

CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for GCBH and their contact information are identified on the Face Sheet of this Contract.

2. COMPENSATION

GCBH shall pay an amount not to exceed **\$53,955** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be in accordance with the terms and conditions of this contract and as outlined in Attachment B.

3. BILLING PROCEDURES AND PAYMENT

GCBH will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to GCBH not more often than monthly. **Invoices are due by the 10th of the month following the service month for which reimbursement is requested.**

The invoices shall describe and document, to GCBH's and COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the ASO/DOC Grant Number **24-46409-003**. If expenses are invoiced, provide a detailed breakdown of each type.

Payment shall be considered timely if made by GCBH within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

GCBH may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by GCBH.

Final invoices for a state fiscal year may be due sooner than the 10th and GCBH will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, 2024 regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill GCBH for services performed under this Agreement, and GCBH shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontracts.

GCBH may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE/GCBH of the final report or completion of the project, etc.

4. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by GCBH on behalf of COMMERCE and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors.

“Subcontractors” shall mean subcontractors of any tier.

5. INSURANCE

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing under the terms of this Contract.

The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name GCBH, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall provide GCBH thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit to GCBH within fifteen (15) calendar days of the Contract start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, if required or requested, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section. The Grantee shall provide, at GCBH's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that GCBH will be provided thirty (30) days' advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Contractor or its subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage. **Local Government Grantees that Participate in a Self-Insurance Program**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from GCBH, the Contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from GCBH, the CONTRACTOR shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Contractor's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees

need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Contractor shall provide annually to GCBH a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

6. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and State of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- CBRA Program Guidelines
- Exhibit H
- Exhibit R
- Exhibit S
- Exhibit U-1

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1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.

"Contract" or "Agreement" means the entire written agreement between GCBH on behalf of COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference. Email or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- C. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the.
- D. "Personal Information" shall mean 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.
- E. "State" shall mean the State of Washington.
- F. "subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" refers to any tier.
- G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" is an entity that agrees to provide the amount and kind of services requested in contract; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE guidelines and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Contractor shall provide access to data generated under this Contract to GCBH and COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by GCBH and/or COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

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6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of GCBH.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. “Confidential Information” as used in this section includes:

1. All material provided to the Contractor by GCBH on behalf of COMMERCE that is designated as “confidential” by GCBH and COMMERCE ;
2. All material produced by the Contractor that is designated as “confidential” by GCBH and COMMERCE; and
3. 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” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of GCBH or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide GCBH with its policies and procedures on confidentiality. GCBH may require changes to such policies and procedures as they apply to this Contract whenever GCBH reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by GCBH.

Upon request, the Contractor shall immediately return to GCBH any Confidential Information that GCBH reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

Unauthorized Use or Disclosure. The Contractor shall notify GCBH within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

10. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the GCBH may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by GCBH that there is a violation of the Ethics in Public Service Act, Chapters

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42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the GCBH program administering this Grant, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24-month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by GCBH that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, GCBH shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of GCBH provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which GCBH makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

11. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by GCBH. GCBH shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to GCBH effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to GCBH a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to GCBH.

The Contractor shall exert all reasonable effort to advise GCBH, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide GCBH with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. GCBH shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

12. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the

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Director of GCBH, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

13. DUPLICATE PAYMENT

GCBH shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract, subcontract, or agreement, for the same services or expenses.

14. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Benton County.

15. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor and GCBH must each indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's and GCBH's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's and/or GCBH agents, employees, representatives, or any subcontractor or its employees.

The Contractor and GCBH expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's, GCBH or any subcontractor's performance or failure to perform the contract. The Contractor's and GCBH's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

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16. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington, GCBH. The Contractor will not hold itself out as or claim to be an officer or employee of GCBH or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

17. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, GCBH may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. GCBH may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by GCBH under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

18. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

19. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

20. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with GCBH. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

22. PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

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B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

(i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

(ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by GCBH, if GCBH or the Department of Enterprise services determines that the Contractor is not in compliance with this provision.

23. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

24. PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or GCBH's or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's, GCBH's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of GCBH and COMMERCE.

25. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, GCBH on behalf of COMMERCE reserves the right to recapture funds in an amount to compensate GCBH on behalf of COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by GCBH on behalf of COMMERCE. In the alternative, GCBH may recapture such funds from payments due under this Contract.

26. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by GCBH, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to GCBH, COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, GCBH on behalf of COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

31. SITE SECURITY

While on GCBH premises, the Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of GCBH.

