

Snohomish County Human Services
 3000 Rockefeller Avenue, M/S 305 | Everett, WA 98201
 (425) 388-7200



CONTRACT SPECIFICS	Contract Number: _____	Maximum Contract Amount: _____		
	Title of Project / Service: _____			
	Start Date: _____	End Date: _____		
CONTRACTING ORGANIZATION	Status Determination: _____			
	Agency Name: _____			
	Address: _____			
	City, State & Zip: _____	IRS Tax No. / EIN: _____		
	Contact Person: _____	Unique Entity Identifier: _____		
	Telephone: _____	Email Address: _____		
FUNDING SPECIFICS	Funding Authority: _____			
	ALN* No. & Title: _____			
	Funding Specifics: _____			
	Funding Source: _____	Federal Funding Addendum Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
COUNTY	Program Division	Contact Person	Contact Email	Contact Phone
	_____	_____	_____	_____

Additional terms of this Contract are set out in and governed by the following, which are incorporated herein by reference:

General Terms and Conditions

Specific Terms and Conditions	Attached as Exhibit A	Safety/Security Policies	Attached as Attachment 3
Scope of Work	Attached as Exhibit B	Approved Contract Budget	Attached as Exhibit C
Code of Conduct	Attached as Attachment 1	Furniture, Fixtures and Equipment	Attached as Exhibit D
Eligibility Referral Policies	Attached as Attachment 2		

In the event of any inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) appropriate provisions of state and federal law, (b) Specific Terms and Conditions, (c) Scope of Work, (d) Business Associate Agreement, (e) other attachments incorporated by reference, and (f) other documents incorporated by reference.

THE CONTRACTING ORGANIZATION IDENTIFIED ABOVE (HEREINAFTER REFERRED TO AS AGENCY), AND SNOHOMISH COUNTY (HEREINAFTER REFERRED TO AS COUNTY), HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CONTRACT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW. BY SIGNING, THE CONTRACTOR IS CERTIFYING THAT IT IS NOT DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED FROM PARTICIPATING IN FEDERALLY FUNDED PROGRAMS.

*** ALN is the Assistance Listing Number formerly known as CFDA number for federal funding**

FOR THE CONTRACTING ORGANIZATION:

(Signature)

(Date)

(Title)

FOR SNOHOMISH COUNTY:

Mary Jane Brell Vujovic, Director
 Department of Human Services

(Date)

AGREEMENT
BETWEEN
SNOHOMISH COUNTY
AND
YWCA OF SEATTLE, KING AND SNOHOMISH COUNTY
FOR THE NEW START CENTER

TABLE OF CONTENTS

Contents

I.	PURPOSE	3
II.	DEFINITIONS	3
III.	ASSIGNMENT AND DELEGATION.....	5
IV.	SUBCONTRACTING	5
V.	DUPLICATION OF EFFORT	7
VI.	RELATIONSHIPS OF PARTIES.....	7
VII.	DEBARMENT AND SUSPENSION	7
VIII.	CONFLICTS OF INTEREST AND KICKBACKS	8
IX.	COVENANT AGAINST CONTINGENT FEES	9
X.	NONWAIVER OF COUNTY RIGHTS	9
XI.	PERFORMANCE STANDARDS, LICENSING AND REGISTRATION	9
XII.	SERVICES PROVIDED IN ACCORDANCE WITH LAW	9
XIII.	PUBLIC RECORDS	9
XIV.	COMPLIANCE WITH FUNDING SOURCE REQUIREMENTS.....	10
XV.	PROPRIETARY SOFTWARE APPLICATIONS	10
XVI.	COMPLIANCE WITH SNOHOMISH COUNTY HUMAN RIGHTS ORDINANCE	10
XVII.	NONDISCRIMINATION	11
XVIII.	NONCOMPLIANCE WITH NONDISCRIMINATION TERMS	12
XIX.	[Intentionally deleted].....	12
XX.	CONFIDENTIALITY	12
XXI.	BACKGROUND CHECKS	13
XXII.	TREATMENT OF CLIENT ASSETS	13
XXIII.	REPORTS	14
XXIV.	MAINTENANCE OF RECORDS	14
XXV.	RIGHTS IN DATA	14
XXVI.	OWNERSHIP OF MATERIAL.....	15
XXVII.	OWNERSHIP OF REAL PROPERTY, EQUIPMENT AND SUPPLIES.....	15
XXVIII.	RIGHT OF INSPECTION AND ACCESS.....	16
XXIX.	TREATMENT OF ASSETS	16
XXX.	PROCUREMENT STANDARDS.....	17
XXXI.	FISCAL ACCOUNTABILITY STANDARDS	18

XXXII. REIMBURSEMENT PROCEDURES	19
XXXIII. BUDGET REVISIONS	19
XXXIV. AUDIT REQUIREMENTS	20
XXXV. OVERPAYMENTS AND ASSERTION OF LIEN.....	22
XXXVI. INSURANCE.....	22
XXXVII. INDEMNIFICATION.....	25
XXXVIII. DISPUTES.....	25
XXXIX. [Intentionally deleted.].....	26
XL. DRUG-FREE WORKPLACE.....	26
XLI. CHANGES AND MODIFICATIONS	26
XLII. TERMINATION OR SUSPENSION	26
XLIII. SEVERABILITY	29
XLIV. CLOSE-OUT PROCEDURES.....	29
XLV. LOBBYING AND CERTIFICATION.....	29
XLVI. VENUE STIPULATION/GOVERNING LAW	30
XLVII. NOTICES.....	30
XLVIII. ACCEPTABLE FORM OF SIGNATURE.....	30
XLIX. SIGNATURE AUTHORIZATION FORMS.....	30
L. SURVIVABILITY	30
LI. ENTIRE AGREEMENT	31
LII. ORDER OF PRECEDENCE	31
LIII. WAIVER.....	31
LIV. FORCE MAJEURE	31
LV. EXECUTION IN COUNTERPARTS.....	31
LVI. Compliance with Grant terms and conditions.....	31

EXHIBITS

Exhibit A—AHBH Funding Conditions

Exhibit B—Scope of Work

- Attachment 1
- Attachment 2
- Attachment 3

Exhibit C—Project Budget

Exhibit D—Furniture, Fixtures, and Equipment (FF and E)

GENERAL TERMS AND CONDITIONS

I. PURPOSE

It is the purpose of this document to establish appropriate general terms and conditions for the operation of the New Start Center by Agency. Funding terms and conditions are set forth in Exhibit A; the Scope of Work is set forth in Exhibit B; the Project Budget is set forth in Exhibit C; and Furniture, Fixtures, and Equipment is set forth in Exhibit D.

II. DEFINITIONS

As used throughout this Agreement, unless specified otherwise, the following terms shall have the meanings set forth below:

- A. "Acquisition costs" shall mean that amount expended for property, excluding interest, plus, in the case of property acquired with a trade-in, the book value (acquisition cost less the amount depreciated through the date of trade-in) of the property traded in. Property which was expended when acquired has a book value of zero when traded in.
- B. "Agency" shall mean the entity that is a party to this Agreement, and includes the Agency's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For purposes of this Agreement, neither the Agency nor its officers, directors, trustees, employees or agents shall be considered an employee of the County.
- C. "Assignment" shall mean the act of transferring the rights and obligations of a party under this Agreement to another not party to this Agreement.
- D. "BARS" shall mean the "Budgeting, Accounting, and Reporting System for Counties and Cities and Other Local Governments," as now or hereafter amended, issued by the Office of the State Auditor, State of Washington, and the BARS Manual Supplements issued by state agencies.
- E. "CFR" shall mean the Code of Federal Regulations. All references in this Agreement to the CFR shall include any successor, amended, or replacement regulation.
- F. "Client" shall mean an individual who is eligible for or receiving services provided by the Agency in connection with this Agreement.
- G. "Confidential Information" shall mean information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
- H. [Intentionally Deleted.]
- I. "Contractor" shall mean an entity that agrees to provide the amount and kind of services requested; provides services only for those determined to be eligible; and provides services on a fee-for-service and/or per-unit basis with contractual penalties if it fails to meet program performance standards.

- J. "Debarment" shall mean an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- K. "Director" shall mean the Director of the Snohomish County Human Services Department and/or the delegate authorized in writing to act on the Director's behalf.
- L. "Equipment" shall mean an article of nonexpendable, tangible personal property (including information technology systems) having a useful life of more than one (1) year and an acquisition cost of \$10,000 or more per unit.
- M. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 79 Stat. 1936), as codified at 42 U.S.C. §§ 1320d-d8, and its implementing regulations set forth at 45 CFR Parts 160 and 164.
- N. "Nonexpendable personal property" shall mean tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$5000 or more per unit.
- O. "OMB" shall mean the federal Office of Management and Budget.
- P. "Uniform Guidance" shall refer to 2 CFR Part 200, et. seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Q. "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.
- R. "Personal property" shall mean property of any kind except real property.
- S. "RCW" shall mean the Revised Code of Washington. All references to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters and sections can be accessed at <http://slc.leg.wa.gov/>.
- T. "Real property" shall mean any interest in land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
- U. "Regulation" shall mean any federal, state, or local regulation, rule, or ordinance.
- V. "Secure Area" shall mean an area to which only authorized representatives of the entity possessing the Personal Information have access. Secured Areas may include buildings, rooms, or locked storage containers (such as filing cabinets) within a room, as long as access to the Personal Information is not available to unauthorized personnel.
- W. "Subcontract" shall mean any separate agreement or contract between the Agency and a Subagency to perform all or a portion of the duties and obligations that the Agency is obligated to perform pursuant to this Agreement.
- X. "Subagency" shall mean any person, partnership, corporation, association, or organization, not in the employment of the Agency, who is performing under contract with the Agency in any tier, all or part of any services under this Agreement.
- Y. "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 who is a beneficiary or participant of such a program. A Subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

Z. "Supplies" shall mean all tangible personal property other than equipment.

AA. "Trusted System" includes only the following methods of physical delivery:

1. Hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt;
2. United States Postal Service (USPS) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; and
3. Commercial delivery services (e.g., FedEx, UPS, DHL) that offer tracking and receipt confirmation.

BB. "Useful life" of property shall mean its useful life as based on the U.S. Department of Treasury, Internal Revenue Service, policies and regulations on depreciation for federal tax purposes, unless the Agency can document to the written satisfaction of the County some different period.

CC. "WAC" shall mean the Washington Administrative Code. All references to WAC chapters or sections shall include any successor, amended or replacement regulation. Pertinent WAC chapters or sections can be accessed at <https://app.leg.wa.gov/wac/>.

III. ASSIGNMENT AND DELEGATION

The Agency shall not subcontract, assign, or delegate any rights or obligations under this Agreement, either in whole or in part, without the prior express written approval of the County and the written assumption of the Agency's obligations by the third party.

IV. SUBCONTRACTING

- A. The Agency shall not subcontract work or services without obtaining the prior express written authorization of the County.
- B. Subagencies are prohibited from subcontracting for direct client services without the prior express written approval of the County.
- C. The Agency shall be responsible for the acts and omissions of its Subagencies.
- D. At the County's request, the Agency will forward to the County copies of Subcontracts and fiscal, programmatic, and other material pertaining to Subcontracts.
- E. Every Subcontract entered into by the Agency under this Agreement shall be in writing and incorporate the following clauses of this Agreement, with word changes where appropriate to properly identify the parties to the Subcontract:
 1. Definitions;
 2. Assignment and delegation;
 3. Subcontracting;
 4. Duplication of effort;
 5. Relationship of parties;

6. Debarment and suspension;
7. Conflicts of interest and kickbacks;
8. Covenant against contingent fees;
9. Performance standards, licensing and registration;
10. Services provided in accordance with law;
11. Compliance with funding source requirements;
12. Compliance with Snohomish County Human Rights Ordinance;
13. Nondiscrimination;
14. Noncompliance with nondiscrimination terms;
15. Client grievances;
16. Confidentiality;
17. Background checks;
18. Treatment of client assets;
19. Reports;
20. Maintenance of records;
21. Rights in data;
22. Ownership of material;
23. Ownership of real property, equipment and supplies;
24. Right of inspection and access;
25. Treatment of assets;
26. Procurement standards;
27. Fiscal accountability standards;
28. Audit requirements;
29. Insurance;
30. Indemnification;
31. Responsibility;
32. Drug-free workplace; and
33. Lobbying and certification.

G. The obligations, which shall be set forth in any Subcontract, include:

1. Performance of the Agency's obligations under the Subcontract;
2. Only subcontracting with entities or persons that maintain appropriate license, certification, or government approvals when required;

3. Responsibility for Subagency compliance with the Subcontract terms, including reporting procedures; and
4. Seeking appropriate administrative, contractual, or legal remedies for Subagency breach of Contract terms.

V. DUPLICATION OF EFFORT

The Agency certifies that work to be performed under this Agreement will not duplicate any work to be charged against any other contract, subcontract, or other source.

VI. RELATIONSHIPS OF PARTIES

The Agency will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County or any state or federal agency. The Agency, its agents and employees are not entitled to any benefits or rights enjoyed by employees of the County or any state or federal agency. The Agency shall direct and control Agency's own activities in providing services under this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

VII. DEBARMENT AND SUSPENSION

All Contracts awarding federal resources are subject to the provisions of federal Executive Order 12549 and federal Executive Order 12689, "Debarment and Suspension," including any amendments, as follows:

- A. Agencies and Subagencies must not make any award or permit any award (contract or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under federal Executive Order 12549 and federal Executive Order 12689, "Debarment and Suspension." Agencies shall consult and require their Subagencies at any tier, when charged as direct cost, to search the Excluded Parties List within SAM.gov to assure that they do not award federal grant funds to listed parties.
- B. If an Agency believes that there are compelling reasons for making an award to a debarred, suspended, or voluntarily excluded person in a particular case, the Agency may apply for a waiver from this requirement, pursuant to federal Executive Order 12549. Such waivers will be granted only in unusual circumstances upon the written determination, by an authorized federal agency official, of the compelling reasons justifying the participation.
- C. The Agency, by signature to this Agreement certifies that the Agency is not now or then presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.
- D. The Agency also agrees to include the following required language in all Subcontracts into which it enters, resulting directly from the Agency's duty to provide services under this Agreement:

LOWER TIER COVERED TRANSACTIONS

1. The lower tier subagency certifies, by signing this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. When the lower tier subagency is unable to certify to any of the statements in the contract, such subagency shall attach an explanation to the contract.

