

REQUEST FOR PROPOSAL

**Design and Media Implementation
Community Living Connections and Caregiver Services**

For 2019

Aging and Long Term Care of Eastern Washington
Issued November 6, 2018

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1. INTRODUCTION

1.1. Purpose and Background

Aging and Long Term Care of Eastern Washington (ALTCEW) is the designated Area Agency on Aging for Planning and Service Area #11 including northern Ferry, Pend Oreille, Spokane, Stevens, and Whitman counties. ALTCEW is initiating this Request for Proposal (RFP) to solicit proposals to provide design and media implementation for Community Living Connections (CLC) and Caregiver Services (CS) in Spokane County.

CLC services in Spokane County are not new in the community; however, CLC has operated internally by ALTCEW only since June 1, 2018. CLC is Washington State's Aging and Disability Resource Center (ADRC), a concept operational across the country that seeks to address the frustrations many older adults, people with disabilities, and family members experience when trying to learn about and access long-term services and supports. CLC is designed to raise visibility about the full range of available options; provide objective information, advice, counseling and assistance; empower people to make informed decisions about their long-term services and supports; and help people access public and private programs. CLC provides unbiased, reliable information and counseling to people with all levels of income.

Caregiver Services in Spokane County have operated by contract through Frontier Behavioral Health since 2001; however, the state of Washington recently expanded available resources with the intent to reach a much higher number of individuals. Services support unpaid caregivers and individuals at risk of institutionalization; the intent is to delay or avoid the need for more intensive Medicaid-funded long-term services and supports.

For more information about our agency, visit our website at www.altcew.org

1.2 Minimum Requirements

ALTCEW is seeking:

1. Description of proposed strategy for design and media implementation.
2. Sample project timeline.
3. Samples of work with a similar subject matter or comparable campaign.
4. Cost proposal for each component of the project.
5. Description of feedback timelines on how strategy is working and how adjustments will be made to the strategy based on outcomes.

1.3 Additional Guidance

- Intended audience is individuals seeking answers to their questions about services that support them or their loved ones in their home. Additionally, they may have questions about Medicare, Medicaid, and other benefits they could access. These could be

spouses, family members--many of whom are still employed--neighbors, friends, medical community, and other social service providers.

- We want callers to contact us before there is a crisis, i.e. hospital admission, loss of caregiver, etc.
- For CLC we want to reach at least 7% of the Medicare population (6,650 individuals) over the calendar year; we are currently reaching approximately 3%.
- For CS we want to increase the current number of beneficiaries from 225 to 405 by end of calendar year 2019.
- We want people to pick up the phone and call us when they learn about us/when they first enter into the complexity of needing long term services and supports.
- We currently have a website www.altcew.org that has an average of 1,339 unique visitors; there has been no growth in visitors comparing January – June 2017 to January – June 2018.
- We currently have an active Facebook account with regular postings each week. Our current following is 202. Typical viewings range between 50 – 150. With the boosting technique we have been able to reach 800 – 1000.

1.4 Funding

A total of \$70,000 is available in 2019 for design and media implementation with an option to renew in 2020.

1.5 Period of Performance

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about February 18, 2019 and end on December 31, 2019, with the potential for an annual contract extension up to an additional 12 months based on the availability of funding and successful applicant's performance.

2. GENERAL INFORMATION

2.1 Primary Point of Contact

The CLC Manager is the primary point of contact at ALTCEW for this procurement. All communication related to this procurement between Applicants and ALTCEW, upon receipt of this RFP, shall be as follows:

Name:	Pearl Bouchard
Address	1222 North Post.
City, State, Zip Code	Spokane, WA 99201-2518
Phone Number	509.458.2509
E-Mail Address	Pearl.bouchard@dshs.wa.gov

Any other communication will be considered unofficial and non-binding on ALTCEW. Applicants are to rely on written statements issued by the CLC Manager.

