Thurston County
Public Health and Social Services
Thurston/Mason Counties
Developmental Disabilities Program

2018 - 2019
Request for Proposal

Developmental Disabilities
Community Project Grants
Thurston and Mason Counties

September 2017
# Section 1: General Information

<table>
<thead>
<tr>
<th>Release Date:</th>
<th>September 20, 2017</th>
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</thead>
<tbody>
<tr>
<td><strong>Proposal Contact:</strong></td>
<td>Mark Moffett, Developmental Disabilities Program Specialist II</td>
</tr>
<tr>
<td></td>
<td>Phone: 360.867.2675</td>
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<tr>
<td></td>
<td>Email: <a href="mailto:moffetm@co.thurston.wa.us">moffetm@co.thurston.wa.us</a></td>
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<td><strong>Due Date:</strong></td>
<td>September 29, 2017</td>
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<td><strong>Summary of Expected Results:</strong></td>
<td>This RFP is seeking projects for supporting individuals with developmental disabilities and their families in our local community. Our purpose is to carry out the stated mission by supporting innovative solutions and funding additional services that foster community involvement in alignment with the goals and objectives of our shared counties</td>
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<td><strong>Timeline for Selection:</strong></td>
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<td></td>
<td>RFP Release Date</td>
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<td>Proposal Due Date</td>
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<td>Proposal Review/Evaluation Period</td>
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<td>Contract Award Notification</td>
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<td>Contract Start Date</td>
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<tr>
<td><strong>RFP Exhibits and Attachments</strong></td>
<td><strong>Exhibits</strong></td>
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<td></td>
<td>Proposal Coversheet</td>
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<tr>
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<td>Proposal Overview</td>
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<td><strong>Respondent Eligibility</strong></td>
<td>Respondents must demonstrate the capacity and readiness to deliver the services proposed within the RFP timeframe. If the respondent cannot show readiness, the respondent will not be considered for funding under this RFP. To be eligible for consideration under this contract, respondents must:</td>
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<td>1. Demonstrate the ability to provide the service to people with developmental disabilities and their families, as described in the proposal.</td>
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<td>2. Demonstrate an understanding of the County Guidelines.</td>
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<td>3. Demonstrate the potential to provide services that are consistent with the goals and objectives Thurston/Mason Counties Developmental Disabilities.</td>
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<td><strong>Proposal Materials</strong></td>
<td>To obtain a copy of all RFP materials, please contact the RFP Contact listed above or download all materials from <a href="http://www.co.thurston.wa.us/health/ssdd/RFP.html">http://www.co.thurston.wa.us/health/ssdd/RFP.html</a></td>
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Section 2: County Overview

Thurston/Mason Developmental Disabilities

The mission of the Thurston/Mason Developmental Disabilities (DD) Program is to work with people with developmental disabilities, families, and the community to promote everyone's well-being, rights, choices, and opportunities in living as valued, contributing and integrated members of our community. The DD program uses State DSHS grants and local property tax revenues (millage) to carry out this mission. The DSHS contracts with the Developmental Disabilities Administration and the Division of Vocational Rehabilitation to promote employment services for adults with developmental disabilities. Millage funds are used to pay for services that cannot be paid for under the DSHS contracts.

State statute (RCW 71A.20) provides funds for the coordination and provision of community services for persons with developmental disabilities. The statute directs the county governing authority of each county in the state to levy a tax to be used for the benefit of people with developmental disabilities and their families. Successful proposals will be funded primarily through these county funds.

Section 3: Request for Proposal Overview

A Request for Proposal is an opportunity to submit proposals for consideration of funding. This RFP asks for ideas for supporting individuals with developmental disabilities and their families in our local community. Our purpose is to carry out the stated mission by supporting innovative solutions while funding additional services and fostering community involvement.

