

Yakima County Department of Human Services



# 2025 Yakima County DOC, Probation, and Drug Court Services Request for Proposal

October 28, 2025

Grant Cycle January 1, 2026 - December 31, 2027

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## Section 1: RFP Overview

### 1.1 Introduction

The Human Services Department of Yakima County is seeking applications from agencies to provide the following services:

1. **Medication Assisted Treatment Services** in partnership with the Yakima County Department of Corrections
2. **Probation Behavioral Health Treatment Services** in partnership with the Yakima County District Court
3. **Drug Court Behavioral Health Treatment and Coordination Services** in partnership with the Yakima County Superior Court

Awards will be made for the period of January 1, 2026, to December 31, 2027. Yakima County reserves the right for year two awards to be contingent on performance in year one.

Yakima County will have no responsibility or obligation to pay any costs incurred by any applicant in preparing a response to this funding opportunity or in complying with any subsequent request by the Human Services Department for information or participation throughout the evaluation and selection process.

**If you have questions about the 2025 Yakima County DOC, Probation, and Drug Court Service RFP, please email the Department of Human Services at [HumanServices@co.yakima.wa.us](mailto:HumanServices@co.yakima.wa.us).**

### 1.2 Funding

Approximately \$2,700,000 is expected to be available through this RFP for a two-year period from Yakima County Mental Health Sales Tax.

**All funds are awarded on a reimbursement basis.** Passthrough dollars are not allowed; funds can be spent to procure items or services in alignment with the awarded scope, but awardees are not permitted to utilize these funds to fund subgrantees of their own.

### 1.3 Timeline

The Human Services Department reserves the right to change any dates in the RFP timeline.

Event	Date
<b>RFP released</b>	<b>Tuesday, October 28, 2025</b>
Information Session	Wednesday, November 19, 2025, 9:00 AM
Last day to submit questions	Friday, November 28, 2025, 12:00 PM
<b>Application Deadline</b>	<b>Monday, December 1, 2025, 8:00 AM</b>
BOCC consideration and award determination	Monday, December 8, 2025
<b>Planned Award Notification</b>	<b>Monday, December 8, 2025</b>
Contracts provided to Awardees for signature	Wednesday, December 17, 2025
Contracts signed by Awardees returned to Yakima County	Friday, December 19, 2025
Contracts signed by Board of County Commissioners	Tuesday, December 30, 2025
<b>Contract start date</b>	<b>Thursday, January 1, 2026</b>

If there are delays in this timeline resulting contracts finalized after December 30, 2025, contracts will be backdated starting January 1, 2026.

## 1.4 Technical Assistance

Information Sessions are optional, free, and open to any interested applicants.

Information Session
Date: Wednesday, November 19, 2025 Time: 9am-10am Location: Zoom (call in option available) Prior Registration Required (register <a href="#">here</a> )

Additional technical assistance can be requested directly from Human Service Department Staff. Help sessions can be provided via email, by phone, or in-person, and will be scheduled on a first-come, first-serve basis. Applicants are strongly encouraged to schedule appointments for technical assistance as early as possible, to ensure availability of staff time. To schedule a help session appointment, contact the Department of Human Services at [HumanServices@co.yakima.wa.us](mailto:HumanServices@co.yakima.wa.us), or (509) 574-1365.

Unauthorized contact regarding this RFP with County employees outside of the Human Services Department intended to circumvent the appropriate communication channels may result in disqualification. Any oral communications not documented in writing will be considered unofficial and non-binding on behalf of the County. Any questions answered in writing will be posted to the Yakima County Human Services Department website [here](#). It is the responsibility of bidders to check the website for any amendments or Q&A's related to this RFP.

## 1.5 Results-Based Accountability

The Yakima County Human Services Department is committed to identifying and supporting effective programs. In addition to being in alignment with systems mapping priorities, all investments resulting from this funding opportunity are expected to produce measurable and meaningful outcomes within our community.