2.2 Estimated Schedule of Activities

Issue Request for Proposals	Tuesday, November 6, 2018
Proposals due to ALTCEW	December 10, 2018—3:00 p.m. PST
Evaluation of Proposals	December 17, 2018 – January 11, 2019
ALTCEW present contract recommendations to PMC Executive Committee	January 25, 2019
ALTCEW present contract recommendations to Governing Board	February 8, 2019
Negotiate Final Contract	February 11-15, 2019
Issue Contract	February 18, 2019

ALTCEW reserves the right to revise the above schedule. Any revisions will be posted on the ALTCEW website.

2.3 Preparation and Submission of Proposals

Preparation

All proposals shall be typed or printed in ink, prepared using the RFP application described herein and available on the ALTCEW web site at www.altcew.org.

Proposals shall be submitted using the following format:

- Eight and one-half by eleven (8 1/2 x 11) inch paper
- 12 point font
- One inch margins
- Double sided (copied on both sides)
- Binder clipped, no staples

Submission

- The deadline to submit proposals is 3:00 PM Pacific Daylight Time, December 10, 2018. Submittal should include:
 - One electronic copy of the full application sent via email to pearl.bouchard@dshs.wa.gov
 - Three printed copies of the full application received at 1222 N. Post, Spokane, WA
- Late proposals will not be accepted.
- Changes to proposals are not permitted after the deadline.

NOTE: Proposals will not be accepted by fax.

2.4 Proposal Content

Proposals are to address the following content:

- T-1 Strategy that will be taken to achieve the desired outcomes,
- T-2 Project timeline,
- T-3 Specific design mediums that will be developed,
- T-4 Media implementation plan once design mediums have been approved,
- T-5 Frequency and content of reports on how strategy is working and adjustments that will be made based on findings, and
- B-1 Allocation of resources to design and each of the proposed media formats.

The following are to be submitted in the order noted:

- Exhibit A: LETTER OF SUBMITTAL: Signed by a person authorized to bind your organization to a contract. (see pages 11-13)
- Exhibit B: TECHNICAL APPLICATION SPECIFICATIONS (T-1 through T-5)
- Exhibit C: BUDGET APPLICATION SPECIFICATIONS (B-1)
- Exhibit D: SAMPLE DESIGNS

Required exhibits must be labeled.

2.5 Proprietary Information / Public Disclosure

Materials submitted in response to this competitive process shall become the property of ALTCEW.

All received proposals shall remain confidential until the award of an executed contract has been determined by the ALTCEW Governing Board. Thereafter, the proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the proposal that the Applicant desires to claim as proprietary and exempt from disclosure under the provisions of state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire proposal exempt from disclosure will not be honored.

2.6 Revisions to the RFP

In the event it becomes necessary to revise any part of this RFP, revisions will be posted on the ALTCEW website. Applicants are encouraged to frequently check the website for any changes or new information.

ALTCEW also reserves the right to cancel or to reissue the RFP in whole or in part, prior to final award of a contract.

2.7 Responsiveness to the RFP

All proposals will be reviewed by ALTCEW staff to determine compliance with administrative requirements and instructions specified in this RFP. The Applicant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

ALTCEW reserves the right at its sole discretion to waive minor administrative irregularities.

2.8 Minority & Women-Owned Business Participation

ALTCEW encourages participation in all of its contracts by firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Applicants may contact OMWBE at (360)753-9693 to obtain information on certified firms.

2.9 Most Favorable Terms

ALTCEW reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Contractor can propose. There will be no best and final offer procedure. ALTCEW does reserve the right to contact an Applicant for clarification of its proposal.

The Applicant should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or the entire proposal. It is understood that the proposal will become a part of the official record of the RFP procurement without obligation to ALTCEW or to the Washington State Department of Social and Health Services.

2.10 Costs to Propose

ALTCEW will not be liable for any costs incurred by the Applicant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.11 No Obligation to Contract

This RFP does not obligate ALTCEW to contract for services specified herein.