Funding Priorities

The Developmental Disabilities Program seeks to fund services that meet the needs of people with developmental disabilities and their families in alignment with the following guidance:

Education
- The goal is to transition students slowly from academics to an employment focus by engaging high school students with developmental disabilities in vocationally relevant experiences. Activities will help foster participation in employment events until graduation from high school at age 21.
- Services will support school staff in the development of Individual Education Plans. Focus should be towards assisting students with developmental disabilities gain independence and the skills needed to succeed in the community as adults.
- Collaborative services that work with schools, businesses, and families to build skills and capacities for youth with developmental disabilities in finding meaningful employment.
- Outreach and development services to employers to help prepare their workforce for the inclusion of young adults with developmental disabilities.
Community Inclusion
- Programs that facilitate community inclusion for people with developmental disabilities. The goal is to connect communities on an individual level, forming friendships and engaging in meaningful activities.
- Services that support community members and organizations to promote the inclusion of people with developmental disabilities.
- Expand access to, and the participation in self-management programs for people with developmental disabilities and their families.
- Services that support people with developmental disabilities to become more independent and to live healthier lives.
- Develop services that support individuals with developmental disabilities and their families.

Personal Growth
- Programs that support people with developmental disabilities gain financial responsibility while learning money management skills.
- Assistance to people with developmental disabilities in accessing community resources and maintaining their household.

Proposal Selection and funding
All proposals will be reviewed by a volunteer Review Panel made up of people who do not have a vested interest in the process or current proposals and who have knowledge of community needs regarding individuals with developmental disabilities. Upon completion of the review process, the Panel will submit its recommendations to the Board of County Commissioners for consideration. County staff provides technical and administrative support to the Review Panel-- they do not participate in the process of selecting proposals for recommendation to the Board.

The Review Panel will review all proposals to assess how each will further the County's stated mission, identify the level of need for the proposal's services, consider if the proposal is well thought out and attainable, and evaluate if the anticipated benefit to the community is in line with the cost. To fully understand any proposal, the Panel may request more information to be presented in writing or may request an opportunity to interview the applicant. For proposals requesting a continuance of currently provided services, the Panel will additionally take into consideration factors measuring current contract performance. The Review Panel may suggest alterations in a proposal. The Review Panel's recommendations will be forwarded to the Thurston County Board of County Commissioners for approval.

Funding availability
The contracts are slated to begin on January 1, 2018 and end no later than December 31, 2019, for a maximum of two years. Up to $375,000 will be available for Thurston County DD contracts and up to $86,000 will be available for Mason County DD contracts. These amounts only apply to 2018 and 2019. Future funding is not guaranteed.

Financial resources are limited for funding proposals through this process. The County prefers to award several smaller grants rather than a few large awards.
Submitting a Proposal

Write your organization’s name in the subject line and e-mail your application and supporting documents in PDF format to moffetm@co.thurston.wa.us no later than Friday, October 13th, 2017. Applications received after this date will not be considered.

Respondents must complete the following documents when submitting proposals to the County:

- Cover sheet
- Narrative questions
- Budget
- Spending plan for salaries and wages

You may provide additional relevant information that is important for the RFP review committee to fully understand your proposal. Limit additional information to no more than five (5) typed pages, not including the cover sheet or budget pages.

An electronic version of this RFP and the required documents can be obtained at:
http://www.co.thurston.wa.us/health/ssdd/RFP.html

For questions regarding this RFP, contact:
Mark Moffett at (360) 867-2675 or moffetm@co.thurston.wa.us

The Thurston/Mason County Developmental Disabilities Program reserves the right to modify, reject, or negotiate any proposals submitted with the proposing organization prior to recommending funding of the proposal.

Note: As a requirement of any County contract, all contractors must carry liability insurance. Also, all people that participate in awarded contracts must complete and clear a criminal background check. Other requirements for contractors are contained in the County Professional Services Agreement, of which a sample is attached. A professional services contract will be required.
This Professional Services Contract is entered into in duplicate originals between the Thurston County Public Health & Social Services, Thurston/Mason Counties Developmental Disabilities Division; hereinafter “County” and the Contractor identified below, hereinafter “Contractor.”

## PARTIES TO THE CONTRACT

<table>
<thead>
<tr>
<th>Thurston County Public Health &amp; Social Services</th>
<th>Thurston/Mason Counties Developmental Disabilities Division</th>
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<tbody>
<tr>
<td></td>
<td>412 Lilly Road NE</td>
</tr>
<tr>
<td></td>
<td>Olympia, Washington 98506-5132</td>
</tr>
<tr>
<td></td>
<td>Telephone: 360-867-2517</td>
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<td></td>
<td>FAX: 360-867-2601</td>
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**TERM OF CONTRACT:** January 1, 2018 to December 31, 2019

**STATEMENT OF WORK:** Services provided by the Contractor:

A detailed description of the services to be performed by the Contractor is set forth in Exhibit A, Statement of Work.

