

Yakima County Department of Human Services



2025 Behavioral Health and Substance Use Disorder Request for Proposal

October 17, 2025

Grant Cycle January 1, 2026 - December 31, 2027

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Section 1: RFP Overview

1.1 Introduction

The Human Services Department of Yakima County is seeking applications from agencies to provide services related to behavioral health and substance use disorder for people living in Yakima County and supporting a holistic and effective behavioral health system. This Request for Proposal (RFP) is competitive and open to any legally constituted entities that meet the eligibility requirements specified in this application.

Programs wishing to apply should:

- 1. Be an allowable use of funds;**
- 2. Address at least one of the Yakima County Behavioral Health Substance Use Disorder Coalition Priorities addressed in this RFP; and**
- 3. Provide services within Yakima County.**

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

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

If you have questions about the 2025 Behavioral Health and Substance Use Disorder Program RFP, please email the Department of Human Services at HumanServices@co.yakima.wa.us.

1.2 Funding

Approximately \$4,000,000 is expected to be available through this RFP for a two-year period from the following sources:

Fund	RFP Amount
Mental Health Sales Tax (MHST)	\$3,000,000
Opiate Settlement Funds (OSF)	\$1,000,000
Total	\$4,000,000

Organizations may apply for more than one program. **Organizations wishing to apply for multiple programs are required to fill out a separate RFP application for each of the specific programs.** For example, an organization with a Peer Support program and an unrelated MOUD program should submit two separate applications for the two distinct programs. An organization with a single MOUD program that has a peer support component should submit only one application for MOUD with Peer Support, not two separate applications. **Separate RFPs should not contain overlapping content**—requests for funds must be clearly delineated between applications and between fund sources.

Due to differing eligibility standards, projects should apply for funds either under MHST or OSF. **Please select the fund source most appropriate for your project, and ensure your requested amount is within the available limits for the selected fund.** See Eligibility section on page 3 for full eligibility details.

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

1.3 Timeline

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

Event	Date
RFP released	Friday, October 17, 2025
Information Session #1	Wednesday, October 29, 2025, 3:00 PM
Information Session #2	Friday, October 31, 2025, 10:00 AM
Last day to submit questions	Friday, November 14, 2025, 12:00 PM
Application Deadline	Monday, November 17, 2025, 8:00 AM
BHSUDC Competitive Scoring Committee Process	November 17, 2025 - November 30, 2025
BOCC consideration and award determination	December 1, 2025 - December 8, 2025
Planned Award Notification	December 9, 2025
Contracts provided to Awardees for signature	December 17, 2025
Contracts signed by Awardees returned to Yakima County	December 19, 2025
Contracts signed by Board of County Commissioners	December 30, 2025
Contract start date	January 1, 2026

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

1.4 Technical assistance

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

Information Session #1	Information Session #2
Date: Wednesday, October 29, 2025 Time: 3pm-4pm Location: Zoom (call in option available) Prior Registration Required (register here)	Date: Friday, October 31, 2025 Time: 10am-11am Location: Zoom (call in option available) Prior Registration Required (register here)

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

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

1.5 Results-Based Accountability

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

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

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

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

Section 2: Eligibility Requirements

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

2.1 Program Participants

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

2.2 Alignment with Behavioral Health Substance Use Disorder Coalition Priorities

Priority consideration will be given to projects that address the Behavioral Health Substance Use Disorder Coalition Systems Priorities 1 and 3:

- 1. Increase in supportive housing availability with wrap-around services, including behavioral health/substance use disorder services, medical services, and dental services.**
2. Medical detox.
- 3. 24/7 warm handoffs between providers, law enforcement, and other partners engaging with people in crisis.**

Note that priority 2, medical detox, will not receive elevated consideration for this RFP because there is currently a [separate RFP](#) open for those seeking to provide medical detox services.

