imposed upon the Proposer by these specifications. Such deviations should be stated upon the Proposal or appended thereto.

**Addition/Deletion:** The County reserves the right to add or delete any items from this proposal or resulting award(s) when deemed in the best interest of the County.

**Acceptance and Rejection:** The County reserves the right (i) to reject any or all proposals, (ii) to waive irregularities, if any, and (iii) to accept the proposal or proposals which in the judgment of the County is in the best interest of Yakima County. The County may at its sole discretion decide to reject all proposals without awarding a contract.

**Proposal Submittal Costs:** All costs associated with proposal development in response to this RFP are the obligation of the Proposer and are not chargeable to the County. All responses and accompanying material will become the property of the County and, therefore, be considered a public record, which is open to review by the public.

**Time for Consideration:** Each Proposer warrants, by virtue of proposing, the prices quoted in submitted proposal will be good and not revocable by the Proposer for an evaluation period of ninety (90) days from the date of proposal opening unless otherwise stated. Proposers will not be allowed to modify their proposals after the opening date and time.

**Right to Publish:** Throughout the duration of the procurement process and contract term, Proposers must secure from the County written approval prior to the release of any information that pertains to the

potential work or activities covered by the procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of a Proposer's proposal or termination of contract.

**Right to Waive Irregularities:** Yakima County reserves the right to waive irregularities if such a waiver is in the best interest of Yakima County. Yakima County also reserves the right to waive mandatory requirements provided all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise affect the procurement. The right is the sole discretion of Yakima County.

**Contract Terms and Conditions:** The County reserves the right to add terms to the final contract.

**Additional Terms and Conditions:** Any additional terms and conditions, which may be the subject of negotiation, will only be discussed between the County and the Proposer and shall not be deemed an opportunity to amend the Proposer's proposal. The Proposer may submit with the proposal a complete set of any additional terms and conditions, which the Proposer is requesting be included in an agreement negotiated with the County, although the County has the right to reject any such request.

**Insurance:** Include proof of the ability to obtain the required insurance, should your firm be awarded a contract. This can be accomplished in the form of a letter from your insurance company assuring that you can obtain a proper certificate of insurance per the limits listed below:

- a. **Industrial Insurance Act Waiver.** It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. Contractor shall require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement, comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. The Parties acknowledge that they have mutually negotiated this waiver.
- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, the Contractor's liability, including the duty and cost to defend, shall be only to the extent of the Contractor's negligence.
- c. Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.



**Contractor's Liability Insurance:** At all times during performance of the Services and this Contract, Contractor shall secure and maintain in effect insurance to protect the County and Contractor from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. Contractor shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The County reserves the right to require higher limits should it deem it necessary in the best interest of the public.

Contractor shall provide a Certificate of Insurance to the County as evidence of coverage for each of the policies and outlined herein. A copy of the additional insured endorsement attached to the policy shall be included with the certificate. This Certificate of insurance shall be provided to the County, prior to commencement of work.

Failure of County to demand such verification of coverage with these insurance requirements or failure of County to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Contractor's insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this Contract. Any insurance, self-insurance or insurance pool coverage maintained by the County shall be in excess of the Contractor's insurance and neither the County nor its insurance providers shall contribute to any settlements, defense costs, or other payments made by Contractor's insurance.

If at any time during the life of the (anticipated) Contract, or any extension, Contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the County to terminate the Contract.

The following insurance is required:

**a. Commercial Liability Insurance**

Before this Contract is fully executed by the parties, Contractor shall provide the County with a certificate of insurance and additional insured endorsements as proof of commercial liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit bodily injury and property damage, and Five Million Dollars (\$5,000,000.00) general aggregate. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the County, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The certificate of insurance and additional insured endorsements shall name the Yakima County, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or



change the insurance without first giving the County prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as Yakima County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

**b. Automobile Liability Insurance**

Before this Contract is fully executed by the parties, Contractor shall provide the County with a certificate of insurance as proof of automobile liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the County, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The certificate of insurance and additional insured endorsements shall name the Yakima County, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the County prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as Yakima County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract. The business auto liability shall include Hired and Non-Owned coverage if necessary.