**EXHIBITS:** The following exhibits are attached and are incorporated into this Contract: Statement of Work, Exhibit A; and Business Associate Agreement Addendum, Exhibit B.

By their signatures below, the parties agree to the terms and conditions of this Professional Services Contract and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Professional Services Contract shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Professional Services Contract.

### FOR THE CONTRACTOR

Date: ________________________________

Schelli Slaughter, Director Public Health & Social Services

### FOR THE COUNTY

Date: ________________________________

Approved as to Form:

Prosecuting Attorney’s Office

By ________________________________

Deputy Prosecuting Attorney
1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:

   **Client** is an individual or other entity applying for or receiving goods, services, and/or benefits under the Contract.

   **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

   **DDD** means the Washington State Department of Social and Health Services, Division of Developmental Disabilities, its Director, employees, and authorized agents.

   **DSHS** means the Department of Social and Health Services of the State of Washington and its Secretary, officers, employees, and authorized agents.

   **Integrated** means typical community setting not designated specifically for individuals with disabilities in which the majority of persons employed or participating are individuals without disabilities.

   **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. Personal Information includes “Protected Health Information” as set forth in 45 CFR §160.103 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under Chapters 42.56, 70.02, 70.24, 70.96A and 71.05 RCW, 42 USC §§1320 et seq., 42 CFR Part 2, or other state and federal statutes and regulations governing confidentiality or disclosure.

   **RCW** means the Revised Code of Washington. All references RCW shall include any successor, amended, or replacement statute. The RCW may be accessed at [http://apps.leg.wa.gov/rcw/](http://apps.leg.wa.gov/rcw/).

   **Subcontract** means a separate contract or arrangement between the Contractor and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to the Contract.

   **USC** means the United States Code. All references to USC shall include any successor, amended, or replacement statute. The USC may be accessed at [http://www.gpoaccess.gov/uscode/](http://www.gpoaccess.gov/uscode/).

   **WAC** means the Washington Administrative Code. All references to WAC shall include any successor, amended, or replacement regulation. The WAC may be accessed at [http://apps.leg.wa.gov/wac/](http://apps.leg.wa.gov/wac/).

2. **Purpose.** The County contracts with providers for services of benefit to people with developmental disabilities and their families in Thurston and Mason Counties using dedicated property tax that is statutorily designated for this purpose or DSHS/DDD grant-in-aid funding.
3. **Services Provided by the Contractor**

The Contractor represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Contract.

The CONTRACTOR shall perform the following services:

**Service specific are listed out here:**

a. 
b. 
c. 
d.

4. **Services Provided by the County**

In order to assist the Contractor in fulfilling its duties under this Contract, the County shall provide the following:

a. Relevant information as exists to assist the Contractor with the performance of the Contractor’s services.

b. Coordination with other County Departments or other consultants as necessary for the performance of the Contractor’s services.

5. **Consideration, Billing and Payment**

a. **Cost of Services.** For the services performed hereunder, the Contractor shall be paid in accordance with the mutually agreed upon Program Budget. The maximum total amount payable by the County to the Contractor under this Contract shall not exceed $xx,xxx. Services will be reimbursed as follows:

   | $xx,xxx | 01/01/18 – 12/31/19 | Thurston County funds for service description |

b. **Payment for Services.** No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract. The County shall pay the Contractor allowable, allocable and reimbursable costs.

c. **Monthly Vouchers and Documentation.** All requests for reimbursement by the Contractor for performance hereunder must be submitted using a County-approved invoice form. The Contractor may submit a combined claim for all programs/services covered by this Contract, provided the claim for each program/service is itemized and revenue sources are identified separately, using authorized County accounting codes.
The Contractor shall not submit invoices to the County more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time the Contractor performed work for the County during the billing period.