E. The Agency shall notify the County within one (1) business day of any debarment proceedings brought against it or any of its Subcontractors.

VIII. CONFLICTS OF INTEREST AND KICKBACKS

- A. The Agency's employees, subagencies, and board or committee members shall not use, or give the appearance of using, their positions for the personal gain of themselves or those with whom they have family, business, or other ties.
- B. The Agency's employees, subagencies, and board or committee members shall not have or acquire any interest, direct or indirect, which would conflict with the performance of services under this Agreement. The Agency shall not employ or subcontract with persons who have conflicts of interest, nor appoint them as members of its governing board or advisory committee(s).
- C. Personnel and governing board or advisory committee policies of the Agency shall include written standards of conduct governing conflict of interest and kickbacks.
- D. Gratuities in the form of entertainment, gifts, or otherwise offered by the Agency or an agent or representative of the Agency to any officer or employee of the County, with a view towards securing any contract or securing favorable treatment with respect to the awarding, amending, or the making of any determination, will render this Agreement voidable at the option of the County.
- E. The County may, by written notice to the Agency, suspend or terminate this Agreement in whole or in part if it is found that any of the following laws, or their successors, have been violated in obtaining this Agreement, or in securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to this Agreement or any subcontract entered by the Agency or agencies contracting with the Agency under authority of this Agreement:
 1. Misconduct of Public Officers, Chapter 42.20 RCW;
 2. Ethics in Public Service, Chapter 42.52 RCW;
 3. Kickbacks from Public Works Employees, 18 U.S.C. § 874.
- F. Additionally, the County may, by written notice, suspend or terminate this Agreement in whole or in part with an Agency that is a local governmental entity if it is found that the Agency has violated the Code of Ethics for Municipal Officers – Contract Interests, Chapter 42.23 RCW.

IX. COVENANT AGAINST CONTINGENT FEES

The Agency warrants that no person or agency has been employed or retained on a contingent fee for the purpose of seeking or obtaining this Agreement. This does not apply to legitimate employees or an established commercial or selling agency maintained by the Agency for the purpose of securing business. In the event of breach of this clause by the Agency, the County may at its discretion:

- A. Terminate this Agreement under the procedures discussed in Section XLIII without any liability;
- B. Deduct from the Contract price or consideration, or otherwise recover, the full amount of any such contingent fee; and
- C. Seek such other remedies as are legally available.

X. NONWAIVER OF COUNTY RIGHTS

The County's failure to insist upon the strict performance of any provision of this Agreement, its failure to exercise any right based upon a breach thereof, or its acceptance of any defective performance shall not constitute a waiver of any rights under this Agreement, unless stated to be such in writing signed by an authorized representative of the County and attached to the original Agreement or Contract.

XI. PERFORMANCE STANDARDS, LICENSING AND REGISTRATION

- A. The Agency shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards and any other standards or criteria established by the County to assure the quality of services necessary for the performance of his Agreement.
- B. The Agency shall maintain registration as a nonprofit corporation in active status with the Washington State Office of the Secretary of State.

XII. SERVICES PROVIDED IN ACCORDANCE WITH LAW

The Agency and the County shall comply with all applicable laws, rules, ordinances, codes, and regulations of local, state, and federal governments, as now existing or hereafter enacted or amended in the performance of this Agreement.

XIII. PUBLIC RECORDS

This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Agency are needed for the County to respond to a request under the Act, as determined by the County, the Agency agrees to make them promptly available to the County. If the Agency considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Agency shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Agency and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Agency (a) of the request and (b) of the

date that such information will be released to the requester unless the Agency obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Agency fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Agency to claim any exemption from disclosure under the act. The County shall not be liable to the Agency for releasing records not clearly identified by the Agency as confidential or proprietary. The County shall not be liable to the agency for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

XIV. COMPLIANCE WITH FUNDING SOURCE REQUIREMENTS

The Agency shall comply with all conditions, terms and requirements of any funding source that wholly or partially funds the Agency's work under this Agreement.

XV. PROPRIETARY SOFTWARE APPLICATIONS

In the event the Agency accesses the County's proprietary software applications to perform any work under this Agreement, the Agency shall read and agree to the terms and conditions of the software license agreement, and shall not violate the terms and conditions of the software license agreement including, but not limited to:

- A. Restricting the use of the software application to employees or subcontractors;
- B. Not "pirating" or reverse engineering the software application; and/or
- C. Otherwise using the application in any way that may harm the County or violate the terms and conditions of the software license agreement.

XVI. COMPLIANCE WITH SNOHOMISH COUNTY HUMAN RIGHTS ORDINANCE

It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Agency shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Agency of the Agency's compliance with the requirements of Chapter 2.460 SCC. If the Agency is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Agency's obligations under other federal, state, or local laws against discrimination.

XVII. NONDISCRIMINATION

During the performance of this Agreement, the Agency and its Subagencies, if any, shall comply with all applicable federal and state laws against discrimination including, where applicable, the state funding agency's nondiscrimination plan. Nondiscrimination requirements include, but are not limited to:

A. Nondiscrimination in Employment:

1. The Agency and its Subagencies, if any, shall not discriminate against any employee or applicant for employment on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or other veterans' status, or disability.

B. Nondiscrimination in Client Services:

1. The Agency and its Subagencies, if any, shall not on the grounds of race, color, sex, sexual orientation, religion, creed, national origin, marital status, age, Vietnam era or other veterans' status, or mental or physical disability:
 - a. Deny, restrict, limit, or treat differently qualified individuals for the purposes of the participation in and the delivery of services and/or benefits made available to others; or
 - b. Employ criteria or methods of selection of recipients, individually or as a class, or administering services and/or benefits that have the effect of subjecting qualified individuals to discrimination or unequal treatment.
2. The Agency and its Subagencies, if any, shall abide by all provisions of Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, 87 Stat. 355) (the "Rehabilitation Act"), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, codified at 42 U.S.C. § 12101 et seq.) (the "ADA"), and any amendments, prohibiting discrimination against individuals with disabilities.
3. If subcontracting has been authorized by the County, the terms required in this Agreement and any additional appropriate safeguards against discrimination shall be included in the Subcontract and shall be binding upon the Subagency in order to prohibit discrimination or unequal treatment. The Agency shall ensure full compliance with the provisions of this clause.

C. Federal Non-discrimination

Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

XVIII. NONCOMPLIANCE WITH NONDISCRIMINATION TERMS

In the event of the Agency's noncompliance or refusal to comply with the nondiscrimination provisions in this Agreement, the County may rescind, cancel, suspend, or terminate this Agreement, as described in Section XLIII of this Agreement, in whole or in part, and declare the Agency ineligible for further agreements with the County. The County may, however, give the Agency a reasonable time to cure the noncompliance, at the County's discretion.

XIX. [INTENTIONALLY DELETED].

XX. CONFIDENTIALITY

- A. The parties may use Personal Information and other information gained by reason of this Agreement only for the purpose of this Agreement. The County and Agency 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, with the prior written consent of the person or personal representative of the person to whom the Personal Information pertains.
- B. The Agency shall protect and maintain all Confidential Information gained by reason of this Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the Agency to employ reasonable security measures, which include restricting access to the Confidential Information by:
 1. Allowing access only to staff that have an authorized business requirement to view the Confidential Information;
 2. Physically securing any computers, documents, or other media containing the Confidential Information;
 3. Ensuring the security of Confidential Information transmitted via fax (facsimile) by verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons;
 4. When transporting records containing Confidential Information outside of a Secure Area, do one or more of the following as appropriate:
 - a. Use a Trusted System; and
 - b. Encrypt the Confidential Information, including:
 - (i) Email and/or email attachments; and
 - (ii) Confidential Information when it is stored on portable devices or media, including, but not limited to laptop computers and flash memory devices; and
 5. Sending paper documents containing Confidential Information via a Trusted System.
- C. To the extent allowed by law, at the end of the term of this Agreement, or when no longer needed, the parties shall return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the other party.

- D. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the Confidential Information destroyed through the recycling process. Paper documents containing Confidential Information require special handling (e.g., protected health information) must be destroyed through shredding, pulping or incinerations.
- E. The compromise or potential compromise of Confidential Information must be reported to the County contact designated this Agreement within five (5) business days of discovery for breaches of less than 500 persons' protected data, and three (3) business days of discovery for breaches of 500 or more persons' protected data. The Agency must also take action to mitigate the risk of loss and comply with any notification or other requirements imposed by law. The County may in its sole discretion (i) require Agency, at Agency's sole expense, to provide written notice to notify the individual(s) affected by the compromise of Confidential Information, in accordance notification requirements as required by applicable law; or (ii) elect to provide notice to the individual(s) affected by the compromise of Confidential Information.
- F. The Agency may be required to provide additional safeguards and acknowledgment of recipient rights under HIPAA, in accordance with the Agency's independent HIPAA obligations.

XXI. BACKGROUND CHECKS

- A. Any Agency that has a Contract to provide services, housing, or otherwise care for vulnerable adults, developmentally disabled persons, juveniles, or children, or provide child day care, early learning, or early childhood education services shall ensure all staff and volunteers have a background check on file as per RCW 43.43.830-43.43.845.
- B. A background check must be completed at the time of employment or commencement of volunteer duties. All persons convicted of crimes listed in RCW 43.43.830 and RCW 43.43.842 are prohibited from having access to Clients.
- C. If circumstances arise that cause Agency to question the need for another background check, Agency shall implement another check.

XXII. TREATMENT OF CLIENT ASSETS

Unless otherwise provided in this Agreement, the Agency shall ensure that any adult client receiving services from the Agency under this Agreement has unrestricted access to the Client's personal property. The Agency shall not interfere with any Client's ownership, possession, or use of the Client's property. The Agency shall provide Clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the Client's age, development, and needs. Upon termination or expiration of this Agreement, the Agency shall immediately 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 Agency from implementing such lawful and reasonable policies, procedures and practices as the Agency 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).

XXIII. REPORTS

The Agency shall timely provide to the County and to any state or federal funding agency such financial, program, and other reports, in such formats as required by this Agreement.

XXIV. MAINTENANCE OF RECORDS

- A. The Agency shall retain for a period of six (6) years from the termination of this Agreement unless required otherwise by law:
 1. All financial, statistical, participant, and other records (including medical and treatment records) and supporting documentation;
 2. All records for nonexpendable personal property;
 3. All records to document performance of all acts required by law, regulation, and this Agreement;
 4. All records to demonstrate accounting procedures and practices that sufficiently and properly document the Agency's invoices to the County under this Agreement; and
 5. All records sufficient to substantiate the Agency's statement of its organization's structure, tax status, capabilities, and performance.
- B. If any litigation or audit is initiated, or if a claim is instituted involving this Agreement, or a Subcontract entered pursuant to this Agreement, the Agency shall retain all related records until the litigation, audit, or claim has been finally resolved.

XXV. RIGHTS IN DATA

All documents, program materials, books, manuals, films, reports, fiscal, and other data developed by the Agency under this Agreement shall be for the common use of the Agency and the County, subject to the limitations herein or by further agreement of the parties, including the following:

- A. The Agency shall not seek patent rights, or produce inventions, original books, manuals, films, or other patentable or copyrighted materials created or developed with funds provided by this Agreement without the approval of the County. As to the latter, the Agency acknowledges the County's rights to ownership and protection of the public interest in such intellectual property and to negotiate agreements for reasonable royalty fees, administration, and protection of existing and future rights. The Agency shall not affix any restrictive markings upon any data produced with funds from this Agreement, and if such markings are affixed, the County shall have the right to modify, remove, or ignore such markings.
- B. The County may duplicate, use, and disclose in any manner and for any purposes whatsoever, and have others do so, all data delivered under this Agreement. If this Agreement results in any copyrightable material or inventions, the County reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials covered by

copyright for governmental purposes, PROVIDED, that with respect to data not originated in the performance of this Agreement, such license shall be only to the extent that the Agency has the right to grant such license without becoming liable to pay compensation to others because of such grant. The Agency shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this Agreement, of all invasions of right or privacy contained therein and of all portions of such data copied from work not composed or produced in the performance of this Agreement and not licensed under this clause. The Agency shall report to the County promptly and in written detail each notice or claim of copyright infringement received by the Agency with respect to all data delivered under this Agreement.

XXVI. OWNERSHIP OF MATERIAL

Material created by the Agency and paid for by the County as a part of this Agreement shall be owned by the County and shall be "work made for hire" as defined by 17 U.S.C. § 101. 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 Agency uses to perform this Agreement, but is not created for or paid for by the County is owned by the Agency and is not "work made for hire"; however, the County shall have a perpetual license to use this material for the County's internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Agency has a right to grant such a license.

XXVII. OWNERSHIP OF REAL PROPERTY, EQUIPMENT AND SUPPLIES

A. Purchased by the Agency:

1. Title to all property, equipment and supplies purchased by the Agency with funds from this Agreement shall vest in the Agency. When real property, or equipment with a per unit fair market value over \$10,000, is no longer needed for the purpose of carrying out this Agreement, or this Agreement is terminated or expired and will not be renewed, the Agency shall request disposition instructions from the County. If the per unit fair market value of equipment is under \$5,000, the Agency may retain, sell, or dispose of it with no further obligation.
2. When supplies with a total aggregate fair market value over \$10,000 are no longer needed for the purpose of carrying out this Agreement, or this Agreement is terminated or expired and will not be renewed, the Agency shall request disposition instructions from the County. If the total aggregate fair market value of supplies is under \$10,000, the Agency may retain, sell, or dispose of them with no further obligation.
3. Disposition and maintenance of property shall be in accordance with 2 CFR § 200.311 and 2 CFR § 200.313.

B. Purchased by the County:

Title to property, equipment or supplies purchased by the County and provided to the Agency to carry out the activities of this Agreement shall remain with the County. When real property, equipment or supplies are no longer needed for the purpose of

carrying out this Agreement, or this Agreement is terminated or expired and will not be renewed, the Agency shall request disposition instructions from the County.

XXVIII. RIGHT OF INSPECTION AND ACCESS

The Agency shall provide access to its records, facilities, and personnel at all reasonable times in order to monitor and/or evaluate performance, compliance, and quality assurance under this Agreement. Access and assistance shall be given to the County, any state, federal, or other funding agency, the State Auditor, and to any other person authorized by law.