**c. Employer's Liability (Stop Gap)**

Contractor and all subcontractor(s) shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable, and shall maintain Employer's Liability insurance with a limit of no less than \$1,000,000.00. The County shall not be held responsible in any way for claims filed by Contractor or its employees for services performed under the terms of this Contract. Contractor agrees to assume full liability for all claims arising from this Contract including claims resulting from negligent acts of all subcontractor(s). Contractor is responsible to ensure subcontractor(s) have insurance as needed. Failure of subcontractors(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

**d. Professional Liability**

The Contractor shall provide evidence of Professional Liability insurance covering professional errors and omissions if professional liability insurance is applicable to this type of agreement. Contractor shall provide the County with a certificate of insurance as proof of professional liability



insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per claim combined single limit bodily injury and property damage, another Two Million Dollars in the aggregate.

**Indemnification and Hold Harmless:** Contractor shall take all necessary precautions in performing the Services to prevent injury to persons or property. To the fullest extent of the law, the Contractor agrees to release, indemnify, defend, and hold harmless the County, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Agreement or the acts, failures to act, errors or omissions of the Contractor, or any Contractor's agent or subcontractor, in performance of this Agreement, except for claims caused by the County's sole negligence.

**Inspection and Production of Records:**

- a. The records relating to the Services shall, at all times, be subject to inspection by and with the approval of the County, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Contract, notwithstanding the County's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the County sufficient, safe, and proper facilities, and/or send copies of the requested documents to the County. Contractor's records relating to the Services will be provided to the County upon the County's request.
- b. Contractor shall promptly furnish the County with such information and records which are related to the Services of this Contract as may be requested by the County. Until the expiration of six years after final payment of the compensation payable under this Contract, or for a longer period if required by law or by the Washington Secretary of State's record retention schedule, Contractor shall retain and provide the County access to (and the County shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services performed by Contractor under this Contract.
- c. All records relating to Contractor's services under this Contract must be made available to the County, and the records relating to the Services are Yakima County records. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by any other law. All records relating to Contractor's services under this Contract must be retained by Contractor for the minimum period of time required pursuant to the Washington Secretary of State's records retention schedule.
- d. The terms of this section shall survive any expiration or termination of this Contract.

**Licenses:** Contractor shall have a valid and current business license as required by the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6126 or email [codes@yakimawa.gov](mailto:codes@yakimawa.gov).

In addition, Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid/quote.

**Public Disclosure:** Submittals received by the County in response to this solicitation become public records and are subject to Chapter 42.56 RCW, the Public Records Act. If requested, the documents will be released as required by law.

**Federal Suspension and Debarment Certification:** Federal Executive Order 12549 prohibits federal, state, and local public agencies receiving grant funding from contracting with individuals, organizations, or companies who have been excluded from participating in federal contracts or grants.

The purpose of this certification is for the Proposer to advise the County, in writing, of any current Federal Suspension and Debarment.

**Debarment Certification:** By signing and submitting a response to this competitive solicitation, I certify that this firm and its principals are not currently suspended or debarred by any Federal Department or Agency from participating in Federal Funded Contracts.

**Non-discrimination:** The Contractor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, gender identity, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical disability in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.).

## SECTION 8: GENERAL/SPECIAL TERMS AND CONDITIONS

The County intends to incorporate the following General Terms and Conditions into any contract negotiated as a result of this RFP. Failure of the successful Contractor to accept these terms and conditions in a contractual agreement may result in cancellation of the award.

**Provision of Services:** The Contractor shall provide the services set forth herein with all due skill, care, and diligence, in accordance with accepted industry practices, standards and legal requirements, and to the County's satisfaction; the County decision in that regard shall be final and conclusive. The County may inspect, observe and examine the performance of the services performed on the County premises at any time. The County may inspect, observe and examine the performance of Contractor's services at reasonable times, without notice, at any other premises.



