



CLARK COUNTY WASHINGTON

www.clark.wa.gov

COMMUNITY SERVICES

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Clark County Community Services serves a key role in our community, providing federal, state, and local funding to the county's most vulnerable populations. The department serves a wide range of needs, including homelessness assistance, behavioral health crisis and prevention services, employment and early intervention for those with developmental disabilities, youth support programs, and community development activities.

MISSION

Clark County Community Services supports, through partnerships, all people in our community to increase their well-being and economic security.

VISION

We work to create a thriving community where people are valued and have the resources they need to flourish.

VALUES

- People
- Collaboration and Partnerships
- Diversity and Inclusion
- Accountability
- Education
- Positivity
- Innovation

EQUITY STATEMENT

Clark County Community Services recognizes past and present injustice and we work to heal it. We believe that everyone deserves to live a healthy and safe life. We have a moral obligation to support all members of our community who are underserved and underrepresented.

To achieve more equitable services, we must be inclusive and work in partnerships within our community. We use our commitment to equity to inform everything we do to address disparities. We actively listen to, and center, the voices of those who have been historically underrepresented in order to challenge structural and institutional racism and discrimination. We honor and respect the experiences and perspectives of the people we serve. We look inward to challenge our own beliefs and barriers. We engage and support diverse communities so that they thrive.

We celebrate our community becoming more diverse and hold that our journey and success are intertwined with each other.

CLARK COUNTY COMMUNITY SERVICES GENERAL TERMS AND CONDITIONS

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CLARK COUNTY COMMUNITY SERVICES GENERAL TERMS AND CONDITIONS

These GENERAL TERMS AND CONDITIONS are a required part of the Clark County Community Services contracting process and shall apply whenever the Contractor and the County execute a contract.

The “Contractor” referenced throughout this document is identified in each Contract executed by Clark County Community Services. The “County” means Clark County. “Contract” means the associated contract, as amended, which incorporates these General Terms and Conditions.

To satisfy federal and state grant requirements, the “Contractor” is also referred to as “lower tier Grantee” in this document.

1. ACCESS, MONITORING, AND INSPECTIONS

- 1.1. Contractor agrees to cooperate and participate in the County's monitoring and evaluation process. The Contractor shall furnish documents, reports, statements, records, data, and other information to County, state, federal, or other funding agencies at such times and on such forms as are specified by the County. This may include agreements the Contractor has with other entities.
- 1.2. Contractor grants the County the right of access to examine or transcribe any records, books, financial statements, papers, and documents relating to this Contract. The Contractor's records, books, financial statements, papers, and documents, with respect to all matters, shall be subject at all times to inspection, review, or audit by County, federal, or state officials during the performance of a contract with the County and during the period of document retention.
- 1.3. Unless prohibited by law, the Contractor shall allow the County to physically inspect, on demand, any and all work being performed under this Contract. The County shall be granted such access to current work sites without providing advance notice to the Contractor. Upon request by the County, the Contractor shall provide the County with a written schedule of its upcoming work dates, locations, and services to be performed under this Contract.
- 1.4. The County, at its sole discretion, shall be free to take any action it deems necessary to ensure the quality of work or services being performed by the Contractor and to ensure compliance with all state and federal regulations, health and safety codes, and/or grant requirements.

2. AMERICANS WITH DISABILITIES ACT

Contractor shall comply with federal, state, and local non-discrimination laws relating to disabilities, including, but not limited to, the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq) and 28 C.F.R. Part 35, which provide comprehensive protection to individuals with disabilities.

3. ANTI-LOBBYING

- 3.1. By signing this Contract, the Contractor certifies that, to the best of its knowledge and belief, no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of 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.
- 3.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with a federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3.3. If applicable, Contractor shall require that the language of paragraph 1 and 2 of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.4. No funds from the State of Washington shall be used for supporting or opposing ballot measures or the candidacy of any person for public office.

4. APPLICABILITY OF LAW

- 4.1. This Contract is and shall be construed as being executed and delivered within the State of Washington and it is mutually agreed by the Contractor and the County that all contracts and contract modifications between the Contractor and the County shall be governed by laws of the State of Washington as to both interpretation and performance.
- 4.2. Venue shall be Clark County, Washington.