2.12 Rejection of Proposals

ALTCEW reserves the right at its sole discretion to reject any and all proposals received without penalty and to not issue a contract as a result of this RFP.

3. EVALUATION AND CONTRACT AWARD

3.1 Evaluation Procedure

ALTCEW staff is required to review applications and make recommendations to the Executive Committee of the Planning and Management Council and ALTCEW Governing Board as to the successful proposal. Responsive proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Reviewers will base scores on the following point system:

T-1 Strategy that will be taken to achieve the desired outcomes (0 – 50 points)

T-2 Project timeline (0 – 10 points)

T-3 Specific design mediums that will be developed (0 – 40 points)

T-4 Media implementation plan once design mediums have been approved (0 – 50 points)

T-5 Frequency and content of reports on how strategy is working and adjustments based on findings (0 – 20 points)

B-1 Allocation of resources to design and each of the proposed media formats (0 – 30 points)

Applicants may be invited to meet face-to-face or by Skype with the review team.

The Department of Social and Health Services, Aging and Long Term Support Administration, reserves the right to review and approve any proposal selected by ALTCEW prior to ALTCEW's issuance of a contract for service provision. The purpose of this review is to assure that all Federal and State requirements are satisfied.

3.2 Notification to Applicants

After the Planning and Management Council award recommendations have been determined, Applicants will be sent a letter telling them of the PMC recommendations via e-mail and hard copy. The PMC recommendations will be presented to the Governing Board at its February 8, 2019 meeting.

3.3 Appeal Procedure

Following evaluation by the PMC, recommendations for award shall be submitted to ALTCEW Governing Board. Applicants wishing to appeal the PMC recommendations of award of the contract must make their appeal before the ALTCEW Governing Board. Appeals must be submitted in written form to ALTCEW within ten (10) days of the notice of the Planning and Management Council's recommendations. The Governing Board, following consideration of an appeal, will make the final decision on the recommendations of the PMC.

An appeal of PMC recommendations by unsuccessful bidders for competitive proposals can only be based on the following grounds:

- A. Arithmetic error in the scoring by the AAA.
- B. Failure to adhere to the procedure outlined in the RFP.
- C. Bias discrimination or conflict of interest by an evaluator.

An appeal of the PMC recommendation will be heard at the next regularly scheduled Governing Board meeting following receipt of the written appeal. ALCEW reserves the right to set a different appeal date following receipt of the appeal. Written notice of the scheduling of the appeal hearing and the appellant's procedural rights will be sent to the appellant at least ten days after the hearing. The appellant will be informed of the right to appeal the final decision of the Governing Board at the State level, pursuant to Federal and State regulations.

4. CONTRACT TERMS

4.1 Conflict of Interest

No officer, volunteer (including any outside individual), or employee of ALTCEW, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

4.2 Assignment

The successful Applicant Agency shall not assign, transfer or subcontract its interest, in whole or in part, without the prior written consent of the authorizing official for ALTCEW.

4.3 Non-Waiver

No delay or waiver, by either party, to exercise any contractual right shall be considered as a waiver of such right or any other right.

4.4 Severability

In the event any provision of a contract resulting from this RFP should become invalid, the rest of the contract shall remain in full force and effect.

4.5 Disputes

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

4.6 Nondiscrimination

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

4.7 Liability

The successful Applicant will be considered an independent contractor and the Agency, its officers, employees, agents or subcontractors shall not be considered to be employees or agents of ALTCEW. The Agency shall defend, indemnify and hold harmless ALTCEW from all loss, liability, damage, death or injury to any person or property, arising from the performance or omission of the Agency, its agents or employees arising directly or indirectly, as a consequence of a contract.

4.8 Financial and Performance Reporting and Payment Provisions

A mutually agreeable method of reporting and payment schedule will be negotiated.