If the County notifies the Contractor that any part of the services rendered are inadequate or in any way differ from the Contract requirements for any reason, other than as a result of the County's default or negligence, the Contractor shall, at its own expense, reschedule and perform the services correctly within such reasonable time as the County specifies. This remedy shall be in addition to any other remedies available to the County by law or in equity.

The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its subcontractors perform the services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and County work rules.

**Contractor Compliance and Responsibility for Actions:** The Contractor shall at all times comply with and observe all federal, state and local laws, ordinances, and regulations that are in effect during the term of this Contract that may affect the Contractor's work or obligations hereunder.

The Contractor shall be solely responsible for its actions and those of its agents, employees, or subcontractors under this Contract, and neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of the County.

The Contractor shall:

1. Perform those tasks and deliver the services identified in this RFP and its response thereto.
2. Comply with all security and safety regulations in effect.
3. Assign, as needed, qualified personnel, agents or representatives to assist in fulfilling its performance under the Contract.
4. Appoint a Project Manager (the "Project Manager") for liaison and consultation with the County. The Project Manager shall have authority to make managerial and technical decisions concerning the services deliverable under the Contract.
5. Correct any errors in the services found by the County or the Contractor.
6. Perform work assignments at alternate locations as the need arises. These situations may include, but are not limited to, a pandemic, natural disaster or closings of County buildings. Under such circumstances, the County shall be required to promptly contact the Contracted Personnel involved and provide the details of the communication and instructions in a timely manner.

**Deviations and Exceptions:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the proposer's letterhead, signed, and attached to the request. In the absence of such statement, the proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the proposers shall be held liable.

**Acceptance-Rejection:** The County reserves the right to accept or reject any or all proposals, to waive any technicality in any proposal submitted, and to accept any part of a proposal as deemed to be in the best interests of the County.

*Proposals MUST be received on or before the date and time that the proposal is due.*

**Public Records Access:** Proposal openings are open to the public.

#### Public Records Access

It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Proposal openings are public.

Proposers are advised that responses are subject to the Washington (Public Records) Open Records Law (RCW 42.56). Upon receipt, the proposals and associated materials shall be open for review by the public in accordance with Washington Open Records Law. By submitting a proposal, the proposing firm acknowledges and accepts that the full contents of the proposal and associated documents shall become open to public inspection.

#### Requests for Public Disclosure

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. All documents submitted in relation to this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public. It is the intent of the County (County) to post all RFP responses online and available to the public after the contract is signed.

**Proprietary Information:** Any restrictions on the use of data contained within a proposal, must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable County procurement regulations and the Washington State Public Disclosure Act (RCW 42.56 et seq.). Proprietary restrictions normally are not accepted. However, when accepted, it is the Proposer's responsibility to defend the determination in the event of an appeal or litigation.

1. Unless otherwise noted, data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the County and thus open to public disclosure.



## 2. PROPRIETARY OR CONFIDENTIAL DESIGN INFORMATION

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public. It is the intent of the County to post all RFP responses online and available to the public after the contract is signed.

If the Proposer considers any submittal document to be protected from disclosure under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or BUSINESS SECRET." The Proposer shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. **Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal.** In addition, the required electronic copy shall have any perceived confidential materials segregated into a separate electronic file, as the main RFP proposal response may be automatically released upon contract signing without notification.

If a request is made for disclosure of such identified documents or portions thereof, the County will determine whether the material is exempt from public disclosure. The Proposer's position will not control as in Washington State, RCW 42.56 is a broadly construed mandate in favor of disclosure. At all times, the County will follow the laws.

## SECTION 9: DEFINITIONS

The following definitions of terms shall apply, unless otherwise indicated:

"Buyer" means the contact person listed on page 2 of this document.

"Contract" means written agreement between the "County" and the "Contractor" (or "Successful Proposer") that covers the delivery of work to be performed subsequent to this RFP.

"Contract Manager" means the individual in the Yakima County Purchasing Division (Buyer) responsible for managing this RFP and subsequent contractual issues.

"Contractor" means a proposer that is awarded a Contract under this RFP and its employees or other personnel (including officers, agents and subcontractors) provided by the Contractor to perform work under this Contract.