5. ASSIGNMENT AND SUBCONTRACTING

- 5.1. The Contractor shall not assign, delegate, or subcontract for any work required in this Contract without the prior written consent of the County.
- 5.2. The County shall have the right to inspect and to approve or reject any subcontract document, and the Contractor shall provide a copy of any subcontract to the County no later than 30 calendar days prior to the execution of such subcontract.
- 5.3. Any subcontract shall be in writing.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

- 6.1. By signing this Contract, the Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded (Excluded Person) from participating in any federally funded program by any federal department or agency, and that no owner, director, officer, or partner with an ownership or control interest in the Contractor is an Excluded Person. In addition, Contractor certifies that no employee or subcontractor of Contractor who will perform work directly or indirectly under this Contract is an Excluded Person.
- 6.2. This certification is required by the regulations set forth in Title 2 C.F.R. Part 180. The terms “covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, and voluntarily excluded,” as used in this clause, have the meanings set out in Title 2 C.F.R. Part 180.
- 6.3. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction [this section is required, without modification, by County granting agencies].

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier Grantee certifies, by signing this Contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b) Where the lower tier Grantee is unable to certify to any of the statements in this Contract, such Grantee shall attach an explanation to this Contract.
- 6.4. Before entering into a “covered transaction” with another party at the next lower tier, the Contractor agrees by signing this Contract that it shall first verify that the person or party with whom it intends to do business is not excluded or disqualified. The Contractor may do this by:
- 6.4.1. Checking the Federal Excluded Parties List System at www.sam.gov; or
 - 6.4.2. Collecting a certification from the person or party; or
 - 6.4.3. Adding a clause or condition to the covered transaction with that person or party that fully meets the requirements set out in Title 2 C.F.R. Part 180.
- 6.5. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person or party who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Contractor further agrees that it will fully comply with all requirements established in Title 2 C.F.R. Part 180, including its obligation to pass the requirement to comply with Title 2 C.F.R. Part 180 to each person or entity with whom the Contractor enters into a covered transaction at the next lower level.
- 6.6. The certifications in this clause are a material representation of fact upon which reliance

is placed at the time of Contract execution and at the time of any subsequent modification(s). If it is at any time determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- 6.7. Before hiring any new employee, the Contractor shall conduct a search of the Federal Excluded Parties List System referenced above to ensure that the individual is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The search must be conducted by the Contractor *prior to* making an employment offer. Evidence of search results must be maintained in the employee's personnel file.
- 6.8. The Contractor shall maintain written documentation of its compliance with the above-stated requirements and make said documentation available to Clark County for review upon request.

7. CLAIMS OR DAMAGES

The County, the Washington State Department of Commerce, the Washington State Department of Social and Health Services, the State of Washington, and federal granting agencies are not liable for claims or damages arising from the Contractor's performance of this Contract.

8. CLOSE-OUT

- 8.1. Upon receipt of an approved Contractor invoice, the County will process payment to the Contractor for allowable costs or earned payments that are due prior to the date of expiration or termination.
- 8.2. Within thirty (30) days after the date of expiration of a contract, the Contractor shall submit all financial, performance, and other reports required by each contract.
- 8.3. If requested by the County, the Contractor shall cooperate in a program audit by the County or its designee.

9. CONFIDENTIALITY AND PRIVACY

- 9.1. If Contractor will encounter protected health information while performing services under this Contract, the Contractor shall have internal policies and procedures related to the privacy and the security of protected health information in compliance with state and federal guidelines. By signing this Contract, the Contractor certifies that it is compliant with the applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et seq. and 45 CFR parts 160, 162 and 164; the Health Information Technology for Economic and Clinical Health Act (HITECH Act or "the Act") part of the American Recovery and Reinvestment Act of 2009 (ARRA); the Omnibus Rule that modifies the HIPAA and HITECH Act, 42 CFR Part 2; and all applicable state (e.g. RCW 70.02) and federal

privacy regulations.

