

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202106043 - 4

| | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Originating Department: | | 85 Health | |
| Division/Program: (i.e. Dept. Division and Program) | | 8550 Human Services / 855040 Housing | |
| Contract or Grant Administrator: | | Chris D'Onofrio | |
| Contractor's / Agency Name: | | Northwest Youth Services | |
| Is this a New Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: | | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 202106043 |
| Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | If No, include WCC: | | |
| Already approved? Council Approved Date: | | (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) | |
| Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | If yes, grantor agency contract number(s): | | CFDA#: |
| Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | If yes, Whatcom County grant contract number(s): | | 202107011 |
| Is this contract the result of a RFP or Bid process? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | If yes, RFP and Bid number(s): | 21-04 | Contract Cost Center: 122200 / 122300 |
| Is this agreement excluded from E-Verify? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> | | | |
| If YES, indicate exclusion(s) below: | | | |
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). | |
| <input type="checkbox"/> Contract work is for less than \$100,000. | | <input type="checkbox"/> Work related subcontract less than \$25,000. | |
| <input type="checkbox"/> Contract work is for less than 120 days. | | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | |
| <input type="checkbox"/> Interlocal Agreement (between Governments). | | | |
| Contract Amount:(sum of original contract amount and any prior amendments): \$ 571,242 | | Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. | |
| This Amendment Amount: \$ 482,572 | | | |
| Total Amended Amount: \$ \$1,053,814 | | | |
| | | | |
| Summary of Scope: This contract provides funding for case management and supportive services to youth in association with the Whatcom Homeless Service Center in an effort to improve housing stability and reduce homelessness in Whatcom County | | | |
| Term of Contract: | 1 Year | Expiration Date: | 12/31/2023 |
| Contract Routing: | 1. Prepared by: | JT | Date: 10/10/2022 |
| | 2. Health Budget Approval | KR/JG | Date: 10/31/2022 |
| | 3. Attorney signoff: | RB | Date: 11/09/2022 |
| | 4. AS Finance reviewed: | Bbennett | Date: 11/15/2022 |
| | 5. IT reviewed (if IT related): | | Date: |
| | 6. Contractor signed: |  | Date: |
| | 7. Executive Contract Review: |  | Date: 12/12/2022 |
| | 8. Council approved (if necessary): | AB2022-678 | Date: 12/06/2022 |
| | 9. Executive signed: | | Date: 12/12/2022 |
| | 10. Original to Council: | | Date: |



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Northwest Youth Services – Housing Case Management Contract Amendment #4

DATE: December 9, 2022

Attached is a contract amendment between Whatcom County and Northwest Youth Services for your review and signature.

▪ **Background and Purpose**

This contract provides funding to support housing case management and supportive services to youth through age 24, who are referred by the Whatcom Homeless Service Center. The goal of these services is to improve housing stability and reduce homelessness in Whatcom County. This amendment extends the contract for an additional year and replaces funding from Commerce's Emergency Solutions Grant (ESG-CV) with Commerce's Consolidated Homeless Grant.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$482,572, is provided by local document recording fees and the Washington State Department of Commerce Consolidated Homeless Grant (CHG). These funds will be included in the 2023 budget. Council approval is required as the funding provided by this amendment exceeds 10% of the amount previously authorized by Council.

Please contact Ann Beck, Community Services Manager at 360-778-6055 (ABeck@co.whatcom.wa.us) or Kathleen Roy, Assistant Director at 360-778-6007 (KRoy@co.whatcom.wa.us), if you have any questions or concerns regarding this request.



Whatcom County Contract Number:

202106043 – 4

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

AND CONTRACTOR:
Northwest Youth Services
108 Prospect Street
Bellingham, WA 98225

CONTRACT PERIODS:

Original: 07/01/2021 – 12/31/2021
Amendment #1: 09/29/2021 – 12/31/2021
Amendment #2 & #3: 01/01/2022 – 12/31/2022
Amendment #4: 01/01/2023 – 12/31/2023