"County" means Yakima County, Washington, and more specifically Yakima County District Court and Contracted Municipal Courts and Probation Services.

"Project Manager" means the individual in Yakima County Departments/Divisions and/or an

assigned individual from the Contractor responsible for administering day-to-day operational matters of the Contract.

"Proposal" means the complete response of a proposer submitted on the approved forms and setting forth the proposer's prices for providing the services described in the RFP.

"Proposer" means any individual, company, corporation, or other entity that responds to this RFP.

"RFP" means Request for Proposal.

"SOW" means Statement of Work.

"Subcontractor" means any entity that enters into any agreement with the Contractor to fulfill the requirements and performance obligations of the Contract.

## SECTION 10: SUBMITTALS

Proposer response shall include the following required documentation:

"Proposal Cover Sheet"  
"Proposal Questionnaire"  
"Proposer References"  
"Suspension and Debarment Certification"  
"Non-Collusion Affidavit" (NOTARIZED)

### **Additional Required Documents to be included with proposal:**

Any and all documents and information requested under *Section 5: Proposal Requirements* and the entirety of this document.

### ***The following forms are to be executed after the contract is awarded:***

"Certificate of Insurance"  
"Services Agreement"



## Appendix A - Current Yakima County Benefit Plans

893 Benefit-eligible employees. The proposal is to provide coverage for 750 active employees and 100 retirees.

The following benefit plan details available at: [Benefits](#)

- Medical Coverage
  - Premera PPO
  - Premera CDHP
- Dental Coverage – 100% participation required across County
  - Delta Dental
    - PPO Classic
    - Delta Care
- Basic Life Insurance / AD&D from Symetra
  - Base coverage provided to all employees (paid by County) – 100% participation required across County
- Basic Long Term Disability Coverage from Symetra
  - Base coverage provided to most employees (paid by County) – 100% participation required by County

Retiree Coverage:

- LEOFF 1 Retirees (all Medicare eligible)
  - Premera
- Regular Retirees (Medicare eligible)
  - Premera

Coverage for following Voluntary benefits are also required:

- Term Life (Employee and / or Spouse and / or Child(ren))
- Accidental Death and Dismemberment (Employee and / or Spouse and / or Child(ren))
- Long Term Disability (Employee)
- Accident (Employee and / or Spouse and / or Child(ren))
- Critical Illness (Employee)
- Hospital Indemnity (Employee and / or Spouse and / or Child(ren))
- Legal Assistance
- Identity Theft (Employee and / or Family)
- Vision (Employee and / or Spouse and / or Child(ren))

PROPOSAL COVER SHEET

**CERTIFICATION**

I, the official named below, certify that I am duly authorized to legally bind the Offeror to the clause(s) listed below.

<i>Offeror Name (Printed)</i>		
<i>Corporate Address of Record</i>		
<i>By (Authorized Signature of Person with Authority to Obligate the Offeror Contractually)</i>		
<i>Federal Tax Identification Number</i>	<i>Unique Entity Identification Number (UEI)</i>	<i>Washington Secretary of State Business Registry Number</i>
<i>Printed Name</i>	<i>Title of Person Signing</i>	
<i>Date Signed</i>	<i>Telephone Number</i>	



PROPOSAL COVER SHEET

<i>Identify Name of Person Authorized to Negotiate the Contract on Behalf of Offeror</i>	<i>Identify Title of Person Authorized to Negotiate the Contract on Behalf of Offeror</i>	<i>Telephone Number</i>
		<i>Email Address</i>
<i>Identify Name of Person to be Contacted for Clarification of Proposal</i>	<i>Identify Title of Person Authorized to contact for clarification of Proposal</i>	<i>Telephone Number</i>
		<i>Email Address</i>

Offeror understands and accepts the requirements of this RFP. By Proposal submission, Offeror agree to be bound by the Contract terms and conditions.

Offeror acknowledges receipt of any and all Addenda to this RFP. All Addenda's will be posted on the County's e-bidding site [www.publicpurchase.com](http://www.publicpurchase.com).