**EXHIBIT A:
LETTER OF SUBMITTAL**

Applicant Agency Identification:

Agency Name:	
Address:	
Telephone Number:	
IRS Number:	
DUNS Number:	
Washington Tax Number:	
Contact Person for This Application:	Name:
	Phone:
	Email:

Please attach the following additional items to your Letter of Submittal:

- Agency Mission Statement
- Certifications and Assurances
- Agency Business License
- Agency Professional Insurance Coverage (Include titles of persons bonded, if any)
- Minority and Women Owned Business Certification, if applicable

Has the agency had a contract terminated for default in the last five (5) years? Yes ____ No ____
Termination for default is defined as notice to stop performance, delivered to the bidder due to the bidder's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the bidder or (b) litigated and determined that the bidder was in default.

NOTE: If the agency had a contract terminated for default in this period, then the agency shall submit full details including the other party's name, address, and phone number.
ALTCEW will evaluate the facts and may, at its sole discretion, reject the application on the grounds of the contractor's past experience.

Signature:

I certify that I am authorized to submit this Application on behalf of the Applicant Agency. By signing below, the official certifies that all information is accurate to the best of the official's knowledge.

Signature

Date

Printed Name and Title

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the application to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The attached application is a firm offer for the period of one hundred twenty (120) days following receipt, and it may be accepted by the Aging and Long Term Care of Eastern Washington without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period.
2. In preparing this application, I/we have not been assisted by any current or former employee of the Aging and Long Term Care of Eastern Washington whose duties relate (or did relate) to this application or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this application or contract.
3. I/we understand that the Aging and Long Term Care of Eastern Washington will not reimburse me/us for any costs incurred in the preparation of this application. All applications become the property of ALTCEW and I/we claim no proprietary right to the ideas, writings, items or samples.
4. I/we understand that any contract(s) awarded as a result of this RFP will incorporate General Terms and Conditions with substantially similar provisions to those attached. I/we certify that I/we will comply with these or substantially similar General Terms and Conditions if selected as a Contractor.
5. I/we understand that any contract awarded as a result of this RFP will incorporate all RFP requirements and the vendor's response to the RFP.

Signature

Date

Printed Name and Title

**AGING AND LONG TERM CARE OF EASTERN WASHINGTON
GENERAL TERMS AND CONDITIONS**

1. **Amendment.** This Agreement, or any term or condition, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
2. **Assignment.** Except as otherwise provided herein, the CONTRACTOR shall not assign rights or obligations derived from this Agreement to a third party without the prior, written consent of ALTCEW and the written assumption of the CONTRACTOR's obligations by the third party.
3. **Compliance with Applicable Law.** At all times during the term of this Agreement, the CONTRACTOR and ALTCEW shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.
4. **Confidentiality.** The parties shall use Personal Information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement. ALTCEW and the CONTRACTOR shall not otherwise disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.
5. **Disputes.** In the event of a complaint, grievance or dispute between the CONTRACTOR and ALTCEW, every effort shall be made to resolve the dispute informally and at the lowest level. If a dispute cannot be resolved informally, the CONTRACTOR shall present their grievance in writing to the ALTCEW Director. The ALTCEW Director shall review the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The Director shall provide his/her decision in writing to the CONTRACTOR. The decision of the Director shall be final and conclusive unless the CONTRACTOR appeals the decisions as set forth below. The Director's written decisions shall include the procedures to appeal the decision.

If the dispute remains unresolved after the Director's determination, the CONTRACTOR may submit a written appeal to the Chairperson of the ALTCEW Governing Board within fifteen (15) days of notification of the Director's written decision. The CONTRACTOR's appeal shall state the specific reasons for the appeal. The Chairperson may resolve any appeal beyond the decision of ALTCEW's Director if the resolution is agreeable to both the Director and the CONTRACTOR. If the matter cannot be resolved by the Chairperson, the Chairperson shall refer the matter to ALTCEW's Governing Board for a hearing. A CONTRACTOR has the right to a hearing before the ALTCEW Governing Board if the matter was not resolved previously. This hearing is only allowed, however, when a CONTRACTOR has exhausted all local administrative remedies prior to the request for a hearing as stated herein.