The Contractor must submit an original invoice with an original signature.

d. **Program Budget.** The Contractor shall provide the County with a Program Budget by 02/01/2019. The Program Budget shall include the Contractor’s projected revenues, expenditures and salaries, wages and FTE detail.

e. **Timelines and Modifications to Billings.** The County shall pay the Contractor for services rendered in the month following the actual delivery of the work. The County must receive all initial invoices with documentation within ten (10) calendar days following the last day of the month for which reimbursement is claimed. If an invoice or required documentation is incorrect, it will be returned to the Contractor. The Contractor can expect to receive payment from a correct invoice and documentation within thirty (30) days from time of receipt and approval by the County.

f. **Payment Standard.** The Contractor shall not be paid for services rendered under the Contract unless they have been performed to the satisfaction of the County.

g. **Payment Withholding Due to Non-Performance.** In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten (10) days following notice from the County, then the County may, in its sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty until such failure to perform is cured or otherwise adjudicated. “Substantial” for purposes of this Contract means faithfully fulfilling the terms of the Contract with variances only for technical or minor omissions or defects.

h. **Allowable Payment Period.** Unless otherwise provided for in this Contract, the Contractor will not be paid for any billings or invoices presented for payment prior to the execution of the Contract or after its termination.

i. **Internal Control.** The Contractor shall establish and maintain a system of internal control based on sound accounting practices to insure the efficient and proper processing and use of Contract funds.

j. **Duplicative Funding.** Services shall not be reimbursed under this Contract when the same services are paid for by another funding source including but not limited to the Rehabilitation Act of 1973 (DVR), P.L. 94-142 (Public Education), or are being funded under the Plan for Achieving Self Support (PASS), Impaired Related Work Experiences (IRWE), or other private pay arrangement.

k. **Client Eligibility.** Only persons qualified for Division of Social and Health Services (DSHS), DDD, services shall be eligible for reimbursement of direct service expenditures under this contract.
6. **Contract Evaluation, Monitoring, and Corrective Action.**

a. **On-site Evaluation.** The County will include in its contract monitoring a review of the following items to assure reasonable compliance with this Contract:

   (1) Documents verifying compliance with Contract provisions and the delivery of contracted services may include but are not limited to agency policies, client and program files, personnel records, employee timesheets and training records, activity calendars, sign-in sheets or attendance records, newsletters, board roster, board minutes, mailing lists and program announcements, emergency preparedness plans; and

   (2) Accounting procedures, practices, and records that sufficiently and properly document all invoices, expenditures and payments.

   The County may conduct at least one on-site visit for each contracted program during the period of this Contract. The County shall maintain written documentation of all evaluations and on-site visits. The Contractor shall be responsible for completing all corrective action items by the due date specified in the evaluation report.

b. **Other Audits.** This section does not preclude an audit by other duly authorized representatives of the County, the State Auditor's Office or federal officials so authorized by law, nor shall it preclude the recovery of overpayments identified through such audit procedures.

c. **Recovery of Fees.** If the Contractor bills and is paid fees for services that the County later finds were (1) not delivered or (2) not delivered in accordance with applicable standards, the Contractor shall reimburse those funds to the County.

7. **Emergency Preparedness Plan.** The Contractor should have in place an emergency plan that includes, at a minimum, staff roles and responsibilities, contact information, and procedures during an emergency/disaster.

8. **Amendments and Changes in Work.**

   a. In the event of any errors or omissions by the Contractor in the performance of any work required under this Contract, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the County.

   b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the County duly executes the Contract Amendment. Only personnel authorized to bind each of the parties shall sign an amendment.

9. **Indemnification and Hold Harmless.**

   a. The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including
costs and attorney’s fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor’s acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors of anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to assertions that information supplied or used by the Contractor or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. Provided however, that the Contractor’s obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents. Provided further, that in the event of the concurrent negligence of the parties, the Contractor’s obligations hereunder shall apply only to the percentage of fault attributable to the Contractor, its employees, agents, or subcontractors.

b. In any and all claims against the County, officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under Title 51 RCW. By executing the Contract, the Contractor acknowledges that the parties have mutually negotiated the foregoing waiver and that the provisions of this Section shall be incorporated, as relevant, into any Contract the Contractor makes with any subcontractor or agent performing work hereunder.

c. The Contractor’s obligations hereunder shall include, but are not limited to investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor’s employees, agents or subcontractors.