- 9.2. If Contractor will encounter protected health information while performing services under this contract, Contractor further certifies that it has on file a signed Statement of Confidentiality for all staff, subcontractors, or volunteers who have access to confidential client information.
- 9.3. If requested by the County, Contractor shall provide the County with copies of the signed Statement of Confidentiality documents referenced in this section.
- 9.4. If requested by the County, Contractor shall provide the County with an annual Confidentiality Certification in a format acceptable to the County before January 15th of each year.
- 9.5. Unless waived by the County in writing, if Contractor will encounter protected health information while performing services under this Contract, then it must sign a “Business Associate Agreement and Qualified Service Organization Agreement” with the County.
- 9.6. Personal information collected, used, or acquired in connection with the services provided under this Contract shall be used solely for the purpose of this Contract. The Contractor agrees not to release, divulge, publish, transfer, sell, or otherwise disclose to unauthorized persons any confidential or personal information that is not directly connected with the performance of the services contemplated in this contract, except with written consent of the person or legal representative of the person who is the subject of the personal information. The written consent must state which personal information may be shared and to whom the personal information will be shared.
- 9.7. Personal and confidential 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 or other identifying numbers, and information in the possession of the Contractor that may not be disclosed under state or federal law.
- 9.8. The Contractor shall protect and maintain all personal and confidential information against unauthorized use, access, disclosure, modification, or loss and in accordance with state and federal law regarding confidentiality. This duty requires the Contractor to employ reasonable security measures, which include restricting access to personal and confidential information only to staff members who have a business need to view the information, and by securing records in locked cabinets while not in use. The Contractor shall have a written policy and procedure to implement this duty.

10. CONFLICT OF INTEREST

- 10.1. Contractor certifies that no principal, director, officer, employee, agent, consultant, officer, elected official or appointed official has violated the Ethics in Public Service Act (RCW chapters 42.23 and 42.52), or any similar statute involving the Contractor in the procurement of or performance under this Contract.
- 10.2. Contractor shall identify to the County any person employed or previously employed

in any capacity by the state of Washington that worked on the funding sources for this Contract, including but not limited to, formulating or drafting legislation, participating in grant procurement planning and execution, and awarding grants.

10.3. The Contractor shall comply with 24 C.F.R. §570.611 regarding any potential conflict of interest.

10.3.1. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 C.F.R. §85.36 and 24 C.F.R. §84.42, respectively, shall apply.

10.3.2. In all cases not governed by 24 C.F.R. §85.36 and §84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 C.F.R. §570.202, grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 C.F.R. §570.203, §570.204, §570.455, or §570.703(i)).

11. CONSUMER RIGHTS

The Contractor shall comply with state and federal non-discrimination laws. This includes: Discrimination – Human Rights Commission (RCW 49.60); 42 CFR 438.214, Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR part 80; the Age Discrimination Act of 1975 as implemented by regulations at 45 CFR part 91; the Rehabilitation Act of 1973; titles II and III of the Americans with Disabilities Act; and other laws regarding privacy and confidentiality. The Contractor shall ensure that its staff takes these rights into account when furnishing services to consumers.

12. CONTRACT NUMBER

The Contractor agrees to list the number of this Contract on all correspondence, communications, reports, vouchers, and such other data concerning this Contract or delivered hereunder.

13. CONTRACT PERIOD

13.1. Unless otherwise provided in this Contract, the contract period is shown on the first page of the Contract. Services must be provided, and billable costs incurred within the contract period. The first page of the Contract is also referred to as the “Face Sheet.”

13.2. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project, not to exceed 120 days unless a different hold-over period is agreed to in writing.

- 13.3. The Contractor shall have an additional thirty (30) days following the expiration of the contract to submit reports and to complete non-billable end-of-contract activities.

14. COPYRIGHT

- 14.1. "Materials" means all items in any format and includes, but is not limited to data, reports, maps, charts, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, HTML code, films, tapes, and/or sound reproductions.
- 14.2. Unless otherwise provided in this Contract, all Materials produced under this contract shall be considered "works for hire," as defined by the U.S. Copyright Act, and shall be owned by the County. The County shall be considered author of such Materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
- 14.3. In the event the Materials are not considered "works for hire," the Contractor hereby irrevocably assigns to the County all rights, title, and interest in all Materials, including intellectual property rights, moral rights, and rights of publicity, effective from the moment of creation of such Materials.
- 14.4. For Materials that are delivered under this Contract but that incorporate pre-existing materials not produced under this Contract, the Contractor hereby grants to the County a nonexclusive, royalty-free, irrevocable license in such Materials, with rights to sublease to others. The County may translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display such Materials. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the County.