The appeal date must be set within forty-five (45) days of the matter being referred to the ALTCEW Governing Board by the Chairperson. Written notice of the schedule of the appeal hearing and the appellant's procedural rights will be sent to the appellant at least ten days prior to the appeal. The Governing Board will issue a written decision within fifteen (15) days after the hearing. The decision,

which will be mailed to the CONTRACTOR, will set forth the conclusions of the Governing Board. The CONTRACTOR will be informed of the right to appeal to Aging and Long Term Support Administration at the State Department of Social and Health Services, pursuant to Federal and State regulations. Appeals must be made as set forth above within this clause before request is made to the DSHS Aging and Long Term Support Administration.

Pending final decision of a dispute hereunder, the decision of ALTCEW's Director or the Chairperson of the Governing Board, or ALTCEW's Governing Board, shall not be controlling and both parties shall proceed diligently with the performance of all contractual obligations in a manner which is reasonable, taking into consideration not only the disputed facts, but also the overall goals of the contract. This "Disputes" clause does not preclude the consideration of questions of law in connection with decisions provided for above; provided that nothing in this contract shall be construed as making final the decisions of any administrative official, representative, or board on a question of law.

6. **Entire Agreement.** This Agreement, including all documents attached to or incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind the parties.
7. **Governing Law and Venue.** The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the CONTRACTOR against ALTCEW involving this Agreement, venue shall be proper only in Spokane County, Washington. In the event of a lawsuit by ALTCEW against a CONTRACTOR involving this Agreement, venue shall be proper only in Spokane County Washington.
8. **Independent Status.** Except as otherwise provided in Paragraph 26 herein below, for purposes of this Agreement, the CONTRACTOR acknowledges that the CONTRACTOR is not an officer, employee, or agent of ALTCEW or the State of Washington. The CONTRACTOR shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of ALTCEW or the State of Washington. The CONTRACTOR shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of ALTCEW or the State of Washington. The CONTRACTOR shall indemnify and hold harmless ALTCEW from all obligations to pay or withhold federal or state taxes or contributions on behalf of the CONTRACTOR or the CONTRACTOR's employees.
9. **Insurance.**
 - a. ALTCEW certifies that it is insured under Enduris. Chapter 48.62 RCW provides the exclusive source of local government entity authority to individually or jointly self-insure risks, jointly purchase insurance or reinsurance, and to contract for risk management, claims, and administrative services.
 - b. The CONTRACTOR certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by ALTCEW; provide certificates of insurance to that effect to the ALTCEW contact on page one of this Agreement.

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and

liability assumed under an insured contract. ALTCEW, its elected and appointed officials, agents, and employees shall be named as additional insureds.

10. **Order of Precedence.** In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
 - a. Applicable federal and State of Washington statutes and regulations;
 - b. This Agreement
11. **Ownership of Material.** Material created by the CONTRACTOR and paid for by ALTCEW as a part of this Agreement shall be owned by ALTCEW and shall be “work made for hire” as defined by Title 17 USCA, Section 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 CONTRACTOR uses to perform this Agreement, but is not created for or paid for by ALTCEW is owned by the CONTRACTOR and is not “work made for hire”; however, ALTCEW shall have a license of perpetual duration to use, modify, and distribute this material at no charge to ALTCEW, provided that such license shall be limited to the extent which the CONTRACTOR has a right to grant such a license.
12. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement. ALTCEW and the CONTRACTOR shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. ALTCEW and the CONTRACTOR agree to notify the attorneys of record in any tort lawsuit where both are parties if either ALTCEW or the CONTRACTOR enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
13. **Severability.** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Agreement.
14. **Survivability.** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of the particular agreement shall survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
15. **Termination Due to Change in Funding.** If the funds upon which ALTCEW relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, ALTCEW may terminate this Agreement by providing at least thirty (30) days’ written notice to the CONTRACTOR or a shorter time if required by law. The termination shall be effective on the date specified in the notice of termination.
16. **Termination for Convenience.** ALTCEW may terminate this Agreement or any in whole or in part for convenience by giving the CONTRACTOR at least thirty (30) calendar days’ written notice. The CONTRACTOR may terminate this Agreement for convenience by giving ALTCEW at least thirty (30)