All funded providers will be required to track and report service data appropriately and comply with any additional reporting requirements requested by the Human Services Department. Outcomes will also be assessed on the following criteria:

Program Accountability	<b>Behavioral Health Substance Use Disorder Coalition Priorities</b> <i>Goals developed by our community reflecting opportunities and needs within Yakima County</i>	Performance Measures determined based on applications.
	<b>Performance Measures</b> <i>How we know the desired result is achieved</i>	Performance Measures determined based on applications.

Fiscal Accountability	Expectations	<p>Administrative expenses <b>do not exceed 10%</b> of total expenditures.</p> <p>Funds are evenly <b>disbursed throughout the contract period</b>, or program communicates a clear understanding of how to maintain their operating costs once the grant funds have been utilized.</p> <p>Reimbursement paperwork is submitted by the <b>10<sup>th</sup> of every month</b>.</p> <p>Reimbursement requests are submitted with <b>minimal errors</b>.</p> <p>Submitted reimbursement requests are allowable per the funding source and the contract, grant recipients understand the scope of <b>allowability for their funding</b>.</p>
	<b>Performance Measures</b> <i>How we know the desired result is achieved</i>	<p>Administrative expenses <b>do not exceed 10%</b> of total expenditures.</p> <p><b>Less than 25%</b> of reimbursement requests are submitted late over the length of the contract period.</p> <p><b>Less than 25%</b> of reimbursement requests need to be resubmitted due to clerical errors over the length of the contract period.</p>

## Section 2: Eligibility Requirements

Programs applying for any of the funds in this RFP must first meet the basic minimum eligibility requirements established by the State of Washington and the Board of County Commissioners.

### 2.1 Program Participants

Proposed services must be within the [Yakima County limits](#).

### 2.2 Adherence to State and Federal Anti-Discrimination Laws

Program must adhere to relevant State and Federal anti-discrimination laws:

- Program ensures equal access for people experiencing homelessness regardless of race, national origin, gender identity, sexual orientation, marital status, age, veteran or military status, disability, or the use of an assistance animal.
- Programs designed to serve families with children experiencing homelessness ensure equal access regardless of family composition and regardless of the age of a minor child.
- Programs that operate gender segregated facilities allow the use of facilities consistent with the person's gender expression or identity.

### 2.3 Program Purpose

Programs must meet the specific service needs of one of the following programs.

In order to be connected with a representative from either DOC, Probation, or Drug Court in order to better understand the service need, please attend the Information Session on November 19 or contact the Yakima County Department of Human Services (see section 1.4 Technical Assistance, on page 2).

### 2.2.1 Department of Corrections (DOC) Medication Assisted Treatment Services

The objective of this project is to get residents withdrawn and detoxed from illegal drugs through the administration of Methadone Assisted Treatment (MAT) services. Services included will be physical assessments, nursing assessments, and dispensation of medications.

Successful applicant will provide the following MAT services within the Yakima County DOC Jail based on client need and medical recommendations: methadone, buprenorphine, naltrexone, naloxone.

Core components of the MAT in-jail program include:

- Dispensation of FDA approved medications for opioid use disorder
- Assessment for Opioid Use Disorder (OUD) and risk of acute withdrawal upon intake
- Development of discharge plan and re-entry coordination, including arrangements of continued care upon release of custody

Through this RFP, Yakima County seeks a partner agency that can provide staff within the Yakima County DOC Jail for the following roles:

- 1.0 FTE Mid-Level Prescriber
- 1.0 FTE Substance Use Disorder Professional Trainee (SUDP(T))
- 1.0 FTE Case Manager/PEER
- 2.0 FTE Nurse
- 1.0 Driver/Security

Associated supply and training costs will also be accepted under this application.

### 2.3.2 Probation Behavioral Health Treatment Services

The objective of this project is to pilot a non-traditional probation model focused on those probation clients who are ordered to be supervised by probation and who have a mental health evaluation/treatment requirement and may also have a substance abuse treatment requirement. These clients will be assigned to the Mental Health Supervision Team, which will be staffed by a supervising probation officer and three probation officers who will carry a caseload of no more than 75 clients.

The Mental Health Supervision Team probation officer would take a uniquely hands-on approach and work closely with the client and successful applicant to connect clients to services. This would include researching options to meet client needs, learning about how to access services, assisting the client in gaining access to those services which could include completing applications, participating in meetings with the service provider to advocate for the client, and more.