XXIX. TREATMENT OF ASSETS

- A. To secure the financial interest of the County in items purchased or developed with funds awarded through cost reimbursement under this Agreement, the parties agree that:
 1. Title shall remain in the County; and
 2. Title to such nonexpendable personal property, which is purchased, developed, or acquired by the Agency and which is claimed as an acquisition cost, shall pass to and vest in the County upon delivery of such property by the Agency and shall not be rented, loaned, or transferred without the prior express written approval of the County.
- B. Unless provided otherwise by agreement of the parties, if the Agency elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost, title to such property shall remain with the Agency. An election to capitalize and depreciate or claim acquisition cost as a direct cost shall be irrevocable and must be made at the time the asset is purchased, developed, or acquired.
- C. Such nonexpendable personal property shall only be used by the Agency or its Subagencies in the performance of this Agreement, unless otherwise provided herein or approved by the County.
- D. Unless otherwise provided for in this Agreement, as a condition precedent to reimbursement for the purchase or acquisition of nonexpendable personal property, the Agency agrees to execute security instruments and other documents that are necessary for the County, state, federal, or other funding agency to protect its interest in such property in accordance with Article 9A of the Uniform Commercial Code, as codified in Title 62A RCW, including, but not limited to, completion of UCC-1, UCC-2, and UCC-3 forms. The Agency also agrees to name the County (or funding agency) as lien holder(s) on certificates of title for all motor vehicles in accordance with Title 46 RCW, unless otherwise approved by the County.
- E. The Agency shall submit completed certificates of title and applicable UCC forms for equipment and fixtures to the County with the claim for reimbursement on which they are claimed. The security interest shall be retained beyond the term of this Agreement for the serviceable life of the property, beginning on the date of purchase, to ensure its continued use for the purpose intended.

F. The Agency shall maintain records, perform inventories, and maintain control systems to prevent loss, damage, or theft of County property. The Agency shall be responsible for:

1. Performing an annual physical inventory of all nonexpendable personal property of the County in its possession or control and requiring such inventories of any Subagency that is in possession of such property provided under a Subcontract, at the end of the Agency's fiscal year during;
2. Loss, damage and expenses, which result from negligence, willful misconduct, or lack of good faith on the part of the Agency or Subagencies or failure on the part of the Agency or Subagencies to maintain and administer the property in accordance with sound management practices;
3. Ensuring that the property will be returned to the County in like condition as furnished to or acquired by the Agency, reasonable wear and tear excepted; and
4. Notifying the County of loss, destruction, or damage to any County property and taking all reasonable steps to protect that property from further damage.

G. The Agency and any Subagency shall surrender to the County all property of the County within thirty (30) calendar days after rescission, termination, cancellation, or expiration of this Agreement, unless otherwise mutually agreed between the Agency or Subagency and the County.

H. County approval is required prior to all purchases of non-expendable personal property.

XXX. PROCUREMENT STANDARDS

Agency shall establish policies and procedures for all purchases of nonexpendable property with an acquisition cost in excess of \$500 per unit. The procurement system should include, but is not limited to, the following:

- A. A written code or standard of conduct that shall govern the performance of its officers, employees, and/or agents engaged in the awarding of contracts using awarded funding.
- B. Provisions that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Procedural requirements are as follows:
 1. A procedure to assure the avoidance of purchasing unnecessary or duplicative items;
 2. Solicitations based upon a clear and accurate description of the technical requirements of the procured items;
 3. Positive efforts to utilize small and minority owned businesses;
 4. A procuring instrument appropriate for the particular procurement and for promoting the best interest of the program involved;

5. Contracts made only with reasonable vendors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement;
6. Some form of price or cost analysis performed in connection with every procurement action; and
7. A system for Contract administration to ensure vendor conformance with terms, conditions, and specifications of the Contract and to ensure adequate and timely follow-up of all purchases.

D. Procurement records and files for purchases shall include:

1. Evidence of vendor selection or rejection;
2. The basis for the cost or price; and
3. Justification for lack of competitive bids if not obtained.

E. Agencies and Subagencies under this Agreement, must obtain prior approval from the County to enter into sole source contracts or contracts where only one bid or proposal is received when the acquisition cost exceeds \$10,000. Requests for prior approval must include a copy of the proposed contract(s) and any related procurement documents and justifications for noncompetitive procurement, if applicable.

F. Agencies shall procure all materials, property, supplies or services in a manner that balances fiscal and environmental stewardship in accordance with the requirements of the Snohomish County Environmentally Preferable Purchasing and Utilization Policy Statement available for review and download on [the County website](#).

XXXI. FISCAL ACCOUNTABILITY STANDARDS

A. For the duration of this Agreement, the Agency agrees to maintain financial systems which will assure the following for this Agreement:

1. Accurate, current, and complete disclosure of all direct and indirect costs;
2. Records that identify all sources and application of funds;
3. Control and accountability for all funds, property, and other assets;
4. Procedures that ensure comparison of actual costs with approved budgets;
5. Procedures to assure timely disbursement of funds received by the Agency from the County;
6. Procedures to assure all costs are allowable, reasonable, and are properly allocated to each funding source;
7. Source documentation that supports all accounting records; and
8. Procedures for timely and appropriate resolution of audit findings and recommendations.

B. All fiscal books, records, documents, reports, and other data relating to this Agreement and shall be maintained and reported in a manner consistent with BARS.

C. The Agency agrees that any County, state, federal, or other funding agency; any local, state, or federal regulatory body; and the Office of State Auditor shall have full access to and right to examine any fiscal books, records, documents, and other materials relevant to this Agreement at all reasonable times.

XXXII. REIMBURSEMENT PROCEDURES

- A. No payment shall be made for any goods, materials, or services purchased unless the goods, materials, or services are expressly detailed within the approved Budget and Statement of Work.
- B. The Agency will submit monthly written claims for reimbursement for services rendered by the tenth calendar day of the month following the month services were provided. Written claims for reimbursement received after the tenth calendar day of the month may not be processed until the following month. The County will process claims after all supporting documentation is provided in correct and proper form.
- C. Except for claims for reimbursement for administrative and pre-occupancy work set forth in Exhibit B, if written claims for reimbursement are not submitted within ninety (90) calendar days of the close of the month of service provision, those claims may not be processed or paid.
- D. The Agency shall be notified each December by the County when final request for reimbursements for expenses incurred in that calendar year must be submitted. Billing received after that date may not be processed.
- E. The County reserves the right to withhold payment for services required to be performed under this Agreement until required reports and/or other documents have been received.
- F. The Agency shall not bill the County, and the County shall not pay the Agency, if the Agency has charged or will charge the County or any other party under any other contract or agreement for the same services.

XXXIII. BUDGET REVISIONS

The Agency may request budget revisions which shall be in writing in a format prescribed by the County.

- A. Line item shifts less than ten percent (10%) of the total Agreement budget do not require prior County approval.
- B. The following revisions require prior written approval by the County:
 1. Line item shifts greater than ten percent (10%) of the total Agreement budget; and
 2. Line items shifts that occur during the Agreement period that are cumulatively greater than ten percent (10%) of the total Agreement budget.
- C. Budget revisions that increase Administration categories are not allowable.
- D. Proposed changes to the Agreement budget that increase or decrease the total Agreement amount or change the Statement of Work shall necessitate a written amendment to the Agreement.

XXXIV. AUDIT REQUIREMENTS

- A. Agencies are to procure audit services based on the following guidelines:
 1. The Agency shall maintain its records and accounts so as to facilitate the County's audit requirement and shall ensure that Subagencies also maintain auditable records.
 2. The Agency is responsible for any audit exceptions incurred by its own organization or that of its Subagencies.
 3. The County reserves the right to recover from the Agency all disallowed costs resulting from the audit. The Agency agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Agency, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the termination of this Agreement.
 4. As applicable, the Agency required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General, and the OMB Compliance Supplement for Single Audits of Educational Institutions and Other Nonprofit Organizations.
 5. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Agency must respond to County requests for information or corrective action concerning audit issues within thirty (30) calendar days of the date of request.
- B. OMB Audits
 1. The Agency shall follow the Uniform Guidance at 2 CFR Part 200.
 2. If the Agency is a subrecipient of federal awards as defined by the Uniform Guidance, the Agency shall maintain records that identify all federal funds received and expended by Assistance Listing title and number, award number and year, name of the federal agency, and name of the pass-through entity. The Agency shall make its records available for review or audit by officials of the federal awarding agency, the General Accounting Office, and the County. The Agency shall incorporate audit requirements into all contracts between the Agency and its subrecipients. The Agency shall comply with any future amendments to the Uniform Guidance and any successor or replacement circular or regulation.
 3. The Agency shall maintain internal controls that provide reasonable assurance that the Agency is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs.
 4. The Agency shall comply with the Omnibus Crime Control and Safe Streets Act of 1968 (Pub. L. 90-351, 84 Stat. 197); Title VI of the Civil Rights Act of 1964 (Pub. L. 86-449, 47 Stat. 634); the Rehabilitation Act of 1973; Title II of the ADA; Title IX of the Education Amendments of 1972 (Pub. L. 92-318, 86 Stat. 235); the Age

Discrimination Act of 1975 (Pub. L. 94-135, 89 Stat. 728, codified at 42 U.S.C. § 6101 et seq.); and The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Parts 35 and 39.

5. If the subrecipient Agency expends \$1,000,000 or more in federal awards during its fiscal year, the Agency shall procure and pay for a single or program-specific audit for that year. This requirement also applies when a subrecipient Agency has received a federal loan with continuing compliance requirements, regardless of when the loan originally occurred. Upon completion of each audit, the Agency shall submit to the Federal Audit Clearinghouse the data collection form and reporting package specified in the Uniform Guidance. This documentation shall be submitted on the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period unless a longer period is agreed to in writing and in advance by the cognizant or oversight agency for audit.

A copy of the audit report (including any management letters) shall also be sent to:

Administrative Services Division Manager
Human Services Department
3000 Rockefeller Avenue, M/S 305
Everett, WA 98201

Or emailed to: HSD.Fiscal@snoco.org

6. The Agency shall follow up on and develop corrective action plans for all audit findings, in accordance with the Uniform Guidance, and prepare a "Summary Schedule of Prior Audit Findings."
7. If the Agency is a state or local government entity, the audit shall be conducted by the Office of the State Auditor, or designee of the State Auditor. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Agency in accordance with the Uniform Guidance.

C. Other Audits

1. Agencies that expend less than \$1,000,000 in federal awards during a fiscal year, Agencies that are private for-profit agencies, Agencies that are solely state funded and/or Agencies that are identified as Contractors, as that term is defined in the Uniform Guidance, shall have a financial audit performed by a licensed CPA, as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS).
2. The Agency must send a copy of the audit report no later than nine (9) months after the end of the Agency's fiscal year(s) to:

Administrative Services Division Manager
Snohomish County Human Services Department
3000 Rockefeller Avenue, M/S 305
Everett, WA 98201

Or emailed to: HSD.Fiscal@snoco.org

XXXV. OVERPAYMENTS AND ASSERTION OF LIEN

In the event that the County establishes that overpayments or erroneous payments have been made to the Agency, and the Agency has not responded or repaid the erroneous or overpaid funds after written notice by the County, the County may secure repayment, plus interest, if any, through the filing of a lien against the Agency's real property, or by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to the County, or by doing both.

XXXVI. INSURANCE

A. By the date of execution of this Agreement, the Agency shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Agency, its agents, representatives, employees, and/or subagencies. The costs of such insurance shall be paid by the Agency or subagencies. The Agency may furnish separate certificates of insurance and policy endorsements for each subagency as evidence of compliance with the insurance requirements of this Agreement. The Agency is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Agency, its agents, employees, officers, and or subagencies to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement.

For all coverages, each insurance policy shall be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior County approval.

If coverage is approved and purchased on a "claims made" basis, the Agency warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of the Agreement termination, and/or conversion from a "claims made" form to an "occurrence" coverage form.

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Agency under this Agreement. The Agency shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded by said policies, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. General Liability: Insurance Services Office form number (CG 00 01) covering COMMERCIAL GENERAL LIABILITY.
2. Professional Liability: Professional Liability, Errors, and Omissions coverage. In the event that services delivered pursuant to this Agreement, either directly or

indirectly, involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided. "Professional Services", for the purpose of this section, shall mean any services provided by a licensed professional or those services that require professional standards of care.

3. **Automobile Liability:** In the event that services delivered pursuant to this Agreement require the use of a vehicle or involve the transportation of Clients by Agency personnel in Agency-owned vehicles or non-owned vehicles, the Agency shall provide evidence of the appropriate automobile coverage. Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.
4. **Workers' Compensation:** Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law.
5. **Stop Gap/Employers Liability:** Coverage shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.
6. **Sexual Abuse or Molestation (SAM) Liability:** If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Agency shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.
7. **Crime Insurance:** Crime Coverage to include employee theft, wire transfer, computer fraud, forgery, and mail, with minimum limit \$1,000,000 per occurrence. Form should also include client coverage of minimum limit \$1,000,000.

C. Minimum Limits of Insurance

The Agency shall maintain limits no less than:

1. **General Liability:** \$10,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$10,000,000 aggregate limit.
2. **Professional Liability, Errors, and Omissions:** \$1,000,000 per claim and in the aggregate.
3. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
4. **Workers' Compensation:** Statutory requirements of the state of residency.
5. **Stop Gap/Employers Liability:** \$1,000,000.
6. **Sexual Abuse or Molestation (SAM) Liability:** \$1,000,000.
7. **Crime Insurance:** \$1,000,000

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Agency's liability to the County and shall be the sole responsibility of the Agency.

E. Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, the following provisions:

1. Liability Policies except Professional/Errors and Omissions and Workers Compensation
 - a. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Agency in connection with this Agreement (CG 2026 04 13 or its equivalent).
 - b. The Agency's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its offices, officials, employees, or agents shall not contribute with the Agency's insurance or benefit the Agency in any way.
 - c. The Agency's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. All Policies

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after 45 days prior written notice has been given to the County.

F. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors, and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by the County.

If, at any time, the foregoing policies shall fail to meet the above minimum requirements, the Agency shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

G. Verification of Coverage

1. The Agency shall furnish the County certificates of insurance and endorsements required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities

associated with this Agreement. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

2. If the Agency is a public entity and is insured through a State of Washington approved and recognized cooperative or pool, the County will accept a letter of coverage in lieu of a certificate of insurance.