10. **Insurance.** The Contractor shall carry, at its own expense, the following insurance coverage for the duration of this Contract to the extent described.

a. **Professional Legal Liability:** The Contractor, if he or she is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor’s profession and shall be written subject to limits of not less than $1,000,000 per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the Contractor’s services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor’s services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

b. **Workers’ Compensation and Employer’s Liability.** The Contractor shall maintain Workers’ Compensation Insurance as required by Title 51, RCW, and shall provide evidence of coverage to the Thurston County Public Health & Social Services Department, Thurston County Developmental Disabilities Division.
The Contractor shall send to the County at the end of each quarter written verification that premium has been paid to the Washington State Department of Labor and Industries for Industrial Insurance coverage. Alternatively, the Contractor shall provide certification of approval by the Washington State Department of Labor and Industries if self-insured for Workers Compensation.

c. **Commercial General Liability.** The Contractor shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits to be determined by the size and nature of the contract. This amount will not be less than $1,000,000 per loss. The general aggregate limit shall apply separately to this Contract and be no less than $2,000,000.

1) The Contractor shall provide Commercial General Liability coverage that does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability Policy, including contractual liability coverage.

2) The Contractor’s Commercial General Liability Insurance shall include Thurston County, its officers, officials, employees and agents as additional insureds with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the County as additional insured.

3) The Contractor shall furnish the County with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing the County as an additional insured.

4) If the Contractor’s liability coverage is written as a claims-made policy, then the Contractor must evidence the purchase of an extended reporting period or “tail” coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period.

5) If the Contract is over $50,000, then the Contractor shall also maintain Employers Liability Coverage with a limit of not less than $1,000,000.

d. **Automobile Liability:** If driving is involved, the Contractor shall maintain Automobile Liability insurance with a limit of not less than $100,000 each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired and non-owned automobiles.

e. **Other Insurance Provisions.**

1) The Contractor’s liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering Thurston County, its elected and appointed officers, officials, employees and agents.

2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or agents.
3) Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

4) The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

5) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.

6) The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

f. **Verification of Coverage and Acceptability of Insurers.** The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company’s Rating of A- or better with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

1) Certificates of Insurance shall show the Certificate Holder as Thurston County. The address of the Certificate Holder shall be shown as the current address of Thurston County Public Health and Social Services Department.

2) Written notice of cancellation or change shall be mailed to the County at the following address:

   **Thurston County Public Health and Social Services**
   c/o Thurston/Mason Counties Developmental Disabilities Program Manager
   412 Lilly Road NE
   Olympia, WA 98506-5132

3) The Contractor shall furnish the County with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the County.

4) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

11. **Termination.**

a. The County may terminate this Contract for convenience in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. The County may terminate this Contract upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the County shall pay the
Contractor for all costs incurred by the Contractor in performing the Contract up to the
date of such notice. Payment will be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited, or if additional
or modified conditions are placed on such funding in any way after the effective date of
this Contract, the County may summarily terminate this Contract in whole or in part,
notwithstanding any other termination provision of the Contract. Termination under this
paragraph shall be effective upon the date specified in the written notice of termination
sent by the County to the Contractor. After the effective date, no charges incurred under
this Contract are allowable under the portions of this Contract that are terminated.

c. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach
within ten (10) days of written notice to do so by the County, the County may terminate
this Contract, in which case the County shall pay the Contractor only for the costs of
services accepted by the County, in accordance with Section 5 of this Contract. Upon
such termination, the County, at its discretion, may obtain performance of the work
elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in
completing the work and all damage sustained by the County by reason of the
Contractor’s breach. If, subsequent to termination, it is determined for any reason that (1)
the Contractor was not in default, or (2) the Contractor’s failure to perform was not its
fault or its subcontractor’s fault or negligence, the termination shall be deemed to be a
termination under subsection a of this section.

12. Termination Procedure. The following provisions apply in the event this Contract is terminated.

a. The Contractor shall cease to perform any services required by the Contract as of the
effective date of termination and shall comply with all reasonable instructions contained
in the notice of termination which are related to the transfer of clients, distribution of
property, and termination of services.

b. The Contractor shall immediately deliver to the County contact person, or to his or her
successor, all County assets (property) in the Contractor’s possession, including any
material created under the Contract. Upon failure to return County property within ten
(10) days of the Contract termination, the Contractor shall be charged with all reasonable
costs of recovery, including transportation. The Contractor shall take reasonable steps to
protect and preserve any property of the County which is in the possession of the
Contractor pending return to the County.