2.3 Adherence to State and Federal Anti-Discrimination Laws

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

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

2.4 Program Purpose

The eligibility requirements vary here for each fund type. Due to differing eligibility standards, projects should apply for funds either under MHST or OSF. Please select the fund source most appropriate for your project, and ensure your requested amount is within the available limits for the selected fund. See Funding section on page 1 for fund source amount details.

2.4.1 Mental Health Sales Tax

In order to be considered for funding, proposed projects under the Mental Health Sales Tax must be considered an allowable use under [RCW 82.14.460](#). Specifically, the law states that:

Moneys collected under this section must be used solely for the purpose of **providing for the operation or delivery of chemical dependency or mental health treatment programs and services** and for the **operation or delivery of therapeutic court programs and services**. Moneys collected by cities and counties under this section may be used for **new construction of facilities and modifications to existing facilities to address health and safety needs necessary for the provision, operation, or delivery of chemical dependency or mental health treatment programs or services otherwise funded with moneys collected in this section**. For the purposes of this section, "programs and services" includes, but is not limited to, **treatment services, case management, transportation, and housing that are a component of a coordinated chemical dependency or mental health treatment program or service**. [...] All moneys collected under this section must be used solely for the purpose of providing **new or expanded programs and services as provided in this section**.

2.4.2 Opiate Settlement Funds

In order to be considered for funding, proposed projects under the Opiate Settlement Funds must be considered an allowable use under the [Washington State Office of the Attorney Generals' Approved Uses](#) (allowable uses found starting on Page E-4). A summary of the approved uses is listed below, but applicants applying under this fund source are asked to review the detailed overview provided in the link in this section to understand the specific strategy their project best aligns with.

Part One: Treatment

- A. Treat Opioid Use Disorder (OUD)
- B. Support people in treatment and recovery
- C. Connect people who need help to the help they need (connections to care)
- D. Address the needs of criminal justice-involved persons
- E. Address the needs of pregnant or parenting women and their families, including babies with neonatal abstinence syndrome

Part Two: Prevention

- F. Prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids
- G. Prevent misuse of opioids
- H. Prevent overdose death and other harms (hard reduction)

Part Three: Other Strategies

- I. First responders
- J. Leadership, planning, and coordination
- K. Training
- L. Research

Section 3: Application

3.1 Submission Instructions and Deadline

Completed applications are due by Monday, November 17, 2025, 8:00 AM PDT.

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

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

Organizations wishing to apply for multiple programs or applying for programs that are eligible for more than one of the funded categories are required to fill out a separate RFP application for each of the specific programs/program types.

Narrative sections are limited to 250 words per question.

Jotform link: <https://form.jotform.com/252865125805157>

3.2 Required Applicant Information

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

3.3 Required Agency Information

5. Organization Name
6. Organization Address
7. Organization Phone
8. Organization Website
9. Organization Federal Tax ID
10. Organization UEI Number
11. Organization Type
12. Board documents (List of Board Members, Charter, Bylaws)

3.4 Required Funding Request Information

13. Total Amount Requested
14. Fund Source Requested
15. [For MHST applicants only] Is this a new or expanded service, or if it is an existing service is it a service currently being funded by MHST dollars?

3.5 Application Questions and Rating Criteria

A. Program Description
<p>Questions</p> <ol style="list-style-type: none">16. Describe the project you are requesting funding to support, and how it will address a problem and/or improve services in the community.17. What are the intended outcomes of the proposed services? How would they be measured in order to demonstrate effectiveness?18. Include the anticipated number of unduplicated clients to be served annually by this project.19. Describe how the delivery of your program is in alignment with existing best practices. Site peer-reviewed research backing up best practices if possible.20. Indicate which areas within Yakima County will be served by your program. If applicable, briefly highlight any specific geographic areas of focus within those areas (e.g., "serving lower valley with a focus on Sunnyside and Toppenish").21. Identify which, if any, of the two BHSUDC Priorities your program addresses, and describe how.22. [For OSF applicants only] Indicate which of the OSF Allowable Uses your project fulfills.
<p>Rating Criteria</p> <p>A strong application meets all the criteria below:</p> <ul style="list-style-type: none">• Applicant describes a strong understanding of the issues they intend to address, the results they are seeking to improve said issues, and the strategies they are implementing to achieve said results.• Program has clear, measurable objectives.• Strategies are informed by thoughtful reflection and awareness of best practices.• Project meets the criteria of the appropriate funding stream.