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Extend the duration and other terms of this contract for 1 year, as per the original contract “General Terms, Section 10.2, Extension”.
2. Amend Exhibit A – Scope of Work to:
 - a. Replace compliance with Commerce Emergency Solutions Grant guidelines with Commerce Consolidated Homeless Grant guidelines
 - b. Increase performance targets and update reporting requirements.
 - c. Require a program update and community engagement plan to be presented to Whatcom County Council on April 11, 2023.
3. Replace Exhibit B – Compensation, to reflect the 2023 budget.
4. Replace Exhibit E – Special Terms and Conditions for Commerce Emergency Solutions Grant (ESG-CV) with Special Terms and Conditions for Commerce Grants.
5. Funding for this contract period (01/01/2023 – 12/31/2023) is not to exceed \$482,572
6. Funding for the total contract period (07/01/2021 – 12/31/2023) is not to exceed \$1,053,814
7. All other terms and conditions remain unchanged.
8. The effective start date of the amendment is 01/01/2023.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: ^{DocuSigned by:}
Ann Beck 12/9/2022
2B365BB0422344A
Ann Beck, Community Services Manager Date

DEPARTMENT HEAD APPROVAL: Erika Lautenbach 12/02/2022
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: ^{DocuSigned by:}
Royce Buckingham 12/12/2022
1EE5DD8D9542404
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

| | | |
|---------------------------------------------------------------------------------------|----------------------------------|------------|
| ^{DocuSigned by:} <u>Jason McGill</u> <small>9AA4F26B4ED844C...</small> | Jason McGill, Executive Director | 12/12/2022 |
| Contractor Signature | Print Name and Title | Date |

FOR WHATCOM COUNTY:

^{DocuSigned by:}
Satpal Singh Sidhu 12/12/2022
1192C7C18B664E3
Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Northwest Youth Services
108 Prospect Street
Bellingham, WA 98225
jasonm@nwys.org

EXHIBIT "A" – Amendment #4
(SCOPE OF WORK)

I. Background

Whatcom County's Plan to End Homelessness identifies youth, aged up to 24, as a population impacted by homelessness and lists the provision of safe, affordable housing with supportive services as a way to reduce and end youth homelessness. Provision of services at shelters and other interim housing options is also a component of the service continuum that increases success in reaching housing stability. Northwest Youth Services (NWYS) is the only non-tribal agency serving youth in Whatcom County by offering housing services for homeless youth. NWYS has had a significant backlog of young people awaiting housing and services due to limited operating capacity.

Through this contract, NWYS will serve as one of the Whatcom Homeless Service Center (WHSC) partner agencies providing housing case management and will serve as a specialized portal of entry into WHSC housing services for youth. The purpose of this contract is to provide housing case management for youth waiting for housing services in order to achieve housing stability and reduce youth homelessness in Whatcom County.

II. Definitions

| | |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Housing Pool (HP) | Quasi wait list that serves clients waiting for housing services based on their needs and available resources instead of a first come, first served basis. |
| HMIS | Washington's Homeless Management Information System Database |
| Whatcom Homeless Service Center (WHSC) | WHSC programs provide (1). centralized coordinated system of access, (2). targeted prevention assistance to reduce the number of households that become homeless, (3). re-housing of those who become homeless, (4) supportive services promoting housing stability and self-sufficiency, and (5). data management and tracking information for people receiving homeless housing services in Whatcom county and according to Washington State Department of Commerce HMIS data collection requirements. |

III. Statement of Work

The Contractor will provide housing case management services. Housing case management activities include arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of households and helping them obtain housing stability. Services and activities include:

- A. Developing, securing, coordinating, and retaining services and suitable housing. Services include but are not limited to:
1. Tenant counseling;
 2. Assisting individuals and households with understanding and navigating leases;
 3. Securing utilities;
 4. Making moving arrangements;
 5. Representative payee services concerning regular payment of rent and utilities;
 6. Mediation and outreach to property owners related to locating or retaining housing;

7. Monitoring and evaluating household progress, which includes regular visits in household units;
 8. Assuring that household rights are protected;
 9. Developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance.
- B. Intake – Contractor will provide intake services to youth in Whatcom County seeking housing to collect client information, assess barriers to stable housing, and eligibility for housing programs. Services will be provided to low-income and/or homeless youth residing in Whatcom County.
- C. Youth Housing Pool (YHP) – Youth housing pool case management includes services designed to educate youth who are homeless or at risk of homelessness, about available programs, provide them with a point of access to housing services by working collaboratively with the WHSC, and engage with them to address barriers to housing.