If GCBH approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, GCBH in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to GCBH if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to GCBH for any breach in the performance of the Contractor's duties. Every subcontract shall include a term that GCBH, COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

33. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

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34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

35. TERMINATION FOR CAUSE

In the event GCBH determines the Contractor has failed to comply with the conditions of this contract in a timely manner, GCBH has the right to suspend or terminate this contract. Before suspending or terminating the contract, GCBH shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

GCBH reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by GCBH to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of GCBH provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

Notwithstanding any other provision of this Contract, GCBH or Contractor may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract in whole or in part. If this Contract is so terminated, GCBH shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

37. TERMINATION PROCEDURES

Upon termination of this contract, GCBH, in addition to any other rights provided in this contract, may require the Contractor to deliver to GCBH any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

GCBH shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by GCBH, and the amount agreed upon by the Contractor and GCBH for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by GCBH, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of GCBH. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract.

GCBH may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect GCBH against potential loss or liability.

The rights and remedies of GCBH provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A.** Stop work under the contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C.** Assign to GCBH , in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subgrants/subcontracts so terminated, in which case GCBH has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E.** Transfer title to GCBH and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to GCBH ;
- F.** Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G.** Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which GCBH has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by GCBH shall remain in GCBH. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in GCBH upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by GCBH in whole or in part, whichever first occurs.

- A.** Any property of GCBH furnished to the Contractor shall, unless otherwise provided herein or approved by GCBH, be used only for the performance of this contract.
- B.** The Contractor shall be responsible for any loss or damage to property of GCBH that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C.** If any GCBH property is lost, destroyed or damaged, the Contractor shall immediately notify GCBH and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to GCBH all property of GCBH prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of GCBH.

Attachment A

Scope of Work

Contractor will utilize funding under this contract to provide long-term or bridge subsidy for eligible households within the eligible population described below and for subsidies being paid for in Garfield and Asotin Counties. Contractor shall provide funding for subsidies in Garfield and Asotin Counties as equitable as possible between the two counties utilizing the population percentages provided by GCBH and described below in Attachment B.

Eligible Population for Housing Subsidy Funded Under This Contract:

Adults (and their households) who have a diagnosed behavioral health condition, are eligible for services from an approved long-term supports program, and demonstrate a need for long-term subsidy.

(See: Program Guidelines, Overview and Program Eligibility)

Contractors shall commit to prioritizing subsidies for the priority populations described below:

Priority Population for Housing Subsidy funded under this Contract:

Households that meet one or more of the following:

- Discharging or needing to discharge from a psychiatric hospital or other psychiatric inpatient setting.
- Discharged from a psychiatric hospital or other psychiatric inpatient setting within the past 12 months.

(See: Program Guidelines, Priority Populations)

Contractors shall submit the following deliverables on time with truthful, accurate information:

Monthly Invoices and Required Back-Up Documentation

- submitted online using the Contract Management System (CMS) through Secure Access Washington (SAW)
(See: Program Guidelines, Reimbursements)
- Annual County Expenditure Report Information to the lead of each county homelessness crisis response system within the service area.
(See: Program Guidelines, Reporting Requirements)
- Accurate and Timely Data Entry into the Homeless Management Information System Database.
(See: Program Guidelines, HMIS and Data Quality)

Contractors shall comply with all of the requirements, policies and procedures in the most up-to-date version of the Community Behavioral Health Rental Assistance Program Guidelines.

Consequences of non-compliance:

- a. If GCBH or COMMERCE determines that a Contractor is failing to comply with the Guidelines, Terms, and Conditions, Commerce/GCBH will notify Contractor that Contractor will receive technical assistance and be required to respond to a corrective action plan to address and remedy the noncompliance.
- b. If the Contractor is still out of compliance after the technical assistance, GCBH on behalf of COMMERCE may move the Contractor into a probationary period with a second corrective action plan and may reduce the grant total by 20%.
- c. If the Contractor remains out of compliance after the probation period, GCBH on behalf of COMMERCE may terminate the grant per the General Terms and Conditions TERMINATION FOR CAUSE.

BILLING

GCBH will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to GCBH not more often than monthly. **Invoices are due by the 10th of the month following the service month for which reimbursement is requested.**

The invoices shall describe and document, to GCBH to meet COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the ASO/DOC Grant Number **24-46409-003**. If expenses are invoiced, provide a detailed breakdown of each type.

Payment shall be considered timely if made by GCBH within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

GCBH may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by GCBH.

Final invoices for a state fiscal year may be due sooner than the 10th and GCBH will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill GCBH for services performed under this Agreement, and GCBH shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontracts.

GCBH may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report or completion of the project, etc.

**Attachment B
BUDGET**

Budget	Total
Admin	\$2,391.00
Program Operations	\$20,486.00
Rent Assistance*	\$31,078.00
Total	\$53,955.00

***The Rent Assistance will be used as equitably as possible between Garfield and Asotin with the following guideline: Garfield County will have available approximately \$6,603 of the Rent Assistance for serving individuals within Garfield County, Asotin County will have approximately \$24,475 of the Rent Assistance available for serving individuals in Asotin County. Significant deviation (>10%) from these guidelines will require prior approval from GCBH.**