INSTRUCTIONS: Provide the requested information, sign and date. If the Owner requires further description, the Owner may request Proposer to provide such information within a mandatory due date. You must submit this completed form to the Owner with your Proposal. **Failure to submit this form fully complete, may result in disqualification of Proposal.**

**PROPOSER INFORMATION****Proposer's Legal Name:** \_\_\_\_\_**Company's dba:** (if applicable) \_\_\_\_\_CEO/President  
Name: \_\_\_\_\_

Business

License No. \_\_\_\_\_

UBI No. \_\_\_\_\_

Federal

EIN No. \_\_\_\_\_

Phone ( ) \_\_\_\_\_

Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip + 4 \_\_\_\_\_

Physical Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip + 4 \_\_\_\_\_

**Name the person to contact for questions concerning this proposal.**

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_

Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip + 4 \_\_\_\_\_

Physical Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip + 4 \_\_\_\_\_



**PROPOSER  
QUESTIONNAIRE**

Page 2 of 4

**PROPOSER:** \_\_\_\_\_

**OWNERSHIP**

Is your firm a subsidiary, parent, holding company, or affiliate of another firm? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain: \_\_\_\_\_

**FINANCIAL RESOURCES AND RESPONSIBILITY**

Within the previous five years, has your firm been the debtor of a bankruptcy? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

Is your firm in the process of or in negotiations toward being sold? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

Within the previous five years, has your firm been debarred from contracting with any local, state, or federal government contract? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

Within the previous five years, has your firm been determined to be a non-responsible bidder for a proposal for any government contract? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

Within the previous five years, has a governmental or private entity terminated your firm's contract prior to contract completion? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

Within the previous five years, has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

PROPOSER: \_\_\_\_\_

**PROPOSER  
QUESTIONNAIRE**

Page 3 of 4

**DISPUTES**

Within the previous five years, has your firm been the defendant in court on a matter related to any of the following?

- Payment to subcontractors? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

- Work performance on a contract? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

Does your firm have any outstanding judgments pending against it? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

Within the previous five years, has your firm been assessed liquidated damages on a contract? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

Has your firm received notice of and/or in litigation about patent infringement for the product and/or service that your firm is offering to the county? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

**COMPLIANCE**

Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a governmental entity? *This does not include owners of stock if your firm is a publicly traded corporation.* Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

License(s) are required to perform the services sought by this solicitation. Within the previous five years, has your firm had any adverse action and/or suspension toward your license by a licensing agency or been found to have violated licensing laws? Yes: \_\_\_\_\_ No: \_\_\_\_\_



PROPOSER: \_\_\_\_\_

**PROPOSER  
QUESTIONNAIRE**

Page 4 of 4

Please explain \_\_\_\_\_

**BUSINESS INTEGRITY**

Is a governmental entity or public utility currently investigating your firm for false claims or material misrepresentations?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

Within the previous five years, has a governmental entity or public utility determined your firm made a false claim or material misrepresentation?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

Within the previous five years, has your firm or any of its owners, partners or officers been convicted of a crime involving the bidding on a government contract, the awarding of a government contract, the performance of a government contract, or of a crime of fraud, theft, embezzlement, perjury, bribery? *This does not include Owners of stock if your firm is a publicly traded corporation.*

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

**Proposer:** \_\_\_\_\_

## **PROPOSER REFERENCES**

**1) Company Name:** \_\_\_\_\_

Address (including Zip + 4): \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Contact Title: \_\_\_\_\_ Email Address: \_\_\_\_\_

Describe related experience with reference: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**2) Company Name:** \_\_\_\_\_

Address (including Zip + 4): \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Contact Title: \_\_\_\_\_ Email Address: \_\_\_\_\_

Describe related experience with reference: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3) Company Name:** \_\_\_\_\_

Address (including Zip + 4): \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Contact Title: \_\_\_\_\_ Email Address: \_\_\_\_\_

Describe related experience with reference: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## SUSPENSION AND DEBARMENT CERTIFICATION

### **Certification Regarding Debarment and Suspension and Other Responsibility Matters -Primary Covered Transactions**

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180 and 2 CFR 200.213. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