Individuals and households served shall have incomes at or below 50% Area Median Income (AMI). Income eligibility will be determined by the funding sources used for case management.

IV. Program Outcomes

During this contract period, the housing case management services provided by the Contractor will deliver the following outcomes:

- A. At least forty-five (45) unsheltered youth households will receive case management services.
- B. At least fifty (50) youth in emergency shelters or transitional housing will receive case management services.
- C. At least twenty-five (25) youth in permanent housing will receive ongoing regular case management services.
- D. At least forty (40) youth will achieve housing stability while receiving case management services.
- E. At least 85% of youth households who obtained housing will remain stably housed six months after existing case management services.

V. Additional Requirements

The Contractor will:

- A. Comply with relevant State of Washington Department of Commerce Consolidated Homeless Grant guidelines, including periodic updates to the guidelines, which can be accessed at the following link:
<https://www.commerce.wa.gov/serving-communities/homelessness/consolidated-homeless-grant/>
- B. Participate in HMIS data collection efforts as directed by the WHSC; including HMIS training, HMIS data entry, updating client data as necessary, and exiting clients from HMIS. Services which must be inputted into HMIS include (but are not limited to) financial services – including deposits, rental payments, and completed home visits.

- C. Comply with the following Housing Pool (HP) Referral procedure. When Contractor staff believes a referral from the HIP is not a good fit for their program, a situation which should be rare, the following procedures must be followed:
1. Contractor will submit a written description of the situation that justifies returning the client to the HP, and
 2. An in-person case conference must be scheduled within five days of request to return a referral. The case conference will include Contractor staff, WHSC housing referral specialist, and HP case management services coordinator (or designee).
 3. The course of action mutually agreed to at the case conference will be recorded in writing, constituting a binding agreement.
 4. As the parties to this contract learn more about referral success factors, procedures may be amended accordingly.
- D. Promote public health in homeless housing and preserve the safety and stability of available housing stock for homeless housing by:
1. Informing clients/tenants of the importance of upholding safety and health in homeless housing, and of preserving continued access to housing by our homeless housing system.
 2. Informing clients/tenants that they may be expected to participate in cleaning and decontaminating their housing unit when necessary for health reasons.
 3. Informing clients/tenants that damages to their unit may result in eviction and loss of the unit in the future for our homeless housing system.
 4. Informing prospective tenants that they need to maintain a safe and clean apartment in advance of receiving housing and periodically after they are in housing.
 5. In scattered sites, master lease, public housing, and staffed housing programs, case managers will work with the client/tenant to address the issues of health and safety that arise, including that of suspected methamphetamine use. The WCHD will provide case managers with free and confidential technical assistance on effective methods for cleaning apartment units that have been contaminated, whenever requested.
 6. Documenting in each client file that these expectations were communicated to the client/tenant.
- E. Require professional development training for direct service staff and supervisors.
- F. Attend Whatcom County Coalition to End Homelessness meetings and sponsored activities.
- G. Attend meetings and events coordinated by the WHSC.
- H. The contractor will provide a program update to Whatcom County Council on April 11, 2023.
- I. The contractor will present a community engagement plan to Whatcom County Council on April 11, 2023.

VI. Reporting Requirements

Current quarterly reporting templates for case management services may be accessed at:

<https://www.whatcomcounty.us/DocumentCenter/View/69108/Case-Management-Contract-Quarterly-Report-Template-Fillable-8-22>. Contractors will be notified via email of updates to quarterly reporting templates. Quarterly reports are due on April 15th, July 15th, October 15th, and January 15th. Whatcom County Health Department may update reporting templates or formats during the contract period, and will provide advance notice of new reporting requirements prior to the start of the reporting quarter.

Reports will include:

- A. Total number of unduplicated households that received case management services during the quarter.
- B. Number of unduplicated households that received case management in the following categories: while staying in shelter/interim housing, in rapid re-housing program, in permanent supportive housing or housed with a voucher, prevention, or services only.
- C. Average length of time homeless for households that were housed during the quarter.
- D. Total number of households that exited the facility and the living situation they exited to.