c. The County shall be liable for payment only for those services authorized and provided
through the date of termination. The County may pay an amount agreed to by the parties
for partially completed work and services, if work products are useful to or usable by the
County.

d. If the County terminates the Contract for default, the County may withhold a sum from
the final payment to the Contractor that the County determines necessary to protect the
County against loss or additional liability. The County shall be entitled to all remedies
available at law, in equity, or under the Contract. If it is later determined that the
Contractor was not in default, the Contractor shall be entitled to all remedies available at
law, in equity, or under the Contract.
13. **Assignment, Delegation, and Subcontracting.**

   a. The Contractor shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County. The Contractor shall be responsible for the acts and omissions of its subcontractors.

   b. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

14. **Non-Waiver of Rights.**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

15. **Independent Contractor.**

   a. The Contractor’s services shall be furnished by the Contractor as an Independent Contractor and not as an agent, employee or servant of the County. The Contractor specifically has the right to direct and control Contractor’s own activities in providing the agreed services in accordance with the specifications set out in this Contract.

   b. The Contractor acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

   c. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the County.

   d. The Contractor shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements there under pursuant to any rules or regulations.

   e. The Contractor agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the County’s Contract representative or designee.
16. **Compliance with Laws, Credentials and Minimum Requirements.** The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

a. **Activities Conducted in Accordance with Law, Rule, and Regulation.** The Contractor shall comply with the terms of Title 71A RCW, rules and regulations promulgated thereunder, and all other applicable state and federal laws, rules and regulations.

b. **Qualified Board Members.** The Contractor, if it has a board, shall encourage the inclusion of individuals with developmental disabilities and others knowledgeable about developmental disabilities who understand their responsibilities as board members, and who are able to give guidance and direction to the legal, fiscal, and program aspects of respective program activities. Board members shall not have a Contract with the Contractor to provide the services covered under this Contract, and shall not be board members, officers, or employees of any agency contracting with the Contractor to provide such services.

c. **Safeguarding Personal Information.**

   (1) Personal information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this Contract. The Contractor agrees not to release, divulge, publish, transfer, sell or otherwise make known personal information without the express written consent of the person to whom the information pertains or as provided by law.

   (2) The Contractor agrees to implement physical, electronic and managerial safeguards to maintain confidentiality of and to prevent unauthorized access to personal information. The County reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the Contractor through this Contract. To the extent required by law, the Contractor shall certify the return or destruction of all personal information upon expiration of this Contract. Any personal information provided to the Contractor by the County shall be destroyed or returned if requested in writing by the County.

   (3) Any breach of this Section may result in termination of the Contract and the demand for return of all records in connection with this Contract. The Contractor agrees to indemnify and hold harmless the County for any damages related to the Contractor’s unauthorized use or disclosure of personal information.

   (4) The provisions of this Section shall be included in any Contractor’s subcontract(s) relating to the services provided under this Contract.

17. **Health Insurance Portability and Accountability Act (HIPAA).**

The Contractor shall comply with the Business Associate Agreement Addendum as set forth in Exhibit B.

18. **Confidentiality.** The Contractor shall require each employee, subcontractor, intern, volunteer, and/or board member to sign and maintain a yearly Oath of Confidentiality.

19. **Background/Criminal History Check:** The Contractor shall verify a background/criminal history clearance for all employees, subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS clients, in accordance with RCW 43.43.830-845, RCW 74.15.030 and chapter 388-06 WAC as part of the hiring process and every three years thereafter. If the entity reviewing the application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then the County shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU) must be used to obtain verification of a background clearance. In addition, the Contractor shall have in place a system to ensure all background/criminal history clearance results are checked by someone other than the employee, subcontractor, intern and/or volunteer for whom it was submitted.

20. **Reporting Abuse and Neglect.**

The Contractor is a mandated reporter under RCW 74.34.020(1), and must comply with reporting requirements described in RCW 74.34.035, 040 and Chapter 26.44 RCW. If the County is notified by DSHS that an employee, officer or agent of the Contractor has been cited or is on the registry for a substantiated finding, the employee, officer or agent will be prohibited from providing services under this Agreement.