XXXVII. INDEMNIFICATION

- A. The Agency shall protect, defend, indemnify and hold harmless Snohomish County, its officers, elected officials, agents, employees, and any state, federal, or other funding agency from and against any and all claims, suits, actions, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for damage to any property or business and/or any death, injury, sickness or disability to any person, including without limitation any employee of the Agency or its Subagencies, caused by or arising out of or suffered, directly or indirectly, in connection with the performance of this Agreement or any act, error, or omission of the Agency, Agency's employees, agents, or Subagencies, whether by negligence or otherwise.
- B. The Agency shall assume the risk, liability, and pay all damage, loss, cost, and expense of any party, including its employees, arising out of the performance of this Agreement, except that caused by the sole negligence and/or willful misconduct of Snohomish County and/or its employees acting within the scope of their employment.
- C. With respect to the Agency's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the County, the Agency further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, as respects the County only, for any injury or death suffered by the Agency's employee(s) caused by or arising out of the Agency's acts, errors or omissions in the performance of this Agreement. This waiver is mutually negotiated by the parties.
- D. The Agency's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, omission or breach of any common law, statutory or other delegated duty by the Agency, Agency's employees, agents, or Subagencies.

XXXVIII. DISPUTES

- A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by consensus, shall be decided by the County through the Director of Human Services upon submission of the dispute for resolution in writing by either party. The Director shall submit his/her decision in writing and mail or otherwise furnish a copy thereof to the Agency. Participation in this dispute process shall precede any judicial or quasi-judicial action and shall be the final administrative remedy available to the parties.
- B. The decision of the County shall be final, but shall not preclude judicial review. Pending resolution of the dispute, the Agency shall proceed diligently with the performance of this Agreement.

C. A party's written request for dispute resolution must be mailed to the Human Services Department, 3000 Rockefeller Avenue, M/S 305, Everett, WA 98201 within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which it now disputes and must state:

1. The disputed issues;
2. The relative positions of the parties; and
3. The Agency's name, address, and the Agreement number.

XXXIX. [INTENTIONALLY DELETED.]

XL. DRUG-FREE WORKPLACE

The Agency shall maintain a workplace free from alcohol and drug abuse as required by the Drug-Free Workplace Act of 1998, Pub. L. No. 105-277, 112 Stat. 2681, as amended.

XLI. CHANGES AND MODIFICATIONS

Either party may request changes, amendments, or additions to any portion of this Agreement. Except as provided in Section XLII-B below, no such changes, amendments, or additions to any portion of this Agreement shall be valid or binding upon either party unless it is in writing and executed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment. All amendments shall be attached to, and made part of, the amended Agreement.

XLII. TERMINATION OR SUSPENSION

A. Termination for Convenience:

1. The County or Agency may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' advance written notice to the other party.
2. In the event of termination under this clause, the County shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

B. Suspension or Termination for Lack of Funding:

1. The County may suspend or terminate this Agreement, in whole or in part, upon five (5) business days' written notice in the event expected or actual funding from a state, federal, or other source is withdrawn, reduced, or limited in any way prior to expiration of the Agreement. The suspension or termination shall be effective on the date specified in the written notice.
2. In the event of suspension under this clause, the County shall provide the Agency written notice stating when services may be resumed. The County shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of suspension and after the date that services may be resumed.
3. In the event of termination under this clause, the County shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

C. Suspension or Termination for Lack of Performance:

1. In the event the County determines the Agency has failed to meet or maintain any requirement for contracting with the County, to comply with the terms or conditions of this Agreement in a timely manner, or has otherwise breached any provision or condition of this Agreement, the County has the right to suspend or terminate this Agreement upon a 24-hour prior written notice.
2. The County may suspend all or any part of this Agreement and withhold further payments or prohibit the Agency from incurring additional obligations thereunder, during investigation of suspected noncompliance. The County may also take these actions pending corrective action by the Agency or pending a decision by the County to terminate this Agreement.
3. Before the County may terminate this Agreement for lack of performance, the County shall provide the Agency with written notice of the Agency's noncompliance and provide the Agency a reasonable opportunity to correct the Agency's noncompliance. If the Agency does not correct the Agency's noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate this Agreement. The County may terminate this Agreement for lack of performance without such written notice and without opportunity for correction if the County has a reasonable basis to believe that a Client's health or safety is in jeopardy.
4. The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

D. Suspension or Termination for Fraud, Abuse, Violation of Law

The County reserves the right to suspend or terminate all or part of this Agreement, to withhold further payments, or to prohibit the Agency from incurring additional obligations of funds, if the County has reason to believe that fraud, abuse, or violation of law has occurred on the part of the Agency in the performance of this Agreement.

E. Suspension or Termination Procedures

1. Suspension or Termination by County

Upon receipt of the notice of suspension or termination of this Agreement, unless otherwise directed by the County in writing, the Agency shall:

- a. Stop work under this Agreement on the date, and to the extent, specified in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities under this Agreement;
- c. Complete performance on any part of the Agreement as requested by the County;
- d. Take such action as may be necessary for the protection and preservation of the property related to the Agreement that is in the possession of the Agency and in which the County has or may acquire an interest; and

- e. Transfer title to the County of any property that was purchased with funds awarded under this Agreement.

2. Termination by Agency
 - a. The Agency may terminate this Agreement for default, in whole or in part, by 180 days' written notice to the County, if the Agency has a reasonable basis to believe that the County has:
 - (i) Failed to meet or maintain any requirement for contracting with the Agency;
 - (ii) Failed to perform under any provision of this Agreement;
 - (iii) Violated any law, regulation, rule, or ordinance applicable to this Agreement; or
 - (iv) Otherwise breached any provision or condition of this Agreement.
 - b. Before the Agency may terminate this Agreement for lack of County performance, the Agency shall provide the County with written notice of the County's noncompliance with the Agreement and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the Agency may then terminate this Agreement.
3. Delivery and Preservation of County Assets; Recovery of Costs

Upon termination of this Agreement by either party, the Agency shall promptly deliver to the County all County assets (property) in the Agency's possession, including any material created under this Agreement. Upon failure to return County property within ten (10) business days of the Agreement termination, the Agency shall be charged with all reasonable costs of recovery, including transportation. The Agency shall take reasonable steps to protect and preserve any property of the County that is in the possession of the Agency pending return to the County.
4. Remedies
 - a. If the County terminates this Agreement for lack of performance, the County may withhold a sum from the final payment to the Agency that the County determines is necessary to protect the County against loss or additional liability. The County shall be entitled to all remedies available at law, in equity, or under this Agreement.
 - b. The Agency shall be entitled to all remedies available at law, in equity, or under this Agreement if either:
 - (i) The County terminated this Agreement for lack of performance and it is later determined that the Agency was not at default for lack of performance; or
 - (ii) If the Agency terminated this Agreement for lack of County performance.

XLIII. SEVERABILITY

- A. The provisions of this Agreement are severable. If any part, term, or provision of this Agreement is determined to be invalid, the remaining provisions shall not be affected thereby, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any part, term, or provision is in conflict with any constitutional or statutory provision of the State of Washington, the part, term, or provision shall be deemed modified to conform to such constitutional or statutory provision.

XLIV. CLOSE-OUT PROCEDURES

- A. The Agency shall submit within thirty (30) calendar days after the date of expiration of this Agreement all financial, performance, and other reports required by this Agreement and, in addition, shall cooperate in a program or other audit by the County or its designee if the County determines that a program or other audit is necessary.
- B. If a financial audit of this Agreement is conducted, the County retains the right to withhold a just and reasonable sum from the final payment to the Agency after fully considering the results of the final audit.

XLV. LOBBYING AND CERTIFICATION

- A. The requirements of 31 U.S.C. § 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," and related subsections of the Code of Federal Regulations implemented for funding authorities, apply to federal contracts, grants and cooperative agreements exceeding \$100,000 in total costs (see 45 CFR § 93.110(a)(1)), and loans exceeding \$150,000 (see 45 CFR § 93.110(a)(2)).
- B. No federal funds awarded under this Agreement may be used to provide assistance in connection with any election or any voter registration activity. No federal funds may be used for working for or against ballot measures, or for or against the candidacy of any person for public office.
- C. The Agency certifies to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of a federal agency or a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federal appropriated funds have or will be paid for the purposes stated above, the Agency must file a disclosure form in accordance with 45 CFR § 93.110.
- D. The Agency shall include a clause in all Subcontracts restricting Subagencies from lobbying in accordance with this section and requiring Subagencies to certify and disclose accordingly.

XLVI. VENUE STIPULATION/GOVERNING LAW

This Agreement has been and shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be Snohomish County.

XLVII. NOTICES

A. Unless otherwise directed in writing, notices, reports, and payments to the County shall be delivered to the following address:

Administrative Services Division
Snohomish County Human Services Department
3000 Rockefeller Avenue, M/S 305
Everett, WA 98201

B. Unless otherwise directed in writing, notices, reports, and payments to the Agency shall be delivered to the following address:

The Salvation Army
2525 Rucker Ave
Everett, WA 98201

C. Notices mailed by the County shall be deemed given on the date mailed. Notices received by the County shall be deemed given on the date received. Either party may change its address for receipt of reports, notices, or payments by giving the other written notice of not less than fifteen (15) calendar days prior to the effective date.

XLVIII. ACCEPTABLE FORM OF SIGNATURE

Both parties agree that electronic and digital signatures shall have the same effect as handwritten signatures, except where the law requires original handwritten signatures. Further, both parties agree that handwritten signatures executed to electronic records shall be considered equivalent to handwritten signatures executed on paper. Scanned copies of signed contract documents will be considered original signatures.

XLIX. SIGNATURE AUTHORIZATION FORMS

The Agency shall submit a Signature Authorization Form annually and upon request from the County. The Signature Authorization Form shall require original signatures and shall reflect the authorized signatory(ies) of the Agency for applications, contracts, amendments, and monthly expenditures reports and requests for reimbursement. The Signature Authorization Form shall also designate the email address for the authorized recipient(s) of contracts and amendments from the County. Changes to signature authority of the Agency shall require that an updated Signature Authorization Form be submitted to the County.

L. SURVIVABILITY

The terms and conditions contained in this Agreement which by their sense and context are intended to survive the expiration or termination of the Agreement shall survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Lack of Performance, Termination Procedure, and Treatment of Assets.

LI. ENTIRE AGREEMENT

These General Terms and Conditions, and Exhibits A through D, by this reference incorporated herein, constitute the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

LII. ORDER OF PRECEDENCE

In the event of an inconsistency between the terms of this Agreement, the conflict shall be resolved by giving precedence to the documents as follows:

- 1) General Terms and Conditions
- 2) Exhibit A
- 3) Exhibit B
- 4) Exhibit C
- 5) Exhibit D

LIII. WAIVER

Waiver of any breach or default on any occasion shall not be deemed to be 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 Agreement into which it is incorporated unless amended as set forth in Section XLII, Changes and Modifications.

LIV. FORCE MAJEURE

If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts or minimize the effects of such failures or delays.

LV. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

LVI. COMPLIANCE WITH GRANT TERMS AND CONDITIONS

The Agency shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Agency's work hereunder.

EXHIBIT A
SPECIFIC TERMS AND CONDITIONS
EDMONDS NEW START CENTER

I. TERMS AND CONDITIONS OF 1590 FUNDS

A. Designation

1. AHBH-1590 funding is authorized by Chapter 222 Laws of 2020 as amended and codified at RCW 82.14.530 as amended.
2. "Affordable Housing and Behavioral Health 1590 Program" means the program funded by the County revenues collected by a one tenth of one percent sales tax (SCC 4.126) and administered pursuant to the County Council approved Housing and Behavioral Health Capital Fund Investment Plan (hereinafter "Plan").
3. Agency's performance under this Agreement shall be in full accordance with the federal and state law and all other applicable laws, ordinances, rules and regulations not inconsistent therewith, including licensing, permitting and accreditation requirements, in all activities funded in whole or in part with funds provided under this Agreement.

II. FISCAL MANAGEMENT

A. Administrative Costs

Administrative costs actually incurred to support Project activities funded under this Contract may be charged to this Agreement up to 10% as specified in Exhibit C.

B. Budget Revisions

Funds may be transferred between budget categories as follows:

Budget revisions not authorized by this Agreement require County written approval. Budget revisions not authorized by this Agreement are disallowed and the Agency shall be required to return those funds to the County upon County request.

C. State Prevailing Wage

If any prevailing wage activities occur under this Agreement, the Agency shall ensure compliance with Chapter 39.12 RCW pertaining to payment of state

prevailing wages on public works projects and with Chapter 49.28 RCW for covered activities paid for with funds under this Agreement.

If any prevailing wage activities occur under this Agreement, reimbursement will not be made until the Agency submits to the County a Statement of Intent to Pay Prevailing Wages on a form approved by the County.

If any prevailing wage activities occur under this Agreement, final reimbursement will not be made until the Agency submits to the County an Affidavit of Wages paid on a form approved by the County.

III. PROJECT PURPOSES

- A. Allowable use of AHBH-1590 for the Project are included in Exhibit C, and may include:
 1. Furnishings: Costs directly associated with providing or replacing furnishings for dwelling units;
 2. Operational Services: Costs directly associated with operation of the Facility. These costs may include the approved personnel costs (salaries and fringe benefits), supplies, meals, security, maintenance and utilities and other allowable costs as approved by the County;
 3. Homeless Management Information System (HMIS): HMIS activities for staff time salaries and benefits for data entry and quality assurance for Projects required to enter data into HMIS;
 4. Janitorial services and supplies;
 5. Utilities that are not the responsibility of the tenants or the County, and
 6. Other costs as approved by the County.

- B. The Agency shall not require participation in a religious service as a condition of receiving assistance. The Agency shall ensure that no funds provided under this Agreement are used for inherently religious activities or for a religious purpose.

IV. PERFORMANCE REVIEW

The County shall review the Agency's level of planned performance compared to actual performance as reported on the requests for reimbursement and the required reports described in Exhibit B of this Agreement.