15. CORRECTIVE ACTION

- 15.1. The Contractor is required to meet all of the terms and conditions in these General Terms and Conditions, as well as all terms and conditions in the Statement(s) of Work, Special Terms and Conditions, and contract exhibits, and to perform as required in this Contract. Should a contract violation or a performance deficiency be identified by the County, the County may, at its sole discretion, provide the Contractor with a written notice requiring immediate corrective action, or terminate the contract.
- 15.2. If the County provides the Contractor with a written notice of corrective action, the Contractor must submit a corrective action plan within fourteen (14) calendar days from the date of the notice.
- 15.3. The County will approve or disapprove the Contractor's corrective action plan in writing. If approved, the Contractor shall implement the plan and ensure correction of the deficiency. If the Contractor does not correct the deficiency, submit a corrective action plan within fourteen (14) calendar days, or the County deems the plan unsatisfactory, the County may terminate this Contract in whole or in part.

15.4. Notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand-delivery, to the receiving party at the address listed on the signature page or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.

16. COUNTERPARTS AND ELECTRONIC SIGNATURES

16.1. This Contract and any subsequent amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract or any subsequent amendment at different times and places by the parties shall not affect its validity so long as all the parties to the Contract execute a counterpart.

16.2. A signed copy of this Contract, any subsequent amendment, or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy.

17. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been or will be employed or retained to solicit or secure a contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The County shall have the right, in the event of breach of this clause by the Contractor, to annul any contract without liability, or in its discretion, to deduct from this Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or seek such other remedies as are legally available.

18. DUPLICATION OF COSTS

The Contractor certifies that work for services billed under this Contract does not duplicate any work to be charged to any other source.

19. EMPLOYMENT VERIFICATION PROGRAM

19.1. If the amount of this Contract is equal to or greater than \$25,000, the Contractor shall enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) agreeing to participate in the E-Verify Program. The Contractor shall submit a copy of the MOU to the County prior to starting work under this Contract and shall verify employment eligibility using the E-Verify website throughout the term of this Contract.

19.2. If the Contractor has a subcontract in an amount equal to or greater than \$25,000 working in support of this Contract, the Contractor is responsible for ensuring the subcontractor provide a DHS MOU or proof of pending application within 30 days

after this Contract start date.

- 19.3. Employment eligibility searches must be conducted by the Contractor and its covered subcontractors prior to making offers of employment. Evidence of search results must be maintained in each employee's personnel file. Upon completion of this Contract, the Contractor shall provide the County with a written document certifying the authorized employment status of its employees and those of any sub-contractors assigned to perform work under this Contract.
- 19.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: <https://www.e-verify.gov/employers/enrolling-in-e-verify>.

20. ENTIRE CONTRACT

The parties agree that this Contract is the complete expression of the terms hereto, and any oral representations or understanding not incorporated herein are excluded. Except as otherwise provided in this Contract, any modification shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of this Contract and cause for termination. The parties recognize that time is of the essence in the performance of this Contract.

21. EQUITY, INCLUSION, AND ANTI-RACISM

Contractors must evaluate their activities under this contract, and be as equitable and inclusive as possible, ensuring contracted services are being fully utilized and accessed by all the population groups that need them, to include historically underserved communities such as Black, Indigenous, and People of Color, persons with disabilities, and LGBTQ+. To do this, the contractor shall, at minimum:

- 21.1. Identify all the groups in the community that need the services to be offered, paying particular attention to historically underserved populations.
- 21.2. Center the voices of those who will be impacted or served by the actions, activities, or policies implemented through this contract, particularly the voices of historically underserved groups; and allowing those voices to shape and influence the conduct of contracted activities.
- 21.3. Track demographics, service delivery, and outcomes in the contract to see inequities and disproportionality in access and delivery of contracted services when it occurs, and actively take steps to correct inequities found.