B. Population Description

Questions

23. Describe the specific population(s) that the program intends to serve.
24. Identify the strengths, assets, challenges, and concerns of the specific population(s) the program intends to serve.
25. Describe how the program will reach the target population(s), and how it will address any barriers that might prevent access to services (e.g., language, transportation, cultural differences).

Rating Criteria

A strong application meets all the criteria below:

- Applicant describes a strong understanding of the population(s) they intend to serve, and an understanding of their unique characteristics, experiences, strengths, needs, and concerns.
- Applicant describes how target population(s) will be reached and how potential barriers to accessing services will be addressed.

C. Data Management

Questions

26. Describe what data will be collected as a part of this project – how it will be gathered, and what it will tell us about the effectiveness of the work.
27. Describe your organization's experience and capacity to collect and manage data, including confidential data.
28. What challenges does your organization experience in collecting and managing data?

Rating Criteria

A strong application meets all the criteria below:

- Project has specific, measurable goals, and an understanding how to collect data that will convey the success of achieving the intended outcomes.
- Applicant understands organizational capacity to collect and manage sensitive data.
- Applicant understands data being collected.
- Applicant understands and can identify current organizational barriers to effective data collection.

D. Fiscal Management

Questions

29. Describe your organization's financial management system. How does your organization establish and maintain accounting principles to safeguard all funds that may be awarded under the terms of this funding opportunity?
30. Upload the results of your organization's most recent fiscal audit. If your organization does not have audited financial statements, upload the most recent year-end financial statements.
31. Upload a copy of your organization's General Liability and Insurance Certificate.
32. For non-profits:
 - a. Upload a copy of your organization's IRS Form 990
 - b. Upload a copy of your organization's 501(c)(3) Tax Exempt Letter
33. For for-profits:

<ol style="list-style-type: none"> a. Upload a copy of your organization's active Washington State Business License b. Upload a copy of your organization's Articles of Incorporation

Rating Criteria

A strong application meets all the criteria below:

- Applicant has a fiscal management system which maintains checks and balances and follows Generally Accepted Accounting Principles. If applicant lacks fiscal management capabilities, applicant identifies fiscal sponsor and describes their fiscal management system.
- All necessary forms are submitted.

<p>E. Capacity and Experience</p>

Questions

34. Describe your organization's experience that would indicate your ability to successfully execute the program you are applying for. If your agency has no experience, describe a plan for development of service capacity.
35. Describe relevant trainings that program staff currently participate in.

Rating Criteria

A strong application meets all the criteria below:

- Organization has proven experience that lends itself to future success with the implementation of the program.
- Staff are provided with the resources needed to be successful in their roles.

<p>F. Partnerships and Collaborations</p>

Questions

36. Will your organization partner with other organizations to deliver on the activities of the program?
37. If the answer above was yes:
 - a. Describe your partnerships, including the names and roles of organizations.
 - b. How will this/these collaboration(s) enhance services to benefit clients?
 - c. How will this/these collaboration(s) streamline services and build efficiencies?
 - d. Upload a signed letter of intent from the collaborating agency(ies) listed, confirming that collaboration will exist as described.

Rating Criteria

A strong application meets all the criteria below:

- Applicant describes effective partnerships that enhance service quality, minimize duplication, and amplify available resources.
- Applicant describes clear partnership responsibilities in deliveries services, managing data, and reporting.
- Applicant describes ability to oversee and monitor partner agency activities to ensure accountability in shared work.
- Applicant describes how collaboration benefits program participants.
- Applicant submitted signed letters of intent from partners—not letters of general support, but letters of intent clearly validating their role in the partnership as described.
- Applicant describes how participants will be referred to other programs and agencies in a proactive, seamless, participant-friendly manner.