EXHIBIT B

SCOPE OF WORK

OPERATION AND LICENSE OF EDMONDS NEW START CENTER

The AGENCY, a Washington non-profit corporation, has been selected to operate an emergency housing facility (“FACILITY”) as described in this Agreement, subject to Agency’s performance and continued funding availability

I. TERM

This Agreement shall commence upon July 1, 2025, (“Effective Date”), and the Agreement shall continue in effect eighteen months through December 31, 2026 (the “Initial Term”) or until the Agreement is otherwise terminated as provided in this Exhibit or in Section XLII of the General Terms and Conditions. The Initial Term shall consist of 1) six-months (6-months) administrative and pre-occupancy work, and 2) one-year of operations commencing January 1, 2026, which includes a “ramp-up” period of four calendar months in 2026 where the Facility is not at full occupancy. Either party may elect to terminate the Agreement at the expiration of the Initial Term, contingent upon providing the other party at least 180 days’ written notice. Subject to the parties’ ability to terminate the Agreement at the end of the Initial Term, the Agreement may be extended for four (4) additional one (1) year terms (each a “Renewal Term”) in the County’s sole discretion by providing ninety (90) days’ written notice to the Agency prior to the expiration of the Initial Term or applicable Renewal Term. In the event of any Termination under this Agreement, Agency covenants that it will cooperate with the County on the transition of services to a new operator. Notwithstanding the foregoing, the County’s obligations after December 31, 2025, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

The parties may negotiate a compensation increase for the first Renewal Term, based on the budgeted costs of the first year of operations, and for successive Renewal Terms, based on the previous Renewal Term’s negotiated maximum compensation. The compensation increase shall not exceed five percent (5%), or the percentage change in the consumer price index (“CPI”) for the previous calendar year, whichever is lower, unless additional services are requested in writing by the County. The parties shall submit the negotiated Renewal Term maximum compensation to the County Council thirty (30) days prior to the start of each Renewal Term.

II. COMPENSATION

- A. Agency shall be reimbursed pursuant to General Terms and Conditions, Section XXXII, Reimbursement Procedures.
- B. Agency's compensation under this Agreement for the Initial Term shall not exceed \$2,122,669.00.
- C. The Agency shall provide regular financial accounting reports and budget to actual statements to the County.

III. OPERATIONAL PHASES

The Agency shall perform the requirements of this Agreement in two phases: 1) Offsite Preparation and 2) Occupancy and Operation. Phase 1 Offsite Preparation shall commence at the Effective Date and continue until the Facility has received a Certificate of Occupancy and County has notified Agency that its Phase 1 deliverables are accepted. Phase 2 shall commence upon County notification that Phase 1 deliverables are accepted and continue until this Agreement is expires or is otherwise terminated.

A. Phase I – Offsite Preparation

The Agency shall complete the following tasks during Phase 1 of the Agreement. The Agency may not allow any Clients to move into the Facility until it has completed the following tasks and County has provided notification to Agency that Phase 1 deliverables are accepted.

1. Management Plan. The Agency shall develop and provide for approval by the County a management plan ("Management Plan") for the Facility. The Management Plan shall include a description of the Facility and the Client population. The Management Plan shall address the following issues:
 - a. Operations. Consistent with the Agency's obligations in Section III. B. 2. below, the Management Plan will provide for 24 hour per day, seven days per week operation of a non-congregate care residential institution where residence is incidental to the provision of services as contemplated in RCW 59.18.040(1). The Management Plan will require that the Agency provide desk staffing at all times at the main Facility entrance and have at least one staff person certified in First Aid and CPR on duty at all times. The Management Plan will address phone and internet use by Clients subject to Agency staff supervision. The Management Plan will address the Agency's duties regarding lost or abandoned personal property, including the Agency's obligations to collect, store

off-site, and dispose of lost or abandoned personal property (as determined by the County in its sole discretion) found at the Facility or on the underlying real property.

- b. Occupancy Requirements. Consistent with the Agency's obligations in Section III. B. 2. i. below, the Management Plan will require that no more than one (1) adult individual will be placed in each Emergency Housing Unit. Under no circumstances will the Agency place any individuals under the age of 18 years in an Emergency Housing Unit nor allow any such minor individuals to remain at the Facility overnight. After a ramp-up period of four calendar months in the Initial Term and subject to health and safety protocols, the Agency shall maintain a vacancy rate of five percent (5%) or less. During the Initial Term, the County, in its sole discretion may extend the "ramp-up" period by written notice to the Agency.
- c. Occupancy Screening. Consistent with the Agency's obligations in Section III. B. 3. below, the Management Plan shall include provisions related to participation in HMIS, Coordinated Entry, required criminal background checks for prohibited offenses, and required screening for sex offender status.
- d. Housing Program and Services. Consistent with the Agency's obligations in Section III. B. 4. below, the Management Plan shall identify the anticipated housing program and services the Agency will offer Clients with the goal that Clients obtain housing within approximately ninety (90) days of Client move-in. In particular, the Management Plan will address the provision of individualized supportive services including comprehensive housing stability planning, targeted housing search, rental barrier assessments and options, and housing resource education on programs such as Housing and Essential Needs (HEN) and housing authorities.
- e. Third-Party Service Providers. Consistent with the Agency's obligations in Section III. B. 4. below, the Management Plan shall identify any anticipated third-party service providers and shall further include procedures for County review and approval of all third-party service providers. Services to be provided by third party services providers may include, at a minimum, routine wellness checks, care coordination, crisis intervention, and behavioral health services. The Management Plan will also provide for Agency coordination of scheduled appointments with third party service providers.

The Management Plan will address the use of common area spaces by the third-party providers (to include meeting groups such as alcoholics anonymous and narcotics anonymous as well as clinical services such as on-site nurse visits).

- f. Janitorial Services. The Management Plan shall include a written janitorial component under which the Agency shall be responsible for janitorial services at the Facility consistent with the Agency's obligations in Section III. B. 5. below, including cleaning, ensuring the Facility is in good repair and operable, unit turnover, professional pest control and remediation (including bedbugs and the use of a bedbug tent), litter, contracting for garbage and recycling services, emptying common area waste receptacles and smoking decanters, periodic cleaning of units and common areas, sanitizing furniture and fixtures (including window coverings), biohazard cleaning, testing for contamination of any kind, and coordination with the County for repair and maintenance needs. The janitorial component will further provide for timely notification by the Agency to the County of maintenance and repair needs and notice within 24 hours of discovery of suspected contamination of any kind in any unit, common area, or other area of the Facility. The Agency may subcontract some or all custodial services to a third party but must maintain oversight and close coordination to ensure cleanliness on site.
- g. Laundry Services. The Management Plan shall include a written laundry component consistent with the Agency's obligations in Section III. B. 7. under which the Agency shall be responsible for providing Clients with clean linens and towels no less frequently than once per week. The Management Plan shall also address Client access to on-site laundry facilities and, as appropriate, Agency assistance to Clients in doing their own personal laundry.
- h. Health and Safety. The Management Plan shall include a written health and safety component consistent with the Agency's obligations in Section III. B. 8. below, and including best practices related to handling and disposal of sharps; placement of First Aid kits and supplies; sanitization; and the prevention of communicable diseases, including universal precautions, air/blood borne pathogens, tuberculosis and other infectious diseases. The health and safety component will require the Agency to properly service and stock common restroom facilities with hygienic supplies and equipment as

well as provide at least weekly cleaning and sanitizing. The Agency will also ensure that individual unit bathrooms include appropriate hygienic supplies and equipment and will work with Clients to ensure appropriate cleaning and sanitization. Further, the health and safety component shall require the Agency to provide deep cleaning janitorial services in individual unit bathrooms when appropriate. The Agency will also ensure that Clients maintain appropriate ventilation, lighting, temperature control in individual units. The health and safety component will also address the Agency's obligation to ensure the Clients do not smoke in their individual units and that no smoking be allowed within 25 feet of any services space within the Facility. In addition, the health and safety component will address the Agency's responsibility, at its sole expense, for bio-hazardous waste cleanup at the Facility. Bio-hazardous waste cleanup shall include, but not be limited to, the cleanup of blood and/or bodily fluids wherever located, such as on bedding, mats, flooring, restrooms, walls, doorways, entrances, ceilings, furniture, fixtures, equipment, and sleeping areas. The Agency shall contract with a state certified contractor or have properly trained certified staff to clean up bio-hazardous waste at the Facility. If the Agency has trained certified staff to clean up bio-hazardous waste the Agency shall supply, at its own expense, an on-site bio-hazard cleaning kit and protective equipment. The Agency's state certified contractor or trained certified staff shall provide emergency bio-hazard cleanup within one hour of discovery of bio-hazardous waste at the Facility. The Agency shall close access to affected areas of the Facility during bio-hazardous waste cleanup.

- i. **Food Service.** The Management Plan shall include a written food service component consistent with the Agency's obligations in Section III. B. 9. below, and which shall require that the Agency provide a minimum of one hot meal per day and one cold meal per day. The food service component will also address the Agency's obligations to assist Clients with obtaining food items that Clients may store in their Units. The food service component will also provide for the Agency, at its discretion, to install vending machines at the Facility in coordination with the County.
- j. **Safety and Security.** The Management Plan shall include a written safety and security component, consistent with the Agency's obligations in Section III. B. 10. below, and which shall provide for security services, patrols, routine and non-

routine Unit inspections, and a minimum number of security cameras necessary to provide visual coverage of the Facility for safety and security based on camera type and capability, all as determined by the County in its sole discretion and all at Agency's sole expense. The Agency shall be solely responsible for operation of the security cameras and shall have sole custody and control over all security camera footage. The Agency may subcontract security services to a third party, subject to County review and approval, but must maintain oversight and close coordination with any subcontractor to ensure safety and security on site. The safety and security component shall further address illegal, unsafe, or disruptive behavior at the Facility that infringes on the safety of Clients, staff, and volunteers and a description of the consequences for engaging in disruptive behavior up to and including termination of assistance and removal from the Facility. Disruptive behavior is behavior that disrupts or interferes with the rights and comforts of persons living, working, or visiting the Facility. The safety and security component will also include the County policies attached to this Exhibit B: Code of Conduct (Attachment 1), Eligibility Referral Policies (Attachment 2), and Safety Security Policies (Attachment 3) which may be amended by the County as necessary in the County's sole discretion. The safety and security component shall identify behavioral health crisis management protocols including requirements for staff training in de-escalation methods. The safety and security component shall provide protocols for routine and emergency communications with first responders, such as reporting incidents of violence to law enforcement and compliance with mandatory reporting duties. The Agency shall also develop emergency, evacuation, and fire safety plans.

- k. Code of Conduct. The Management Plan shall include a Code of Conduct containing provisions addressing the requirements included in Attachment 1 to this Exhibit and incorporated herein by this reference. The Agency shall develop and maintain a progressive disciplinary procedure for violations of the Code of Conduct, including up to termination of assistance and removal from the Facility, for Clients who violate the Code of Conduct. The Management Plan will provide for written notice to Clients of both the Code of Conduct and the progressive disciplinary procedure. The Management Plan will further provide processes for the removal of Clients, at the County's direction or as a result of progressive discipline. Under the Management Plan, the Agency's failure or refusal

to remove a Client from the Facility, either at the County's direction or as a result of progressive discipline, will constitute a material breach of this Agreement and a basis for termination of this Agreement.

- I. Pet Policy. At the option of the Agency, and subject to County approval, the Agency may include in the Management Plan a pet policy for use with Clients. Service Animals as defined by RCW 49.60.040 are not pets and are allowable in the Facility. Any pet policy shall include the type of pets allowed and protocols for removing certain pets from units during inspection, cleaning, or maintenance.
- m. Parking and Vehicle Policy. The Management Plan shall include a parking and vehicle policy that at a minimum shall address protocols for staff and Client parking of vehicles at the Facility. The parking and vehicle policy shall further prohibit any camping at the Facility, including car camping or any other form of persons sleeping outdoors or in vehicles.
- n. Biohazards. The Management Plan shall include a Biohazard component consistent with the Agency's obligations in Section III. B. 12. below and which shall provide that the Agency will notify the County of any significant biohazard event occurring at the Facility that may pose a risk to health and safety, including, but not limited to, the presence of bodily fluids, blood, hazardous chemicals, or any other materials. Upon discovery of such biohazard event, the Agency must report the issue to the County within 24 hours and provide all relevant information concerning the nature of the biohazard, the location and any actions taken by the Agency to mitigate the risk. The Agency shall fully cooperate with the County in addressing and remediating the biohazard in a safe and efficient manner. The County reserves the right to inspect the Facility and, if necessary, engage professional services to remediate the biohazard at Agency's sole cost and expense.

2. Good Neighbor Agreement. The Agency shall create and implement a Good Neighbor Agreement that includes responsibilities of the Agency and other community partners; neighborhood outreach prior to Facility opening; a plan for responding to and addressing neighborhood concerns related to the Facility; a plan for ongoing communication and updates to community partners; steps for educating Clients regarding the neighborhood, available programming and expectations.

3. **Furnishings.** The County will purchase and install all furnishings, fixtures and equipment except for those furnishings, fixtures and equipment set forth in Exhibit D, which shall be purchased and installed by the Agency. The Agency shall, at its sole cost and expense, maintain and replace all furnishings, fixtures, and equipment, both County-owned and Agency-owned, as provided below in Section III.B.1. g.

B. Phase II – Occupancy and Operation

The HMIS Name and Project ID are: YWCA Edmonds New Start Center-ES and 19849. In compliance with the terms of the Agreement, the Agency shall operate and maintain a non-congregate care residential institution where residence is incidental to the provision of services as contemplated in RCW 59.18.040(1), and that shall include at least 40 Emergency Housing Units at the Facility for adult individuals who are experiencing homelessness, who meet the eligibility and screening criteria; and who are referred by a County approved referral partner, an agency (local jurisdiction or nonprofit service provider) that has signed a Referral Partner Agreement.

1. **License.** Effective upon commencement of Phase 2, as described in this Section III. B., the County hereby grants the Agency a non-exclusive license to use the Facility, including the real property, personal property, furnishings, equipment and fixtures located therein, and commonly known as "Edmonds New Start Center" located at 22127 Highway 99, Edmonds, WA 98026, solely for the purposes and functions described in this Agreement. Should the Agency need access to the Facility prior to the commencement of Phase 2 in order to plan for its occupancy, the Agency will contact Lance Meinhold at (425) 512-4880 to arrange entry subject to any conditions that the County may require to maintain Facility safety and security.
 - a. No illegal use shall be made thereof, nor shall any property that creates any nuisance or fire, explosive, or other hazard be stored therein. Agency's authority to use the Facility shall not be considered exclusive possession or control. The County may enter the Facility at any time to determine whether improper or hazardous use is being made of the Facility. The County may access the Facility at any time to control any criminal activity, nuisance or real or potential harm to persons or property. Nothing in this Agreement shall be considered to diminish the governmental or police powers of the County.