Additionally, the County is required to report HMIS project expenditures to the Washington State Department of Commerce for their annual report submitted to the Washington State Legislature. When requested, the Contractor shall provide the County with the necessary expenditure information in a timely manner.

VII. Flex Funding

Flex funds must follow the Guidelines established by the County and be reported on the spreadsheet provided by the County (Exhibit D) and signed by an authorized agency signatory. In addition, all flex funds must be accompanied by receipts.

Exhibit B – Amendment #4
(COMPENSATION)

- I. **Source of Funding and Budget:** The source of funding for this contract, in an amount not to exceed \$482,572, is local document recording fees, and the Washington State Department of Commerce Consolidated Homeless Grant. Commerce and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract. The budget for this contract is as follows:

| *Cost Description | Documents Required with Invoices | Amount |
|----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Document Recording Fee Funding | | |
| Scattered Site Housing Program Manager (.75 FTE) | Approved composite billing rate worksheet for each staff member and timesheets for the period. | \$52,297 |
| Housing Program Director (.25 FTE) | | \$19,696 |
| Housing Program Coordinator (1.0 FTE) | | \$65,674 |
| Case Managers (2.5 FTE) | | \$90,713 |
| Youth Counselor (0.5 FTE) | | \$34,653 |
| Youth Development Coach (1.0 FTE) | | \$37,283 |
| Data Analytics and Reporting (.1 FTE) | | \$6,854 |
| Data Entry Assistant (.05 FTE) | | \$4,407 |
| HUSLY Site Manager (.5 FTE) | | \$34,865 |
| Travel/Training | Include name of traveler, dates, start & end point, and purpose. Receipts are required for transportation costs, registration fees, etc. Lodging & meal costs follow federal guidelines (www.gsa.gov). Receipts for meals are not required. | \$4,000 |
| Program Specific Rent/Occupancy Costs | GL Detail | \$20,400 |
| Program Specific Phones, Office Supplies, Household and General Youth Supplies, Printing/Copier, Postage | | \$11,360 |
| Flex Funds | Flex fund spreadsheet and copies of receipts | \$3,000 |
| Emergency Shelter Motel Stays | GL Detail and Receipt from Motel | \$3,500 |
| **Indirect (10%) | | \$38,870 |
| Consolidated Homeless Grant (CHG) Funding | | |
| Case Managers | Approved composite billing rate worksheet for each staff member and timesheets for the period. | \$50,000 |
| **Indirect (10%) | | \$5,000 |
| TOTAL BUDGET: | | \$482,572 |

*Changes to the line item budget that exceed 10% of the line item amount must be approved in writing by the County.

**In no instance shall indirect rates exceed those indicated in the table above.

II. **Invoicing:**

- The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month, following the month of service. Invoices submitted for payment must include the items identified in the table above.

2. The Contractor shall submit invoices to HL-BusinessOffice@co.whatcom.wa.us.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The county may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:
I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.
5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

“Exhibit E”
(SPECIAL TERMS AND CONDITIONS FOR COMMERCE GRANTS)

The funds allocated for services performed under this contract are Washington State Department of Commerce funds. The terms included in this agreement and any additional agreements herein are a result of the grant funding requirements. Commerce and the State of Washington are not liable for claims or damages arising from the Contractor's performance of this subgrant.

1. ACCESS TO DATA

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

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

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

3. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

1. All material provided to the Grantee by COMMERCE that is designated as “confidential” by COMMERCE;
2. All material produced by the Grantee that is designated as “confidential” by COMMERCE; and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. “Personal information” includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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

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

4. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of

COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed in the "Disputes" clause of this contract.

5. COPYRIGHT

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

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

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

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

6. INDEMNIFICATION

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

The Grantee's obligation to indemnify, defend, and hold harmless the State includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

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

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

7. LAWS

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

8. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

9. POLITICAL ACTIVITIES

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

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

10. PUBLICITY

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

11. RECORDS MAINTENANCE

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

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

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

12. REGISTRATION WITH DEPARTMENT OF REVENUE

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

13. RIGHT OF INSPECTION

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