calendar days' written notice addressed to: Executive Director, ALTCEW, 1222 North Post Street, Spokane, WA, 99201.

17. Termination for Default.

- a. ALTCEW may terminate this Agreement for default, in whole or in part, by written notice to the CONTRACTOR, if ALTCEW has a reasonable basis to believe that the CONTRACTOR has:
 - (1) Failed to meet or maintain any requirement for contracting with ALTCEW;
 - (2) Failed to perform under any provision of this Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
 - (4) Otherwise breached any provision or condition of this Agreement.
- b. Before ALTCEW may terminate this Agreement for default, ALTCEW shall provide the CONTRACTOR with written notice of the CONTRACTOR's noncompliance with the agreement and provide the CONTRACTOR a reasonable opportunity to correct the CONTRACTOR's noncompliance. If the CONTRACTOR does not correct the CONTRACTOR's noncompliance within the period of time specified in the written notice of noncompliance, ALTCEW may then terminate the agreement. ALTCEW may terminate the agreement for default without such written notice and without opportunity for correction if ALTCEW has a reasonable basis to believe that a client's health or safety is in jeopardy.
- c. The CONTRACTOR may terminate this Agreement for default, in whole or in part, by written notice to ALTCEW, if the CONTRACTOR has a reasonable basis to believe that ALTCEW has:
 - (1) Failed to meet or maintain any requirement for contracting with the CONTRACTOR;
 - (2) Failed to perform under any provision of this Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
 - (4) Otherwise breached any provision or condition of this Agreement.
- d. Before the CONTRACTOR may terminate this Agreement for default, the CONTRACTOR shall provide ALTCEW with written notice of ALTCEW's noncompliance with the Agreement and provide ALTCEW a reasonable opportunity to correct ALTCEW's noncompliance. If ALTCEW does not correct ALTCEW's noncompliance within the period of time specified in the written notice of noncompliance, the CONTRACTOR may then terminate the Agreement.

18. Termination Procedure. The following provisions apply in the event this Agreement is terminated:

- a. The CONTRACTOR shall cease to perform any services required by this Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.

- b. The CONTRACTOR shall promptly deliver to the ALTCEW Director (or to his/her appointee), all ALTCEW assets (property) in the CONTRACTOR's possession, including any material created under this Agreement. Upon failure to return ALTCEW property within ten (10) working days of the Agreement termination, the CONTRACTOR shall be charged with all reasonable costs of recovery, including transportation. The CONTRACTOR shall take reasonable steps to protect and preserve any property of ALTCEW that is in the possession of the CONTRACTOR pending return to ALTCEW.
 - c. ALTCEW shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. ALTCEW may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by ALTCEW.
 - d. If ALTCEW terminates this Agreement for default, ALTCEW may withhold a sum from the final payment to the CONTRACTOR that ALTCEW determines is necessary to protect ALTCEW against loss or additional liability. ALTCEW shall be entitled to all remedies available at law, in equity, or under this Agreement. If it is later determined that the CONTRACTOR was not in default, or if the CONTRACTOR terminated this Agreement for default, the CONTRACTOR shall be entitled to all remedies available at law, in equity, or under this Agreement.
19. **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 unless amended as set forth in Section 1, Amendment. Only ALTCEW's designee has the authority to waive any term or condition of this Agreement on behalf of ALTCEW.