- b. The Agency shall have access to the Facility twenty-four (24) hours a day, seven (7) days a week. The Agency will have use of the County's key card system and may issue, activate or deactivate key cards at its discretion as part of its operation of the Facility. At its sole expense, the County will purchase, install and maintain the key card system and provide the Agency with all blank key cards as the Agency may require. The Agency shall timely notify the County of any repair needs or other problems with the key card system.
- c. The County will work with the Agency to share the following space within the Facility for County operations at the Facility: Room 117 the Mechanical Room may be shared between the Agency and the County.
- d. The Agency has examined the Facility along with the construction plans associated with the Facility and accepts the same. It is agreed that the County shall not be bound by any warranty or representation as to the condition of the Facility, including any warranty or representation based on the construction plans, or in any other manner except as stated herein.
- e. The Agency shall be responsible for the Facility herein described, shall maintain the same in a neat and clean condition and shall return the Facility upon termination in as good a condition and repair as the same now are or may be put into, normal wear and tear and casualty loss not the fault of the Agency excepted.
- f. The County may conduct periodic inspections of the Facility to ensure the Agency's compliance with the terms and conditions of this Agreement and to conduct inspections of mechanical, electrical, alarm testing, and other building systems and equipment within the Facility.
- g. The Agency shall be allowed use of County-owned furniture, fixtures, and equipment located on at Facility except for any such furniture, fixtures or equipment located in the County Office. The Agency shall maintain at its sole cost and expense the County-owned furniture, fixtures, and equipment in the Facility used by the Agency in its operation of the Facility. Agency maintenance of County-owned property shall include, but not be limited to, daily cleaning and sanitizing and replacement. The Agency shall be responsible, at its sole cost and expense, for replacing County-owned furnishings, fixtures

and equipment as necessary, all such replacement items to remain in County ownership.

- h. The County shall not be liable to the Agency for any loss or damage to the Agency's personal property or any other property from theft, fire, or any other cause either before or after termination of this Agreement. Except as otherwise provided herein, by entering this Agreement, the County does not undertake any obligation to maintain, replace or repair any of its facilities or improvements.
- i. If any property of the Agency is not removed from the Facility by the date of termination, the County shall have the right to take possession of and store, use and/or sell the property in such a manner as it deems appropriate, and collect all unpaid fees, storage fees, costs of sale, reasonable attorney's fees, and other expenses from the proceeds of such sale. The Agency expressly agrees that any sale, public or private, may occur not less than thirty (30) days after the date of termination, and may occur with or without notice from the County.
- j. In the event of default or breach of any other condition of this Agreement, or for any and all damages caused to the Facility or other property of the County by Agency, its agents, employees, invitees, volunteers, the County shall have a possessory lien upon any and all Agency property stored, used or located on any property of the County and upon any sums of money advanced to or otherwise in the possession of the County.
- k. The County agrees to pay for all utilities except garbage, recycling, telephones (including cellular service), internet and any leased equipment costs. The Agency may not use, nor shall allow any Clients to use, any ancillary heat sources and/or small appliances (except those provided by the County to individual units such as microwaves and minifridges) in its operation of the Facility without prior consent from the County.
- l. The County will provide and install any Washington State Building Code-required signage on or near the Facility. Any signage required by the Agency for operation of the Facility must be approved by the County prior to installation. The Agency shall be solely responsible for its own installation costs.

- m. This license may not be assigned, sublet, or possession thereof transferred voluntarily or involuntarily by the Agency.
- n. Clients placed by the Agency into Emergency Housing Units may use, store and maintain their personal property within their assigned Emergency Housing Unit. The parties acknowledge and agree that the County is not and shall not be deemed a bailor for any personal property stored or maintained in an Emergency Housing Unit or at the Facility by a Client. The Agency shall be solely responsible for and shall indemnify and hold the County harmless from any and all claims relating to any loss, theft, or damage to personal property of Clients brought onto the Facility.

2. Operations. Consistent with the approved Management Plan and as discussed in Section III A. 1. a. above, the Agency shall provide for 24 hour per day, seven days per week operation of a non-congregate care residential institution where residence is incidental to the provision of services as contemplated in RCW 59.18.040(1), to include desk staffing at all times at the main Facility entrance.

- a. At least one staff person certified in First Aid and CPR will be on duty at all times.
- b. The Agency may not operate a supervised/safe injection facility or a supervised/safe injection service at the Facility. The Agency may not operate or provide detoxification services at the Facility.
- c. Consistent with Section III B. 1. b. above, the Agency shall be responsible for providing key cards to Clients for entry to the Facility. This will include assigning cards to Clients, retrieving cards upon Client move out from the Facility, and replacing cards as necessary.
- d. The Agency shall not allow or store any stolen property at the Facility nor shall the Agency allow any Clients to bring stolen property onto the Facility. If stolen property is discovered on or in possession of a Client, the Agency shall contact local law enforcement and have the Client removed immediately from the Facility. The Agency is responsible for collecting, storing, and disposing of abandoned property (as determined by the County in its sole discretion) located at the Facility or on the real property.

- e. The Agency shall enforce its parking and vehicle policy. The Agency agrees not to approve or authorize any camping at the Facility, including any form of camping (including car camping) and any other form of persons sleeping outdoors or in vehicles at the Facility. The Agency shall notify the County within 24 hours of Agency's discovery of individuals camping (including car camping) or otherwise sleeping outdoors at the Facility.
- f. Agency staff will supervise phone and internet use by Clients on common area phones and computers.
- g. The Agency shall be solely responsible for contracting for confidential shredding services.
- h. The Agency may, subject to County approval, develop a pet policy and pet agreement for Clients.
- i. Occupancy Requirements. Consistent with the approved Management Plan and as discussed in Section III. A.1. b. above, the Agency shall place no more than one (1) adult individual in each Emergency Housing Unit. Under no circumstances will the Agency place any individuals under the age of 18 years in an Emergency Housing Unit nor allow any such minor individuals to remain at the Facility overnight. After a ramp-up period of four calendar months in the Initial Term and subject to health and safety protocols, the Agency shall maintain a vacancy rate of five percent (5%) or less. During the Initial Term, the County, in its sole discretion may extend the "ramp-up" period by written notice to the Agency.

3. Occupancy Screening. Consistent with the approved Management Plan and as discussed in Section III. A. 1. c. above, the Agency shall screen Clients as follows:

- a. Referral Partners. During Phase 2 of the Agreement, the Agency shall comply with County decisions related to the eligibility and referral of individuals to the Facility, as set forth in a Referral Partner Agreement executed by local jurisdictions and nonprofit service providers. The Agency shall ensure that all Clients served by the Facility shall have the opportunity to be enrolled in Coordinated Entry by referring Clients to VOAWW Connect to enroll the Client in Coordinated Entry or through collaboration with a partner organization's Coordinated Entry Resource Navigator.

b. Screening. The Agency shall ensure that a screening process including criminal background check for prohibited offenses and a search of the Washington Sex Offender Public Registry and the National Sex Offender Registry for registered sex offender status is performed prior to a referred Client's acceptance into the Facility. Agency shall not accept a Client into the Facility who has committed a prohibited offense or who is listed in the Washington Sex Offender Public Registry as a Level I Non-Compliant, Level II, or Level III sex offender or who appears in the National Sex Offender Registry, as set forth herein, in Attachment 2, and in the Management Plan.

c. The Agency shall process referred Clients according to the minimum requirements as set forth in Attachment 2 to this Exhibit. The Eligibility Referral Policies may be modified from time to time by the County, at its sole discretion, and modifications shall be incorporated by reference into this Agreement upon written notification to Agency. Agency may not operate Facility on a drop-in basis. The Agency shall maintain all required documentation of eligibility of referred Clients, including income eligibility.

d. Participation in HMIS. The Agency shall participate in the Snohomish County Homeless Management Information System ("Snohomish County HMIS"), which is administered by the County's Human Services Department. Snohomish County HMIS is an electronic database that collects data on homeless persons who receive coordinated entry, navigation services, outreach, homeless prevention and intervention services, emergency shelter, transitional housing, supportive services not linked with housing, and permanent housing, including rapid rehousing, permanent supportive housing, and other permanent housing. Agency's participation in HMIS shall include:

- (i) Technical set up;
- (ii) Staff training;
- (iii) Development and adherence to an HMIS implementation schedule;
- (iv) Adherence to the requirements set forth in the Local HMIS Data Quality Plan, including timely data entry, internal monitoring of data quality, and timely correction of data;
- (v) Adherence to the requirements set forth in the Snohomish County HMIS Policy and Procedures Manual; and

(vi) Adherence to the requirements set forth in the “Agency Partner Agreement” and “User Policy, Code of Ethics, and Responsibility Statement” executed by the Agency and Agency staff.

e. Point-In-Time Count. The Agency shall participate in Everett/Snohomish County Continuum of Care (CoC) activities, including participation in planning activities, and the annual Point-In-Time (PIT) Count of individuals and families experiencing homelessness or who are at risk of homelessness. PIT participation includes the active recruitment of volunteers to conduct the PIT Count and submission of PIT project-specific data and information.

4. Programming and Services. Consistent with the approved Management Plan and as discussed in Section III. A. 1. d-e. above, the Agency will provide services to Clients as follows:

- a. Specific to the unique needs of each Client, the Agency shall provide day-to-day support and engagement with Clients including routine wellness checks, care coordination, crisis intervention, behavioral health services, coordination of scheduled appointments, coordination with other service providers, and other services as appropriate to the Client's needs.
- b. To the extent possible, the Agency shall assist Clients with the goal of obtaining housing within approximately ninety (90) days of Client move-in. The Agency shall identify actionable steps to make progress on this goal and to prevent Client return to homelessness. In providing these services, the Agency shall provide individualized supportive services including comprehensive housing stability planning, targeted housing search, rental barrier assessments and options, and housing resource education on programs such as Housing and Essential Needs (HEN) and housing authorities.
- c. The Agency will use Facility common area spaces for meeting groups (such as alcoholics anonymous, narcotics anonymous, etc.) and for clinical services (such as on-site nurse visits). The Agency will maintain and operate these common area spaces to provide appropriate programming for Clients as set forth in the Management Plan.

5. Janitorial Services. Consistent with the approved Management Plan and as discussed in Section III. A. 1. f. above, the Agency will provide, at its sole cost and expense, the following janitorial services:

- a. The Agency shall clean common areas, conduct periodic room cleaning, perform unit turnover, unit inspections, and sanitize furniture, fixtures, window coverings and other equipment.
- b. The Agency will establish, coordinate, schedule, and pay for garbage and recycling services at the Facility, including any fees related to the use or rental of dumpsters and recycling units.
- c. The County shall provide a minimum of four garbage receptacles with smoking decanters for use in exterior areas of the Facility. The Agency will be responsible for daily and if needed additional emptying and removal of waste collected in the exterior garbage receptacles and the smoking decanters. All garbage and cigarette butts collected by the Agency from the exterior garbage receptacles and smoking decanter shall be placed in the Agency's dumpster(s).
- d. The Agency shall be responsible for bio-hazardous waste cleanup at the Facility. Bio-hazardous waste cleanup shall include, but not be limited to, the cleanup of blood and bodily fluids wherever found, including bedding, mats, flooring, restrooms, walls, doorways, entrances, ceilings, furniture, fixtures, equipment, and sleeping areas. The Agency shall contract with a state certified contractor or have properly trained certified staff to clean up bio-hazardous waste at the Facility. If the Agency has trained certified staff to clean up bio-hazardous waste the Agency shall supply, at its own expense, an on-site bio-hazard cleaning kit and protective equipment. The Agency's state certified contractor or trained certified staff shall provide emergency bio-hazard cleanup within one hour of discovery of bio-hazardous waste at the Facility. The Agency shall close access to effected areas of the Facility during bio-hazardous waste cleanup.
- e. The Agency shall be responsible for pest management that includes utilizing a bed bug tent and implementing bed bug prevention protocols during Client intake. The Agency shall provide professional bed bug, pest and rodent control services to prevent, monitor and remediate any bed bugs, pest infestations or rodent activity at the Facility.

- f. The Agency may subcontract some or all janitorial services to a third party but must maintain oversight and close coordination to ensure cleanliness on site.
- 6. County Maintenance and Repair.
 - a. The County shall be solely responsible for all maintenance and repair work not otherwise the responsibility of the Agency as detailed herein, PROVIDED, HOWEVER, that the County may seek reimbursement or otherwise withhold funding to cover the costs of any repairs occasioned by the negligence of the Agency, its agents or employees. The County will perform repair and maintenance work consistent with its Bridge Housing Operations and Maintenance Plan, as the same may be updated from time to time.
 - b. The Agency shall provide timely notification of maintenance and repair needs to County staff. The Agency shall coordinate with the County to schedule maintenance and repair work. For repair and maintenance work occurring within an occupied individual unit, Agency staff shall first clear the individual unit of all occupants, including pets where required under a pet policy. Agency staff shall then accompany County staff into the individual unit and witness the repair or maintenance work.
 - c. County maintenance and repair shall include graffiti removal, snow removal and deicing and landscaping, including removal of yard waste.
 - d. Except as provided in Section III.A.1.n. above, within 24 hours of discovery, the Agency shall provide notification to the County of any suspected illicit drug or other contamination of any kind in any of the units, common areas, or other areas of the Facility for possible testing. The County shall undertake all remediation work necessary to bring the Facility into compliance with any contamination standards as may be set by the State of Washington. The Agency shall cooperate with the County to coordinate testing and remediation work, including annual testing required under SCC 4.46.800.
 - e. The Agency shall coordinate with the County to relocate Clients to other individual units when necessary, in the County's sole discretion, to accommodate repair, maintenance, cleaning or remediation work.

