

# AGENDA REQUEST FORM

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

Prepared by:  
Mitzi Duenas

Department: Human Services

Requested Agenda Date: 07/06/2021

Presenting: Esther Magasis

Document Title:  
GCO-PORTABLE-USE-2021

*Board of County Commissioners Record Assigned*  
BOCC Agreement  
#  
**164 - 2021**  
*Yakima County, WA*

**APPROVED FOR AGENDA:**  
 Consent       Regular  
*Board of County Commissioners Determined*

Action Requested: *Check Applicable Box*


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

Describe Fiscal Impact:  
\$0

Background Information:  
This contract has no financial consideration. The Contractor will be responsible for using Yakima County portables to operate 28 overnight stay beds

Summary & Recommendation:  
This contract has no financial consideration. The Contractor will be responsible for using Yakima County portables to operate 28 overnight stay beds. Recommended to approve the Contract.




Motion:  
Motion to approve GCO-PORTABLE-USE-2021

Department Head/ Elected Official  
  
Signature

**AGREEMENT** Attached Is Approved as to Form  
Corporate Counsel Initial D.D.G.

*Late Agenda Requests Require BOCC Chairman Signature:*  
\_\_\_\_\_

**HUMAN SERVICES CONTRACT FACE SHEET**

CONTRACTOR IS A <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> VENDOR		CONTRACT NUMBER: <b>GCO-PORTABLE-USE-2021</b>
1. NAME/ADDRESS: <b>Grace City Outreach 2300 E. Birch St. Yakima, WA 98901 (509) 877-6337</b>	2. ORIGINAL CONTRACT AMOUNT:	5. PREVIOUS CONTRACT AMOUNT:
	3. CASH MATCH REQUIREMENT:	6. MODIFICATION AMOUNT:
	4. TOTAL CONTRACT AMOUNT:	7. NEW TOTAL CONTRACT AMOUNT:
8. CONTACT INFO: <b>Mike Kay, CEO PO Box 9074 Yakima, WA 98901 (503) 396-2085 chy.director@gmail.com</b>	9. COUNTY PROGRAM CONTACT INFO: <b>Yakima County Human Services Esther Magasis, Director 128 N 2<sup>nd</sup> Street, Room 102 Yakima, WA 98901-2639 (509) 574-1366 Esther.Magasis@co.yakima.wa.us</b>	10. COUNTY FISCAL CONTACT INFO: <b>Yakima County Human Services Lance Larsen, Program Analyst 128 N 2<sup>nd</sup> Street, Room 102 Yakima, WA 98901-2639 (509) 574-1369 Lance.Larsen@co.yakima.wa.us</b>
11. CONTRACT START DATE: <b>March 30, 2021</b>	12. CONTRACT END DATE: <b>June 30, 2023</b>	
13. FUNDING AUTHORITY: N/A		
14. CFDA NUMBER(S): <b>N/A</b>	15. CFDA TITLE(S): <b>N/A</b>	
16. PURPOSE: <b>This contract has no financial consideration. The Contractor will be responsible for using Yakima County portables to operate 28 overnight stay beds.</b>		
EXHIBITS: When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): <b>EXHIBIT A – Special Terms &amp; Performance Measures EXHIBIT B – Scope of Work EXHIBIT C – Performance</b>		
This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.		
<b>GRACE CITY OUTREACH</b>		<b>BOARD OF COUNTY COMMISSIONERS</b>
 _____ Mike Kay, CEO		_____ Ron Anderson, Chairman
 _____ Date		_____ Amanda McKinney, Commissioner
<b>Approved as to Form:</b>  _____ Deputy Prosecuting Attorney WISSA#35901 Agreement Number		_____ LaDon Linde, Commissioner
BOCC Agreement		<b>DATED JUN 29 2021</b>
		Attest: _____ Julie Lawrence, Clerk of the Board Linda Kay O'Hara, Deputy Clerk

**164-2021**

Yakima County, WA

## GENERAL TERMS AND CONDITIONS

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

1. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
  - A. "Contract" The term contract is intended to mean an agreement creating obligations enforceable by law between the County and the contractor. For purposes of this "contract", the parties agree that all terms contained in the General Terms and Conditions and Special Terms and Performance Measures including any Exhibits and other documents, as well as any other attachments, are considered part of the "contract".
  - B. "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
  - C. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - D. "Director" means the Director of the Yakima County 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. Special Terms and Conditions of this Contract;
  - C. This Contract.
  
21. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal

policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

22. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
23. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.
24. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Director of the 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:**

During the State of Emergency related to COVID-19 outbreak reporting is a secondary consideration. When the State of Emergency has ended, or if the County determines Grantee workload allows adequate time for reporting, the County will require reporting on the use of the funds including the number of beds created and expenditures by categories including housing, sanitation, and other costs. The Department will work with Grantees to establish reasonable reporting requirements that can be fulfilled using information collected from regular expenditure accounting systems or other readily available information source

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 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. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection,

Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.

30. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
31. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima County's right to terminate this contract under the provisions set forth in item 30 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.
32. **Suspension or Termination:**

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

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

loss or damage and shall return the County property to the County upon Contract termination or expiration, reasonable wear and tear excepted.