22. FAIR HOUSING AND NON-DISCRIMINATION

- 22.1. The Contractor shall comply with all local, state, and federal fair housing and non-discrimination laws, regulations, and policies. Contractor shall take necessary and appropriate actions to prevent discrimination in rental units assisted through the contracted funding sources.

- 22.2. In accordance with the decision in *United States v. Windsor*, 133 S. Ct. 2675 (June 26, 2013), and section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively.

23. FEDERAL FUNDING REQUIREMENTS

- 23.1. Any federal funds received under this agreement will have an Assistance Listing Number (ALN) identified in the Contract. Contractors that receive federal funds shall comply with all County requirements including, but not limited to, those specified or incorporated into this Contract and detailed in the federal government web portal known as the System for Award Management (SAM.gov). The Contractor certifies that it is aware of or will review the appropriate sections of SAM.gov, any relevant sections of the Code of Federal Regulations, and any other document referenced in either SAM.gov or in this Contract which provide guidance to compliance with federal funding requirements.
- 23.2. If Contractor receives federal funds, Contractor shall maintain a current registration in the System for Award Management (SAM.gov). Contractor shall also maintain an active Unique Entity Identifier (UEI) created in [SAM.gov](https://sam.gov).
- 23.3. If Contractor receives federal funds, in awarding contracts pursuant to this Contract, the Contractor shall comply with all applicable federal, state, and local law for awarding contracts, including but not limited to procedures for competitive bidding required by 2 C.F.R. Part 200.
- 23.4. For contracts funded by the U.S. Department of Health and Human Services (HHS), Contractor shall disclose in writing, in a timely manner, to the County and to the HHS Office of Inspector General, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
- 23.5. If Contractor receives federal funds, Contractor shall not:
- 23.5.1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 23.5.2. Procure a commercial sex act during the period of time that the award is in effect;
 - 23.5.3. Use forced labor in the performance of the award or subawards under the award.
- 23.6. If Contractor receives federal funds, Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-

1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

23.7. If Contractor receives federal funds, Contractor is encouraged to adopt and enforce policies that ban text messaging while driving motor vehicles in the performance of its work for or on behalf of the County. The Contractor is, therefore, encouraged to do the following

23.7.1. Adopt and enforce policies that ban text messaging while driving:

23.7.1.1. company-owned or rented vehicles when performing any work for or on behalf of the County; and

23.7.1.2. privately-owned vehicles when performing any work for or on behalf of the County.

23.7.2. Conduct initiatives in a manner commensurate with the size of the business such as:

23.7.2.1. the establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and

23.7.2.2. education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

23.7.3. Definitions

23.7.3.1. "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

23.7.3.2. "Driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

23.7.3.3. "Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

23.8. For any Contract funded, in whole or in part, with federal funds subject to Title VI of the Civil Rights Act of 1964, as amended, the following term applies.

23.8.1. Contractor shall comply with Title VI of the Civil Rights Act of 1964, which

prohibits Contractors of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

23.9. If Contractor receives federal funds, by signing this Contract, the Contractor certifies that it complies with 20 U.S.C. 7183, also known as the "Pro-Children Act of 1994," by not allowing smoking in any portion of any indoor structure routinely owned or leased or contracted by the Contractor and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

23.9.1. The United States Public Health Services (PHS) strongly encourages all grant recipients and contractors to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

23.10. If Contractor receives federal funds, Contractor is encouraged, pursuant to Executive Order 13043, 62 FR 19217, to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

24. FISCAL REQUIREMENTS

24.1. The Contractor is required to comply with Generally Accepted Accounting Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP) that meet the financial management systems requirements of this Contract. The requirement in this section may be met either by submission of an annual independent auditor's report (audit) or review of financial statements report (review); or by the submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year, if an independent annual audit or review is not performed.

24.2. The Contractor shall comply with applicable requirements of 2 C.F.R. Part 200, including any future amendments, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

24.3. The Contractor shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 C.F.R. §200.508, if the Contractor (1) expends \$750,000 or more in federal awards during the Contractor's fiscal year, or (2) the Contractor is a State

Auditor's Office BARS user, regardless of expenditure level.