- f. The Agency will coordinate with on-site staff for general maintenance and repair work either by submitting a work request or by contacting the County at 425-388-3347. The County may also provide the Agency with access to its computerized maintenance management system for work request submittals. For after-hour maintenance and repair emergencies, the Agency will contact the County through 425-388-3347.
- 7. Laundry Services. Consistent with the approved Management Plan and as discussed in Section III. A. 1. g. above, the Agency shall provide, at its sole cost and expense, routine laundry services to Clients that include clean linens and towels no less frequently than once per week.
 - a. In addition, the Agency shall ensure Clients have regular access to on-site laundry facilities and, as appropriate, shall assist Clients in doing their own personal laundry.
 - b. The Agency shall manage day-to-day Client access and use of on-site laundry equipment.
- 8. Health and Safety. Consistent with the approved Management Plan and as discussed in Section III. A. 1. h.. above, the Agency shall, at its sole cost and expense, ensure Facility is kept in a safe and sanitary condition and is in good repair. This includes but is not limited to:
 - a. The Agency shall ensure that Clients maintain proper ventilation, lighting and temperature control in their individual units.
 - b. The Agency shall ensure that common restroom facilities and wash bins include appropriate hygienic supplies and/or equipment. Agency shall ensure that a cleaning and maintenance schedule is in place that includes sanitizing common restrooms on a regular basis, but no less than once a week.
 - c. Agency shall ensure that individual unit bathrooms include appropriate hygienic supplies and/or equipment. Agency shall ensure that Clients clean and sanitize their bathrooms regularly and, where appropriate, shall assist Clients with bathroom cleaning and sanitization, PROVIDED, HOWEVER, that Agency will provide deep cleaning janitorial services in

individual unit bathrooms when appropriate, PROVIDED, FURTHER, that the Agency will provide written notification to the County, as provided herein in Section III. B. 12, regarding any possible biohazard or other hazardous materials contamination that cannot be remediated through regular cleaning and sanitization.

- d. The Agency shall follow best practices for sanitization.
- e. The Agency shall develop a policy for handling sharps (injection equipment, hypodermic needles, and other instruments used to pierce the skin), and as appropriate, provide sharps containers to ensure appropriate disposal.
- f. The Agency shall be responsible for bio-hazardous waste cleanup at the Facility. Bio-hazardous waste cleanup shall include, but not be limited to, the cleanup of blood and bodily fluids wherever found, including on bedding, mats, flooring, restrooms, walls, doorways, entrances, ceilings, furniture, fixtures, equipment, and sleeping areas. The Agency shall contract with a state-certified contractor or have properly trained certified staff to clean up bio-hazardous waste at the Facility. If the Agency has trained certified staff to clean up bio-hazardous waste the Agency shall supply, at its own expense, an on-site bio-hazard cleaning kit and protective equipment. The Agency's state certified contractor or trained certified staff shall provide emergency bio-hazard cleanup within one hour of discovery of bio-hazardous waste at the Facility. The Agency shall close access to effected areas of the Facility during bio-hazardous waste cleanup.
- g. The Agency shall ensure that Clients do not smoke in their individual units. The Agency shall further ensure that no smoking is allowed within 25 feet of any services space within the Facility. The Agency will direct Clients to use any designated smoking areas and will further direct all Clients to fully extinguish cigarettes in designated smoking decanters.
- h. The Agency shall maintain and follow written policies and procedures for the prevention and control of communicable diseases. Policies should include components of universal precautions, blood/airborne pathogens, tuberculosis (TB) and other infectious diseases.
- i. The Agency must inform staff and volunteers prior to hire or service of other health risks they may encounter working at

the Facility, such as TB or other communicable diseases. The Agency shall have a practice of encouraging staff and volunteers to update their immunizations per Washington State Department of Health recommendations.

- j. In the event of an officially declared public health emergency, the Agency shall implement recommendations from Washington State public health officials to respond to or prevent disease transmission.
- k. The Agency shall have a complete and accessible First Aid Kit at the Facility. The Agency shall ensure that the First Aid Kit remains stocked with sufficient supplies.
- l. The Agency shall have at least one person certified in First Aid and CPR on duty at the Facility at all times.
- m. The Agency shall have a process for internal reporting and reviewing of health and safety and security incidents. The Agency shall have a process for reporting elder abuse and domestic violence.
- n. The Agency shall train staff and volunteers on health and safety components of the Management Plan prior to starting employment at the Facility and annually thereafter. The Agency shall provide other staff training as required by the County.

9. Food Service. Consistent with the approved Management Plan and as discussed in Section III.A.1.i. above, the Agency shall provide, at its sole cost and expense, one hot meal and one cold meal per day to each Client. The Agency shall assist Clients in obtaining snacks or food that can be kept in a unit cabinet, heated in a microwave, or stored in a unit refrigerator for personal use. At the Agency's discretion, the Agency may coordinate with the County to install vending machines within the Facility.

10. Safety and Security. Consistent with the approved Management Plan and as discussed in Section III. A. 1. j. above and the minimum requirements set forth in Attachment 3 to this Exhibit, the Agency shall, at its sole cost and expense, perform security services, patrols, routine and non-routine Unit inspections, and a minimum number of security cameras necessary to provide visual coverage of the Facility for safety and security based on camera type and capability, all as determined by the County in its sole discretion.

- a. The Agency shall also develop emergency, evacuation, and fire safety plans, and practice those plans on a regular schedule.
- b. The Agency may subcontract security services to a third party, subject to County review and approval, but must maintain oversight and close coordination with any subcontractor to ensure safety and security on site.
- c. At its sole option, the County may reassess the level of security provided by the Agency and require additional security services, as determined by the County in its sole discretion;
- d. The Agency shall train new staff on the safety and security components of the Management Plan prior to staff working at the Facility and at least annually thereafter. The Agency shall further train staff in behavioral health crisis management protocols and de-escalation methods.

11. Code of Conduct. The Agency shall provide a copy of the Code of Conduct to each referred Client, and the Agency shall collect a signed version of the same from each referred Client prior to Client move-in. The Agency shall also provide each referred Client with a copy of the progressive disciplinary procedures. Where the Agency fails to remove a Client from the Facility whose removal is dictated by the Code of Conduct, the County reserves all of its rights under law and equity to remove the Client from the Facility at Agency's cost and expense. The County may also direct Agency to remove a Client from the Facility. Agency's failure to remove a Client from the Facility whose removal is dictated by the Code of Conduct or pursuant to County direction, shall be a material breach of this Agreement subject to the termination provisions of this Agreement.

12. Biohazards. Consistent with the approved Management Plan and as discussed in Section III. A. 1. n. above, Agency will notify the County, of any significant biohazard event occurring at the Facility that may pose a risk to health and safety, including, but not limited to, the presence of bodily fluids, blood, hazardous chemicals, or any other materials. Upon discovery of such biohazard event, the Agency must report the issue to the County within 24 hours and provide all relevant information concerning the nature of the biohazard, the location and any actions taken by the Agency to mitigate the risk. The Agency shall fully cooperate with the County in addressing and remediating the biohazard in a safe and efficient manner. The County reserves the right to inspect the Facility and, if necessary, engage professional

services to remediate the biohazard at Agency's sole cost and expense.

IV. OUTPUT

Agency's unit vacancy rate shall be measured against the following:

Measure	Description	Output
Utilization	Units are estimated to be at least 40 pending the final layout at time of operations.	Number of units at time of project completion.

V. REPORTS

The Agency shall submit to the County such reports as the County requests pursuant to the requirements of federal, state, and/or local law, as applicable. At a minimum, the Agency shall submit, in a format prescribed by the County, the following reports:

REPORT	DUE DATE
Housing Inventory Count (HIC)/ Annual Report	According to HMIS Policies and Procedures.
Quarterly Report	According to HMIS Policies and Procedures.
Annual Report	Annually, due by January 30 th for the prior calendar year; and
Financial Report	As needed upon County request
Commerce Golden Report. Any data issue identified by the County, including but not limited to, Client enrollment and assessment data, performance outcomes, and financial data must be addressed by the Agency in accordance with the Snohomish County HMIS Policies and Procedures, as described further in Exhibit A.	Annually, by the submission deadline established by the County; and

VI. CORRECTIVE ACTION

The Agency agrees that the County has the authority to monitor the Project and to assess performance, compliance, and project progress. Nothing in this Section shall prevent the County from exercising rights and procedures set forth in the General Terms and Conditions. In addition to all options available to the County under the General Terms and Conditions, if the Agency has expenditure, or

performance issues related to use, expenditures, outcomes, or required reports, the County may, in its sole discretion, implement the following corrective action:

- A. The County will provide written notice of issues identified and steps that the County will be taking to address those issues, requirements for Agency response, timeframe for taking corrective action, and/or identification of other necessary information to address the issues, set forth in a written Corrective Action Plan (CAP). The County may require subsequent written documentation from Agency depending on status of the issues and progress toward resolution.
- B. The written Corrective Action Plan (CAP) developed by the County will detail actions to be completed by the Agency and a required response date. A written CAP may be a component of a monitoring letter or a separate written document to address any identified issues. The Agency shall respond by the date provided documenting actions in adequate detail for the County to assess whether issues are in the process of being or have been resolved. The County will assess contract and performance issues using all necessary information to determine if the CAP requirements have been met and issues resolved or if further steps are needed.
 1. Low-Level Intervention may include more training or technical assistance, monitoring, more frequent reviews of reports or invoices or other activities to address the concerns.
 2. Moderate-Level Interventions will address more serious concerns and may include restricting payments, disallowing costs, repayments, or other actions to address concerns.
 3. High-Level Interventions will address the most serious concerns and may include contract suspension or termination, legal action, and could result in not being eligible to apply for funding or receive future funding or other actions that address serious concerns.

ATTACHMENT 1
MINIMUM REQUIREMENTS FOR CODE OF CONDUCT
EDMONDS NEW START CENTER

I. PURPOSE

To communicate clear expectations, requirements, accountability, and corrective action with Clients.

II. POLICY

Agencies operating County owned Emergency Housing projects shall develop and implement a Code of Conduct that contains requirements of the Agreement and this Attachment. The Code of Conduct is subject to County approval and shall include:

1. Behavioral expectations for Clients including participation in appropriate (case-by-case) substance use disorder or mental health treatment programs.
2. Safety protocols.
3. Visitor policy.
4. Grounds and process for termination and removal from the program, delineating between behaviors that result in immediate termination and those that initiate progressive disciplinary procedures. The Code of Conduct shall describe expectations for Client behavior and consequences of Client failure to comply with the Code of Conduct. The Code of Conduct shall include procedures requiring written notice to Clients regarding 1) violations of the Code of Conduct, 2) progressive disciplinary consequences to Client conduct and 3) an opportunity for the Client to provide information to Agency about Client's conduct.

The following shall be grounds for immediate termination from the program:

1. Violence
2. Sexual abuse
3. Use of illicit substances on-site.

4. Manufacturing of illicit substances on-site.
5. Distribution of controlled substances on-site.
6. Causing a life-threatening safety hazard.

In addition, the Agency shall specifically prohibit the following, which will be grounds for progressive disciplinary procedures or immediate termination depending on the specific scenario:

1. Harassment or threatening behavior.
2. Sexual harassment.
3. Possession or use of a weapon on-site. Weapon shall mean any firearm, explosive as defined in RCW 70.74.010, or any weapon of the kind usually known as slingshot, sand club, or metal knuckles, or any knife (excepting kitchen cutlery used for the appropriate purpose), dagger, dirk, or other similar weapon that is capable of causing death or bodily injury and is commonly used with the intent to cause death or bodily injury, plus any item listed in the Management Plan as a Prohibited Item.
4. Causing a non-life-threatening safety hazard.
5. Smoking in room or non-designated area.
6. Being intoxicated or impaired in common areas.
7. Provision of tobacco or alcohol to minors.
8. Causing property damage.

Coordination with Referral Partners: Agency staff shall educate referral partners on the Code of Conduct. Referral partners are required to review the Code of Conduct with potential Clients prior to submitting a referral.

Client Agreement: Agency staff shall review the Code of Conduct with Clients at project intake. Agency shall collect a signed Code of Conduct from each Client prior to Client move-in.

ATTACHMENT 2

REFERRAL & ELIGIBILITY MINIMUM REQUIREMENTS

EDMONDS NEW START CENTER

I. PURPOSE

To establish eligibility criteria and a uniform process for referrals to County-owned New Start Center facilities.

Eligibility and referral policies are intended to select Clients that will succeed in a non-congregate setting and continue to make progress toward permanent housing.

II. POLICY

Snohomish County will determine eligibility criteria and referral policies for County-owned New Start Center facilities. All Clients must meet eligibility criteria and be referred to the projects in accordance with the policies described below. Agency will have final approval for admission to the New Start Center and placement in individual units consistent with the Agreement and this Attachment.

Target Population: The projects will serve 1) individuals currently residing in shelters (congregate, non-congregate, or pallet) to be selected by the County OR 2) individuals in consistent contact with a County-approved referral partner and actively engaging in activities to achieve housing stability.

Eligibility Criteria: The program shall serve Eligible Clients only. Eligible Clients must satisfy the following requirement:

1. Be 18 years of age or older.
2. Be literally homeless (Category 1) as defined by HUD Defining Homeless Rule.
 - a. Has a primary nighttime residence that is a public or private place not meant for human habitation; or
 - b. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs); or

- c. Is exiting an institution where they resided for 90 days or less and resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
- 3. Be currently residing in a shelter (congregate, non-congregate, or pallet) selected by the County OR in consistent contact with a County-approved referral partner and actively engaging in activities to achieve housing stability.
- 4. At or below 50% of the area median income for Snohomish County.
- 5. Not have a recent conviction (within 5 years) for manufacture or distribution/delivery of a controlled substance.
- 6. Not be a level 1 noncompliant, level two, or level three registered sex offender.
- 7. Not have a conviction of a of a crime of violence as defined by RCW 9.41.010(7).
- 8. No substance use in the last 30-days.
- 9. Be able to manage activities of daily living, including:
 - a. Ambulating: The ability to get in and out of bed and move independently.
 - b. Feeding: The ability to feed oneself.
 - c. Dressing: The ability to put on clothes unassisted.
 - d. Personal hygiene: The ability to bathe and perform essential grooming.
 - e. Continence: The ability to control bladder and bowel function.
 - f. Toileting: The ability to get and from the toilet, use it appropriately, and clean oneself.
 - g. Medications: The ability to manage medications without assistance.

Referral Pathways: The New Start Centers will not operate on a drop-in-basis. All Clients must be referred by entities that are on the list of County-approved designated referral partners. The Director of the Human Services Department (or their designee) may add to, or remove, from the list of designated referral partners. The local jurisdictions of the specific New Start Center facility will be consulted in the selection of designated referral partners.