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

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

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

## **EXHIBIT A**

### **SPECIAL TERMS & PERFORMANCE MEASURES**

#### **1. Purpose of the Agreement:**

This contract has no financial consideration. The Contractor will be responsible for using Yakima County portables to operate 28 overnight stay beds. All County Portables will be returned to Yakima County and will remain owned by Yakima County.

The Contractor will assume the risk of loss for the use of the portables under this statement of work, minus reasonable wear and tear. The Contractor will be responsible for repair and maintenance of the portables beyond reasonable wear and tear. The Contractor agrees to follow all applicable Washington laws for maintenance and repairs of the portables, including bid and procurement laws, and processes, as well as agrees that it shall use licensed and bonded contractors for all work performed on the portables.

The Contractor will be required to carry insurance to cover the replacement cost of each portable. The insurance will need to be at a minimum \$180,000 per portable or \$730,000 in total and shall name Yakima County as an additional insured.

If all portables are not returned to Yakima County in a suitable condition, the parties agree that Contractor shall remit payment for liquidated damages in the amount of \$180,000 per portable that is ultimately not returned and/or is returned in a condition that is deemed to be excessive wear and tear condition. The parties also agree that if portables that are owned by Yakima County are not returned that Contractor will pay \$180,000 per unit of materials that are not returned.

## EXHIBIT B

### Scope of Work

Grantee commits to implementing a shelter program that uses equitable and creative approaches to bring people inside with the goal of exiting residents to permanent housing quickly as described in Grantee's application for Shelter Program funds.

#### A. Program Description: Grace City Outreach (GCO)

##### a. Overview

- i. Shelter program will serve single adults
- ii. Shelter program will add 28 beds.
- iii. Shelter program will operate as night-by-night
- iv. February 1, 2021: 8 beds hotel/motel beds will be temporarily operational.  
March 31, 2021: 28 beds will be operational at GSO site.

##### b. Facility Type

- i. GSO will operate a temporary shelter site.
- ii. The shelter program will be located at:  
2300 E Birch St,  
Yakima, WA 98901
- iii. Residents will access a heated self-contained bathroom trailer (including four toilets and two urinals), and hot water. Residents will access a self-contained shower trailer which includes six showers with hot water.
- iv. Residents are provided clean towels and personal hygiene products. Residents may access a small laundry facility on site or are provided transportation and vouchers for a laundromat.

#### B. Racial Equity

- a. GCO will implement strategies to prevent racial inequities in who is served and program outcomes.
  - i. Directors Council: The Directors Council includes individuals with diverse backgrounds, including People of Color, LGBTQ+ identifying individuals, and people with different life experiences. The Directors Council meets with the director to discuss policy, program design and development, outreach efforts and housing options or needs.
  - ii. Use data to inform planning and resource allocation. Staff collect data on where people experiencing homelessness lived prior to becoming homeless, work, or spend time. This data helps inform placed-based investments in outreach and services in order to reach People of Color equitably countywide.

C. Housing Focused Services

- i. GCO will provide housing case management to residents that is driven by the needs of the resident, is flexible, uses a strengths-based approach and is focused on obtaining and maintaining housing.

GCO will connect shelter residents to mainstream services including but not limited to behavioral health, chemical dependency, education or workforce training, employment services and permanent supportive housing.

Current staffing levels include two full time case managers who meet at least once weekly with residents. A third volunteer case manager volunteers 3 to 4 times per week.

GCO case managers meet with residents within 24 hours of intake to shelter. During their first meeting, case managers work to identify barriers, including ACES/trauma.

All shelter staff, including the director and volunteers, are trained on Trauma Informed Care, De-Escalation Techniques, Illegal Street Drugs, PTSD for Veterans, and PTSD for Domestic Violence Survivors and Trauma Informed Care for Children

D. Diversion and Problem Solving

- i. GCO will utilize problem-solving conversations to divert households from entering the shelter or utilizing crisis response system services longer term.

E. Outreach

- i. GCO will provide outreach to unsheltered individuals.

GCO operates a 24-hour Homeless Outreach Team. The team partners with local jurisdictions, acts as a contact for first responders, and address immediate needs and provide resource referrals for those experiencing unsheltered homelessness, including referrals to shelter.

F. Coordinated Entry Partnership

- a. GCO will not fill program openings through coordinated entry.
- b. GCO refers residents to coordinated entry access points, including providing transportation as needed. GCO participates in monthly provider coordinated entry meetings.

G. Administration

- i. Grantees will submit the following monthly deliverables with completeness, timeliness, accuracy and consistency:

- ii. Invoice and Voucher Detail Worksheet for reimbursement (Guidelines: Fiscal Administration).
- iii. Grantees commit to reporting complete, quality data that is timely, truthful and accurate. (Guidelines: Requirements of all Lead Grantees and Subgrantees Providing Direct Service and HMIS User Agreement).
- iv. Grantees shall comply with all of the requirements, policies and procedures in the Shelter Program Grant Guidelines.