G. Budget

Questions

38. Complete a Proposed Program Budget using the provided [Budget Template](#).
39. Describe the sustainability of the other funding sources listed in your budget.

Rating Criteria

A strong application meets all the criteria below:

- Budget items are reasonable and appropriate given the nature of the service, the priority populations, and the proposed level of service.
- The proposed program is cost effective given the type, quantity, and quality of services.
- Applicant identifies other funds to be used with any funds awarded from this funding opportunity for providing the services described in the proposal and provides evidence that these funds are sustainable.

Appendix A: Sample Contract General Terms and Conditions

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

GENERAL TERMS AND CONDITIONS

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

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

- H. “RCW” means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
- I. “Subcontract” means a separate contract between the Contractor and an individual or entity (“Subrecipient”) to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.
- J. “WAC” means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.

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

- A. Confidential information as used in this section includes:
 - I. All material provided to the Contractor by the County that is designated as “confidential”.
 - II. All material produced by the Contractor that is designated as “confidential” by the County.
 - III. All personal information in the possession of the Contractor that may not be disclosed under State or Federal law. “Personal Information” includes but is not limited to: information related to a person’s name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver’s license number and other identifying numbers, and “Protected Health Information” (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPPA).
- B. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure, or violation of any State or Federal laws related thereto. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this agreement, whenever the County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of a Confidential Information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

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

9. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principals or Subrecipients becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.

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

The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.
14. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
15. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or

relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.

16. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 16 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 16, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.
17. **Insurance:**
 - A. The County certifies that it is insured as a member of the Washington Counties Risk Pool, and is otherwise self-insured, and can pay for losses for which it is found liable.
 - B. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and automobile liability insurance with minimum limits of \$2,000,000 per occurrence and \$5,000,000 aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima County, its officers, employees, agents, and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall, provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under this Agreement.
18. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:
 - A. Document performance of all acts required by law, regulation, or this Contract;

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

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

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

20. **Order of Precedence:** In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- A. Applicable federal and State of Washington statutes and regulations.
- B. Washington State Department of Commerce most updated CHG guidelines.
- C. Special Terms and Conditions of this Contract.
- D. This Contract.

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

22. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall

cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.

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

25. **Reporting Requirements:**

- A. **Homeless Management Information System (HMIS)**

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

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

The Contractor shall ensure that all applicable staff are fully trained and certified to operate the current prioritization tools as required by local, state, or federal Coordinated Entry guidelines

(i.e. HENA/YAHA)) prior to using these systems. Contractors providing permanent supportive housing and transitional housing programs will complete a vulnerability assessment on all program participants at program entry, program exit, and if applicable, annually.

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

B. Other Reporting Requirements

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

26. **Contract Management Standards:** The Contractor shall maintain accurate records to account for its expenditures and program performance. The County has the right to monitor and audit the finances of the Contractor to ensure actual expenditures remain consistent with the spirit and intent of this Agreement. The County designee may inspect and audit all records and other materials and the Contractor shall make such available upon request.
27. **Internal Auditing Controls:** The Contractor shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All Contractor records with respect to any matters covered by this Agreement shall be made available to the County, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

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

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

The Contractor that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the Contractor's most recent Audited Financial Statement to the County's

Contract Representative, designated on the Face Sheet of this Agreement. The Contractor that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of Contractor's fiscal year end to the County's Contract Representative by mail.

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

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

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

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

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

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

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

30. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.

31. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

32. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima County's right to terminate this contract under the provisions set forth in item 30 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.

33. **Suspension or Termination:**

The County may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms or this Agreement, which included but are not limited to the following:

- A. Failure to comply with the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, policies, or directives as may become applicable at any time; and
- B. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement; and
- C. Ineffective or improper use of funds provided under this Agreement; and/or
- D. Submission by the Contractor to the County reports that are incorrect or incomplete in any material respect.

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

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

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

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

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

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

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