Through this RFP, Yakima County seeks a partner agency that can provide staff to partner with Yakima County Probation for the following roles:

- FTE Behavioral Health Specialist
- 0.5 FTE Therapist

Associated supply and training costs will also be accepted under this application.

### 2.3.3 Drug Court Behavioral Health Treatment and Coordination Services

The objective of this project is to provide additional support in the form of staff and additional team members to the existing Drug Court Program. This additional support will provide the resources necessary to promote positive change, ensure compliance with the Drug Court rules, establish relationships between local law enforcement and participants, create clear communication and timelines for team members, and decrease the time for individuals on the waiting list to get into the Drug Court Program.

Through this RFP, Yakima County seeks a partner agency that can provide staff to partner with Yakima County Drug Court for the following roles:

- 1.0 FTE Behavioral Health Case Manager
- 0.5 FTE Behavioral Health Therapist
- 1.0 FTE Resource Specialist

Associated supply and training costs will also be accepted under this application.

## Section 3: Application

### 3.1 Submission Instructions and Deadline

**Completed applications are due by Monday, December 1, 2025, 8:00 AM PDT.**

Applications must be completed via the [Jotform Portal](#). Applications submitted in any other format will not be accepted. Late or incomplete proposals or proposals that do not meet the minimum eligibility requirements outlined in this funding opportunity will not be accepted or reviewed for funding consideration.

Applicants must ensure applications are received by the Yakima County Human Services Department by the deadline. It is advisable to complete the application several hours prior to the deadline in case applicants encounter issues with internet connectivity which impact ability to upload documents. Yakima County is not responsible for ensuring that applications are received by the deadline.

Narrative sections are limited to 250 words per question.

Jotform link: <https://form.jotform.com/253005544810145>

### 3.2 Required Applicant Information

1. Name of Person Completing Application
2. Email of Person Completing Application
3. Phone Number of Person Completing Application
4. Primary Contact for Application (if different from Person Completing Application)

### 3.3 Required Agency Information

5. Organization Name
6. Organization Address
7. Organization Phone
8. Organization Website
9. Organization Federal Tax ID
10. Organization DUNS Number

11. Organization Type
12. Board documents (List of Board Members, Charter, Bylaws)

### 3.4 Required Funding Request Information

13. Total Amount Requested
14. Associated Yakima County Program

### 3.5 Application Questions and Rating Criteria

A. Program Description
<b>Questions</b> <ol style="list-style-type: none"> <li>15. Describe the staff positions in your proposal.</li> <li>16. Describe how your agency will meet the needs of the associated Yakima County program.</li> <li>17. Describe the intended outcomes of your proposal, and how they will be measured.</li> </ol>
<b>Rating Criteria</b> <p>A strong application meets all the criteria below:</p> <ul style="list-style-type: none"> <li>• Applicant describes a strong understanding of the issues they intend to address, the results they are seeking to improve said issues, and the strategies they are implementing to achieve said results.</li> <li>• Program has clear, measurable objectives.</li> <li>• Strategies are informed by thoughtful reflection and awareness of best practices.</li> <li>• Project is ready to be deployed quickly.</li> </ul>

B. Data Management
<b>Questions</b> <ol style="list-style-type: none"> <li>18. Describe what data will be collected as a part of this project – how it will be gathered, and what it will tell us about the effectiveness of the work.</li> <li>19. Describe your organization’s experience and capacity to collect and manage data, including confidential data.</li> <li>20. What challenges does your organization experience in collecting and managing data?</li> </ol>
<b>Rating Criteria</b> <p>A strong application meets all the criteria below:</p> <ul style="list-style-type: none"> <li>• Project has specific, measurable goals, and an understanding how to collect data that will convey the success of achieving the intended outcomes.</li> <li>• Applicant understands organizational capacity to collect and manage sensitive data.</li> <li>• Applicant understands data being collected.</li> <li>• Applicant understands and can identify current organizational barriers to effective data collection.</li> </ul>