The Contractor shall promptly report to DSHS per DDD Policy 5.13, *Protection from Abuse: Mandatory Reporting* if: there is reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined by RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred,

If the Contractor has reason to suspect that sexual or physical assault of such a person has occurred, the Contractor shall also immediately report to the appropriate law enforcement agency.

21. **Inspection and Maintenance of Books and Records**

a. **Access to Records, Facilities and Staff.** The County may request reasonable access to the Contractor’s records, employees and agents and place of business for the purpose of monitoring, auditing, and evaluating the Contractor’s compliance with the Contract and applicable laws and regulations. In the event the County determines an investigation is needed regarding any allegations of abuse, neglect, violation of a client’s rights or other matters, the Contractor agrees to fully cooperate with the investigators and to provide reasonable access to its programs, facilities, records, employees, interns, volunteers and agents. During the term of the Contract and for one year following termination or expiration of the Contract, the Contractor shall, upon receiving reasonable written notice, provide the County with access to its place of business and to its records that are relevant to its compliance with the Contract and applicable laws and regulations.
b. **Extended Records Retention Timeframe.** During the term of the Contract and for six years after termination of the Contract, the parties shall maintain records sufficient to:

1. Document performance of all acts required by the Contract and applicable statutes, regulations, rules; and
2. Demonstrate accounting procedures, practices, and records that sufficiently and properly document all invoices, expenditures, and payments.
3. Maintain records sufficient to substantiate the Contractor’s statement of its organization’s structure, tax status, capabilities, and performance.
4. In the event of litigation, unresolved audits and/or unresolved claims, the Contractor agrees to retain all records, reports and other documentation until such litigation, claims and audits have been resolved.

22. **Order of Precedence.** In the event of an inconsistency in the Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
   - applicable federal, state, and local law, regulations, rules, and ordinances;
   - this Contract;
   - any document incorporated in the Contract by reference.

23. **Nondiscrimination.** The Contractor, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

24. **Ownership of Material.** Material produced in the performance of the work under this Contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The County agrees that if it uses any materials prepared by the Contractor for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Contractor harmless therefore to the extent such use is agreed to in writing by the Contractor.

   An electric copy of all or a portion of material produced shall be submitted to the County upon request or at the end of the job using the word processing program and version specified by the County.

25. **Treatment of Client Property.** Unless otherwise provided in the applicable Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under a 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 eighteen (18) with reasonable access to their personal property that is appropriate to the client’s age, development and needs. Upon termination or completion of the 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).

26. **Treatment of Assets Purchased by Contractor.** Title to all assets (property) purchased or furnished by the Contractor is vested in the Contractor and the County waives all claim of ownership to such property.

27. **Treatment of County Assets.** Title to all assets (property) purchased or furnished by the County for use by the Contractor during the Contract term shall remain with the County. During the term of the Contract, the Contractor shall protect, maintain, and insure all County property in the Contractor’s possession against loss or damage and shall return County property upon termination or expiration of this Contract.

28. **Disputes.** Differences between the Contractor and the County, arising under and by virtue of this Contract, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Contractor shall be decided by the County’s Contract representative or designee. All rulings, orders, instructions and decisions of the County’s Contract representative shall be final and conclusive, subject to the Contractor’s right to seek judicial relief pursuant to Section 29.

29. **Choice of Law, Jurisdiction and Venue**

   a. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

   b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

30. **Severability; Conformity.**

   a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties’ rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

   b. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

   c. Should the County determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the County may, in its sole discretion, terminate this Contract.
31. **Entire Contract.** The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

The Contract, including all documents incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of the Contract shall be deemed to exist or bind the parties.

32. **Notices.** Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Page 1. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

33. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency.

34. **Execution, Amendment, Extension and Waiver.** The Contract shall be binding on the parties only upon execution by a Thurston County representative and an authorized representative of the Contractor. The Contract may be altered, amended, extended, or waived by a written amendment executed by a Thurston County representative and an authorized representative of the Contractor.

35. **Survivability.** The terms and conditions contained in the Contract that by their sense and context are intended to survive the expiration of the Contract shall so survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Indemnification and Hold Harmless, Inspection, Safeguarding Personal Information, Health Insurance Portability and Accountability Act, Maintenance of Records, Ownership of Material, Termination, Termination Procedure, and Treatment of Assets Purchased by Contractor.

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**Exhibit “A”**

**Statement of Work**

**Detail description of work goes here:**

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