## **EXHIBIT C Performance**

### 1. Requirements

- a. Projects are not required to meet or make progress toward performance targets as a condition of funding for the current contract period. Project performance data will impact community and state level performance measures.
- b. Grantees should aim to improve the housing outcomes of Shelter Program participants. For each intervention type funded by the Shelter Program, grantees should adopt the following performance goals:

<b>Intervention Type</b>	<b>Performance Goal</b>	<b>HMIS Calculation</b>	<b>Performance Target<sup>1</sup></b>
Emergency Shelter	<b>Increase Percent Exits to Permanent Housing</b>	Of people in the ES project who exited, those who exited to permanent housing destinations	50%
Drop-in Emergency Shelter <sup>2</sup>	<b>Increase Percent Exits to Positive Outcomes</b>	Of people in the ES project who exited, those who exited to Positive Outcome destinations	50%
Temporary Shelter Site <sup>3</sup>	<b>Increase Percent Exits to Positive Outcomes</b>	Of people in the Other project who exited, those who exited to Positive Outcome destinations	50%
All	<b>Reduce Average Length of Stay</b>	Of the people active in the project, the days homeless as measured by each client's start, exit and bed night dates strictly as entered into HMIS.	Not established

### 2. Equitable Access and Housing Outcomes

- a. Grantees should ensure equitable access to Shelter Program and equitable housing outcomes of Shelter Program participants.

<sup>1</sup> The target is the level of desirable performance and is an indicator of a high performing project.

<sup>2</sup> Drop-in Emergency Shelters offer night-by-night living arrangements that allow households to enter and exit on an irregular or daily basis and often use a Night-By-Night tracking method in HMIS.

<sup>3</sup> A Temporary Shelter Site is defined as structure(s) or a location locally permitted to provide temporary shelter for people experiencing homelessness. Tents, mitigation sites, or hosted encampments are examples of Temporary Shelter Sites.

Equitable access means that the race and ethnicity of people entering the Shelter Program are similar to the community demographics. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering the Shelter Program by race and ethnicity.

Equitable housing outcomes means that the outcomes of the Shelter Program participants should be similar, regardless of race or ethnicity.

b. Exit Destinations

<b>Exit Destinations Options</b>	<b>Positive Outcome:</b> The following destinations are considered Positive exits from Drop-in ES and Temporary Shelter Sites	<b>Permanent Housing:</b> The following destinations are considered Permanent exits from Emergency Shelters
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter	Positive Outcome	Negative Outcome
Foster Care home or foster care group home	Positive Outcome	Negative Outcome
Hospital or other residential non-psychiatric medical facility	Removed from denominator	Removed from denominator
Hotel or Motel paid for without emergency shelter voucher	Positive Outcome	Negative Outcome
Jail, prison or juvenile detention facility	Negative Outcome	Negative Outcome
Moved from one HOPWA funded project to HOPWA TH	Positive Outcome	Negative Outcome
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	Negative Outcome	Negative Outcome
Psychiatric hospital or other psychiatric facility	Positive Outcome	Negative Outcome
Residential project or halfway house with no homeless criteria	Removed from denominator	Negative Outcome
Safe Haven	Positive Outcome	Negative Outcome
Staying or living with family, temporary tenure (e.g. room, apartment or house)	Positive Outcome	Negative Outcome
Staying or living with friends, temporary tenure (e.g. room, apartment or house)	Positive Outcome	Negative Outcome
Substance abuse treatment facility or detox center	Positive Outcome	Negative Outcome
Transitional housing for homeless persons (including homeless youth)	Positive Outcome	Negative Outcome
Long-term care facility or nursing home	Positive Outcome	Removed from denominator
Host Home (non-crisis)	Positive Outcome	Permanent Housing



Moved from one HOPWA funded project to HOPWA PH	Positive Outcome	Permanent Housing
Owned by client, no ongoing housing subsidy	Positive Outcome	Permanent Housing
Owned by client, with ongoing housing subsidy	Positive Outcome	Permanent Housing
Permanent housing (other than RRH) for formerly homeless persons	Positive Outcome	Permanent Housing
Rental by client, no ongoing housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with GPD TIP housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with other ongoing housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with VASH housing subsidy	Positive Outcome	Permanent Housing
Staying or living with family, permanent tenure	Positive Outcome	Permanent Housing
Staying or living with friends, permanent tenure	Positive Outcome	Permanent Housing
Rental by client, with RRH or equivalent subsidy	Positive Outcome	Permanent Housing
Rental by client, with HCV voucher (tenant or project based)	Positive Outcome	Permanent Housing
Rental by client, with HCV voucher (tenant or project based)	Positive Outcome	Permanent Housing
Deceased	Removed from denominator	Removed from denominator
Client doesn't know	Unknown / Negative Outcome	Unknown / Negative Outcome
Client refused	Unknown / Negative Outcome	Unknown / Negative Outcome
Data not collected	Unknown / Negative Outcome	Unknown / Negative Outcome
No exit interview completed	Unknown / Negative Outcome	Unknown / Negative Outcome
Other	Unknown / Negative Outcome	Unknown / Negative Outcome