C. Fiscal Management
<b>Questions</b> <ol style="list-style-type: none"> <li>21. Describe your organization’s financial management system. How does your organization establish and maintain accounting principles to safeguard all funds that may be awarded under the terms of this funding opportunity?</li> <li>22. Upload the results of your organization’s most recent fiscal audit. If your organization does not have audited financial statements, upload the most recent year-end financial statements.</li> </ol>



<p>23. Upload a copy of your organization's General Liability and Insurance Certificate.</p> <p>24. For non-profits:</p> <ul style="list-style-type: none"> <li>a. Upload a copy of your organization's IRS Form 990</li> <li>b. Upload a copy of your organization's 501(c)(3) Tax Exempt Letter</li> </ul> <p>25. For for-profits:</p> <ul style="list-style-type: none"> <li>a. Upload a copy of your organization's active Washington State Business License</li> <li>b. Upload a copy of your organization's Articles of Incorporation</li> </ul>
<p><b>Rating Criteria</b></p> <p>A strong application meets all the criteria below:</p> <ul style="list-style-type: none"> <li>• Applicant has a fiscal management system which maintains checks and balances and follows Generally Accepted Accounting Principles. If applicant lacks fiscal management capabilities, applicant identifies fiscal sponsor and describes their fiscal management system.</li> <li>• All necessary forms are submitted.</li> </ul>

D. Capacity and Experience
<p><b>Questions</b></p> <p>25. Describe your organization's experience that would indicate your ability to successfully execute the program you are applying for. If your agency has no experience, describe a plan for development of service capacity.</p> <p>26. Describe relevant trainings that program staff currently participate in.</p>
<p><b>Rating Criteria</b></p> <p>A strong application meets all the criteria below:</p> <ul style="list-style-type: none"> <li>• Organization has proven experience that lends itself to future success with the implementation of the program.</li> <li>• Staff are provided with the resources needed to be successful in their roles.</li> </ul>

E. Budget
<p><b>Questions</b></p> <p>27. Complete a Proposed Program Budget using the provided <a href="#">Budget Template</a>.</p> <p>28. Describe the sustainability of the other funding sources listed in your budget.</p>
<p><b>Rating Criteria</b></p> <p>A strong application meets all the criteria below:</p> <ul style="list-style-type: none"> <li>• Budget items are reasonable and appropriate given the nature of the service, the priority populations, and the proposed level of service.</li> <li>• The proposed program is cost effective given the type, quantity, and quality of services.</li> <li>• Applicant identifies other funds to be used with any funds awarded from this funding opportunity for providing the services described in the proposal and provides evidence that these funds are sustainable.</li> </ul>

## Appendix A: Sample Contract General Terms and Conditions

This sample language is meant to be an example only – final contracts may contain variations on this language and will contain project-specific Scope of Work and Budget content.

### 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 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. **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.
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. Washington State Department of Commerce most updated CHG guidelines.
  - C. Special Terms and Conditions of this Contract.
  - D. 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 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.
25. **Reporting Requirements:**

A. Homeless Management Information System (HMIS)

The Contractor shall enter data into the County Homeless Management Information System (HMIS) for every client served under this Agreement in accordance with HUD/HMIS Data Standards. Client records shall be submitted and updated, as required, **no less frequently than monthly on or before the 5th day of each month**. HMIS required data elements are determined by the funder.

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 updated within forty-eight (48) hours of an occupancy change. 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.

**B. Other Reporting Requirements**

The Contractor shall submit data required for the Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-in-Time Count, 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 homeless services provided by the Contractor shall be denied due to person's religious affiliation or lack thereof.

29. **Non-Solicitation & Recruitment of Out of County Residents:** The Contractor hereby agrees that it shall not actively solicit and/or recruit out of county clients to provide services under this contract to. The parties agree that the primary purpose of services performed under the terms of this Agreement/Contract are to serve residents of Yakima County. Contractor hereby agrees that it shall take reasonable steps to ensure that services that are provided under this Agreement/Contract are provided only to Yakima County residents. Contractors' failure to do so may result in Yakima County terminating this Agreement/Contract.
30. **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.
31. **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.

32. **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.

33. **Suspension or Termination:**

The County may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms of 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.

34. **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.

35. **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).

36. **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.
37. **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