---

Business Name

---

Names(s) and Title(s) of Authorized Representative(s)

---

Signature(s)

Date

### **Instructions for Certification**

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective primary participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective primary participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**NON-COLLUSION AFFIDAVIT (Fill out, *NOTARIZE*, and return with proposal)**

State of \_\_\_\_\_, County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) (S)He is \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) of \_\_\_\_\_, the Respondent that has submitted the attached Response;
- (2) (S)He is fully informed respecting the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
- (3) Such Response is genuine and is not a collusive or sham;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham respondent in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent, firm, or person, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any person interested in the proposed Contract.

(Signed) \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me


this \_\_\_\_\_ day of \_\_\_\_\_, 2026

Title \_\_\_\_\_

My commission expires: \_\_\_\_\_

**MUST BE SUBMITTED WITH PROPOSAL**

# CERTIFICATE OF INSURANCE EXAMPLE



## CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY) 11/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> [Redacted] [Redacted] [Redacted]	<b>CONTACT</b> NAME: [Redacted] PHONE (A/C, No, Ext): [Redacted] E-MAIL: [Redacted] ADDRESS: [Redacted]  <b>INSURERS AFFORDING COVERAGE</b> <table style="width: 100%;"> <tr><td>INSURER A</td><td>[Redacted]</td><td>NAK 5</td></tr> <tr><td>INSURER B</td><td>[Redacted]</td><td></td></tr> <tr><td>INSURER C</td><td>[Redacted]</td><td></td></tr> <tr><td>INSURER D</td><td>[Redacted]</td><td></td></tr> <tr><td>INSURER E</td><td>[Redacted]</td><td></td></tr> <tr><td>INSURER F</td><td>[Redacted]</td><td></td></tr> </table>	INSURER A	[Redacted]	NAK 5	INSURER B	[Redacted]		INSURER C	[Redacted]		INSURER D	[Redacted]		INSURER E	[Redacted]		INSURER F	[Redacted]	
INSURER A	[Redacted]	NAK 5																	
INSURER B	[Redacted]																		
INSURER C	[Redacted]																		
INSURER D	[Redacted]																		
INSURER E	[Redacted]																		
INSURER F	[Redacted]																		

**COVERAGES**

**CERTIFICATE NUMBER:** [Redacted]

**REVISION NUMBER:** [Redacted]

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NAME	TYPE OF INSURANCE	ADD. INFO	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	POLICY PERIOD (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		[Redacted]	[Redacted]	[Redacted]	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Sub-coverage) \$ 2,000,000
	<input checked="" type="checkbox"/> \$1,000,000 SIB					MED LOP (Any one person) \$ Not Listed
	<input checked="" type="checkbox"/> SOA					PERSONAL & ADJ INJURY \$ 2,000,000
	GEN'L AGGREGATE LMT NOT APPLIED PERE <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJE <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>		[Redacted]	[Redacted]	[Redacted]	COMBINED SINGLE LIMIT \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO					ROCKY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LMB	<input checked="" type="checkbox"/> CLAIMS-MADE	[Redacted]	[Redacted]	[Redacted]	EACH OCCURRENCE \$ 10,000,000
	EXCESS LMB <input checked="" type="checkbox"/> RETENTION \$ 50,000					AGGREGATE \$ 10,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		[Redacted]	[Redacted]	[Redacted]	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 T.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Employee Dishonesty/Fidelity</b>		[Redacted]	[Redacted]	[Redacted]	Each Occurrence \$ 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)  
 RE: [Redacted] Yakima County sites. The City of Yakima and the County of Yakima, its agents, red volunteers, elected and appointed officials are included as additional insureds under general liability and automobile liability as required by written contract with the Named Insured. If required by the written contract or agreement with said additional insureds, this insurance shall be primary insurance to any other insurance available to said insured covering the same loss. Such other insurance available to said additional insureds shall be excess to and non-contributing to this insurance.

**CERTIFICATE HOLDER**

[Redacted]

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*[Signature]*

ACORD 25 (2016/03)

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