Local Referrals: The goal is that at least 75% of Clients referred to the projects are residents of the local community, defined as:

- Edmonds Location: 75% of Clients referred to the project shall be residents of South Snohomish County. Agency shall give priority to Edmonds residents according to selection criteria set forth in the Management Plan.
- Everett Location: 75% of Clients referred to the project shall be residents of Everett. Agency shall give priority to Everett residents according to selection criteria set forth in the Management Plan.

ATTACHMENT 3

SAFETY & SECURITY MINIMUM REQUIREMENTS

EDMONDS NEW START CENTER

I. PURPOSE

To maintain a safe and secure environment for participants, staff, and anyone on-site at the New Start Centers.

II. POLICY

Safety and security measures from the Agreement and this Attachment shall be incorporated into the Management Plan, staff training, facility design, and communication with Clients.

New Start Center security shall include, at a minimum:

1. 24/7 staffing of front desk, overseeing participant/guest entry, and monitoring security cameras.
2. Provide on-site security staff. The Agency may subcontract security services to a third party but must maintain oversight and close coordination with the subcontractor. 24/7 security staff will be provided during the first year of operations. The County and Agency will reassess the level of security needed during the first year of operations.
3. Regularly patrol property, as set forth in the Management Plan.
4. Conduct routine room inspections to monitor rooms for safety or security concerns, as set forth in Management Plan.
5. Conduct routine wellness checks to monitor participants' wellbeing, as set forth in the Management Plan.
6. Maintain written procedures for staff response to safety and security concerns, including contacting law enforcement or emergency services as appropriate.
7. Maintain written emergency plans including evacuation.
8. Train its staff in de-escalation, trauma informed care, and response to safety or security concerns.

Facility Design: The Facility shall have perimeter fencing and a single point of entry that allows staff to monitor entry. High quality vape detectors shall be installed in every room. Security cameras will be installed in strategic locations not to include individual rooms.

Communication with Clients: The Agency shall explain safety and security policies during the referral process, intake, and regularly throughout Client stay at the Facility. The Agency shall clearly communicate and consistently enforce the consequences of safety violations.

EXHIBIT C
CONTRACT BUDGET - COST REIMBURSEMENT
EDMONDS NEW START CENTER

AGENCY NAME: YWCA of Seattle-King County- Snohomish County
CONTRACT PERIOD: 7/1/2025 to 12/31/2026

FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	FUNDING PERIOD	AMOUNT	AMENDMENT	TOTAL AMOUNT
AHBH 1590 Sales Tax	7/1/2025 to 12/31/2026	\$ 2,122,669		\$ 2,122,669
				-
				-
				-
				-
				-
TOTAL FUNDS AWARDED:		\$ 2,122,669	\$ -	\$ 2,122,669

MATCHING RESOURCES:

YWCA Investment	\$ 43,000
TOTAL MATCHING RESOURCES: \$ 43,000	

MATCH REQUIREMENTS FOR CONTRACT: % _____ AMOUNT: _____

OTHER PROGRAM RESOURCES (Identify):

SOURCE	FUNDING PERIOD	AMOUNT
HOME ARP	7/1/2025 to 12/31/2026	\$ 1,884,294
TOTAL OTHER RESOURCES: \$ 1,884,294		

EXPENDITURES

CATEGORY	AHBH	FUND SOURCE	TOTAL	MATCHING RESOURCES	OTHER RESOURCES
Salaries/Wages	\$ 314,809		\$ 314,809		\$ 944,654
Benefits	\$ 59,360		\$ 59,360		189,640
Supplies/Minor Equip.	\$ 30,000		\$ 30,000		
Prof. Services	\$ 450,000		\$ 450,000		
Postage	\$ 1,500		\$ 1,500		
Telephone	\$ 8,000		\$ 8,000		
Mileage/Fares	\$ 10,000		\$ 10,000		
Meals			\$ -		500,000
Lodging	\$ 15,000		\$ 15,000		
Advertising	\$ 5,000		\$ 5,000		
Leases/Rentals	\$ 6,000		\$ 6,000		
Insurance	\$ 120,000		\$ 120,000		
Utilities	\$ 180,000		\$ 180,000		
Repairs/Maint.	\$ 200,000		\$ 200,000	\$ 15,000	
Client Flex Funds			\$ -		250,000
Client Rent			\$ -		
Printing			\$ -		
Dues/Subscrip.			\$ -		
Regis./Tuition	\$ 8,000		\$ 8,000		
Machinery/Equip.	\$ 130,000		\$ 130,000		
Administration	\$ 130,000		\$ 130,000	\$ 10,000	
Indirect	\$ 450,000		\$ 450,000	\$ 18,000	
Occupancy			\$ -		
Miscellaneous	\$ 5,000		\$ 5,000		
Misc. Construction			\$ -		
Acquisition			\$ -		
Relocation			\$ -		
			\$ -		
TOTAL	\$ 2,122,669	\$ -	\$ 2,122,669	\$ 43,000	\$ 1,884,294

EXPENDITURE NARRATIVE

AMOUNT	CATEGORY	NARRATIVE (provide justification describing each category supported with funds awarded under this contract)
\$ 314,809	Salaries/Wages	Provides staffing for Admin Analyst, Data Coordinator, Senior Director, Program Supervisor, Chief Program Officer, Maintenance Staff and Custodian
\$ 59,360	Benefits	20.02% is our current benefit rate, include FICA, retirement, Healthcare, unemployment and workers comp.
\$ 30,000	Supplies/Minor Equip.	Office supplies and unit turnover supplies.
\$ 450,000	Prof. Services	Security, Pest control, fire safety and legal costs
\$ 1,500	Postage	Mailings
\$ 8,000	Telephone	Includes cell phones
\$ 10,000	Mileage/Fares	Mileage for staff
\$ 15,000	Lodging	Training and conference costs
\$ 5,000	Advertising	Advertising for staffing
\$ 6,000	Leases/Rentals	Copier Lease
\$ 120,000	Insurance	Program liability insurance
\$ 180,000	Utilities	Water Sewer Garbage, Internet, Electricity
\$ 200,000	Repairs/Maint.	Unit turnovers, painting and furniture
\$ 8,000	Regis./Tuition	registration fees
\$ 130,000	Machinery/Equip.	Camera, Washer, Dryers, Gates
\$ 130,000	Administration	IT cost
\$ 450,000	Indirect	15% Admin
\$ 5,000	Miscellaneous	Community neighborhood meetings
\$ 2,122,669	TOTAL	

DETAIL SALARIES / WAGES

POSITION	FUND SOURCE	% OF TIME TO FUND SOURCE	TOTAL MONTHLY	MONTHLY CHARGE TO FUND SOURCE	# OF MONTHS	TOTAL CHARGE TO FUND SOURCE
Admin Analyst	AHBH	25.00%	\$5,547	\$1,387	12.00	\$16,641
Data Coordinator	AHBH	15.00%	5,547	832	12.00	9,985
Senior Director	AHBH	25.00%	10,001	2,500	15.00	37,504
Program Supervisor (weekend and night)	AHBH	100.00%	5,720	5,720	14.00	80,080
Chief Program Officer	AHBH	10.00%	17,333	1,733	12.00	20,800
Maintenance Staff	AHBH	100.00%	5,200	5,200	14.00	72,800
Custodian	AHBH	100.00%	4,044	4,044	14.00	56,616
On Call Custodian/Maintenance	AHBH	100.00%	1,456	1,456	14.00	20,384
TOTAL:						\$ 314,809

NOTE: Above figures may reflect rounding

EXHIBIT D

New Start Center of Edmonds				FF&E Matrix		
Area	Item	Initial Purchaser	Seller	Initial Installer	Maintenance Provider	Product Replacement
General	Security Equipment	YWCA	TBD	YWCA	YWCA	YWCA
General	Security Cameras	YWCA	TBD	YWCA	YWCA	YWCA
General	Cabeling for Security	SnoCo Facilities	General Contractor	General Contractor	YWCA	YWCA
General	Internet Servers	YWCA	TBD	YWCA	YWCA	YWCA
General	Wireless Access Points	YWCA	TBD	YWCA	YWCA	YWCA
General	Cabeling for Internet	SnoCo Facilities	General Contractor	General Contractor	YWCA	YWCA
General	Key Card Programmer	SnoCo Facilities	General Contractor	General Contractor	SnoCo Facilities	SnoCo Human Services
Front Desk / Help Center	Resident Use Desks	SnoCo Facilities	Workpointe - KI Furniture	Workpointe - KI Furniture	YWCA	YWCA
Front Desk / Help Center	Resident Use Desk Chairs	SnoCo Facilities	Workpointe - KI Furniture	Workpointe - KI Furniture	YWCA	YWCA
Front Desk / Help Center	Resident Use Lounge Chairs	SnoCo Facilities	Workpointe - KI Furniture	Workpointe - KI Furniture	YWCA	YWCA
Front Desk / Help Center	Resident Use Tables	SnoCo Facilities	Workpointe - KI Furniture	Workpointe - KI Furniture	YWCA	YWCA
Front Desk / Help Center	Floor Lamps	SnoCo Facilities	TBD	SnoCo Facilities	YWCA	YWCA
Front Desk / Help Center	Television	SnoCo Facilities	TBD	SnoCo Facilities	YWCA	YWCA
Front Desk / Help Center	Computers	YWCA	TBD	YWCA	YWCA	YWCA
Front Desk / Help Center	Operator Chairs	SnoCo Facilities	Workpointe - KI Furniture	Workpointe - KI Furniture	YWCA	YWCA
Front Desk / Help Center	Vending Machines	YWCA	TBD	YWCA	YWCA	YWCA
Front Desk / Help Center	Computers	YWCA	TBD	YWCA	YWCA	YWCA
Operator Offices	File Cabinets	YWCA	TBD	YWCA	YWCA	YWCA
Operator Offices	Desks	SnoCo Facilities	Workpointe - KI Furniture	Workpointe - KI Furniture	YWCA	YWCA
Operator Offices	Desk Chairs	SnoCo Facilities	Workpointe - KI Furniture	Workpointe - KI Furniture	YWCA	YWCA
Staff Break Room	Table	SnoCo Facilities	Workpointe - KI Furniture	Workpointe - KI Furniture	YWCA	YWCA
Staff Break Room	Chairs	SnoCo Facilities	Workpointe - KI Furniture	Workpointe - KI Furniture	YWCA	YWCA
Intake Room	Bed Bug Tent	YWCA	TBD	YWCA	YWCA	YWCA
Intake Room	Other Furniture	YWCA	TBD	YWCA	YWCA	YWCA
Intake Room	Computers	YWCA	TBD	YWCA	YWCA	YWCA
Staff Laundry	Industrial Clothes Washer	SnoCo Facilities	Existing	Existing	SnoCo Facilities	SnoCo Human Services
Staff Laundry	Industrial Clothes Dryer	SnoCo Facilities	Existing	Existing	SnoCo Facilities	SnoCo Human Services
Multi-purpose / Dining	Tables	SnoCo Facilities	Workpointe - KI Furniture	Workpointe - KI Furniture	YWCA	YWCA
Multi-purpose / Dining	Chairs	SnoCo Facilities	Workpointe - KI Furniture	Workpointe - KI Furniture	YWCA	YWCA
Counseling Offices	Desks	SnoCo Facilities	Workpointe - KI Furniture	Workpointe - KI Furniture	YWCA	YWCA
Counseling Offices	Desk Chairs	SnoCo Facilities	Workpointe - KI Furniture	Workpointe - KI Furniture	YWCA	YWCA
Counseling Offices	File Cabinets	YWCA	TBD	YWCA	YWCA	YWCA
Counseling Offices	Floor Lamps	SnoCo Facilities	TBD	SnoCo Facilities	YWCA	YWCA
Counseling Offices	Desk Lamps	YWCA	TBD	YWCA	YWCA	YWCA
Counseling Offices	Computers	YWCA	TBD	YWCA	YWCA	YWCA
Resident Lounge	Lounge Chairs / Sofas	SnoCo Facilities	Workpointe - KI Furniture	Workpointe - KI Furniture	YWCA	YWCA
Resident Lounge	Tables	SnoCo Facilities	Workpointe - KI Furniture	Workpointe - KI Furniture	YWCA	YWCA
Resident Lounge	Floor Lamps	SnoCo Facilities	TBD	SnoCo Facilities	YWCA	YWCA
Resident Lounge	Televisions	SnoCo Facilities	TBD	SnoCo Facilities	YWCA	YWCA
Meal Prep	Warming Cabinets	SnoCo Facilities	TBD	SnoCo Facilities	YWCA	YWCA
Meal Prep	Refrigerators	SnoCo Facilities	TBD	SnoCo Facilities	YWCA	YWCA
Resident Laundry	Clothes Washers	YWCA	TBD	TBD	YWCA	TBD
Resident Laundry	Clothes Dryers	YWCA	TBD	TBD	YWCA	TBD
Resident Rooms	Bed Frames	SnoCo Facilities	Correctional Industries	Correctional Industries	YWCA	YWCA

Exhibit D

HCS-25-72-2501-130

YWCA of Seattle-King County-Snohomish County

Page 1 of 2

New Start Center of Edmonds					FF&E Matrix	
Resident Rooms	Beds	SnoCo Facilities	Correctional Industries	Correctional Industries	YWCA	YWCA
Resident Rooms	Floor Lamps	SnoCo Facilities	Existing	SnoCo Facilities	YWCA	YWCA
Resident Rooms	Night Stands	SnoCo Facilities	Correctional Industries	Correctional Industries	YWCA	YWCA
Resident Rooms	Dressers	SnoCo Facilities	Correctional Industries	Correctional Industries	YWCA	YWCA
Resident Rooms	Desks	SnoCo Facilities	Correctional Industries	Correctional Industries	YWCA	YWCA
Resident Rooms	Desk Chairs	SnoCo Facilities	Correctional Industries	Correctional Industries	YWCA	YWCA
Resident Rooms	Desk Lamps	SnoCo Facilities	Existing	SnoCo Facilities	YWCA	YWCA
Resident Rooms	Chairs	SnoCo Facilities	Correctional Industries	Correctional Industries	YWCA	YWCA
Resident Rooms	Televisions	SnoCo Facilities	Best Buy	SnoCo Facilities	YWCA	YWCA
Resident Rooms	Mini-refrigerator	SnoCo Facilities	General Contractor	General Contractor	YWCA/Residents	SnoCo Human Services
Resident Rooms	Microwaves	SnoCo Facilities	General Contractor	General Contractor	YWCA/Residents	SnoCo Human Services