- 24.4. If the Contractor expends \$750,000 or more in federal funds as a direct recipient and/or subrecipient of federal funds during the Contractor's fiscal year, independent financial and single audit reports are required. Copies of the audit reports shall be submitted to the County. Copies of other financial records may also be required.
 - 24.4.1. Non-Profit Contractors and Public Entities - The audit report shall meet Title 2 C.F.R Part 200 requirements with assurances of financial record keeping that will enable identification of all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. Title 2 C.F.R Part 200 audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.
 - 24.4.2. For Profit Contractors - An independent audit, an independent limited scope audit, or other evidence negotiated with and approved by the County that provides positive assurance of meeting GAAP or GGAAP shall be submitted. Independent audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.
- 24.5. The Contractor shall provide to the County a corrective action plan for any audit findings within thirty (30) days of having received the auditor's reports. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or the audits are received by the County.
- 24.6. If there is no audit requirement, the Contractor shall submit to the County semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year. These reports shall be submitted within forty-five days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:
 - 24.6.1. Non-Profit Contractors - A Statement of Financial Position, Statement of Activities, Statement of Changes in Net Assets, and Statement of Cash Flows.
 - 24.6.2. For-Profit Contractors - A Balance Sheet, Income Statement, and Statement of Cash Flows.
 - 24.6.3. Public Entities are exempt from the semi-annual financial reporting requirement.
 - 24.6.4. The County may waive the semi-annual reporting requirement in writing if the Contractor's total contract amount is less than \$25,000 or if this Contract is a Personal/Professional Services contract.

25. GRIEVANCE AND COMPLAINT PROCEDURES

If required by a granting agency, the Contractor shall have a grievance procedure and a complaint procedure. Both procedures shall be in writing and shall include timelines for filing a grievance or a complaint. The complaint procedure shall be developed in compliance with federal law regarding discrimination and include timelines for response or action and shall be available to any individual requesting a copy. The grievance process should include both formal and informal process steps, including an arbitration process, if needed. The County shall be notified when a grievance requires formal arbitration. Upon request by the County, County shall review and approve the Contractor's grievance and complaint procedures.

26. INDEMNIFICATION

26.1. The Contractor does release, indemnify, and promise to defend and hold harmless the County, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims. This includes costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees, and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement.

26.2. The Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims that are brought against the County. This paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees, and agents.

27. INSURANCE

Contractor shall provide the County with proof of the following insurance coverage upon execution of the Contract. Proof shall be on an ACORD Certificate of Liability Insurance showing the coverage, deductible, and policy period. Required insurance coverage shall be maintained throughout the term of the Contract.

27.1. COMMERCIAL GENERAL LIABILITY

Contractor shall maintain \$1,000,000 per occurrence and \$2,000,000 annual aggregate limits in annually renewing occurrence-based Commercial General Liability (CGL) insurance coverage. A "claims-made" policy" is not acceptable. In no event shall the deductible exceed \$10,000. Contractor agrees that its CGL policy is primary and non-contributory and waives its right of subrogation.

27.2. AUTOMOBILE LIABILITY

If vehicles are to be used in the performance of work under this Contract, Contractor shall provide the County with proof of \$1,000,000 combined single limit for bodily injury and property damage in annually renewing occurrence-based Automobile Liability insurance coverage for all owned and non-owned vehicles. If vehicles are not used, the Contractor shall provide the County with a written declaration on company letterhead stating that no vehicles will be used in the performance of the Contract.

Contractor agrees that its Automobile Liability policy is primary and non-contributory and waives its right of subrogation.

27.3. FIDELITY INSURANCE

If the Contractor receives \$10,000 or more per year in funding from a federal granting agency, the Contractor shall provide the County with proof of Fidelity insurance coverage. Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds, or for issuing financial documents, checks, or other instruments of payment shall be insured to provide protection against loss. The amount of Fidelity Insurance coverage secured shall be either \$100,000 or the highest planned reimbursement for the contract period, whichever is lowest. Fidelity insurance coverage secured pursuant to this paragraph shall name Clark County as the beneficiary.

27.4. SEXUAL MOLESTATION LIABILITY

Contractor shall maintain Sexual Molestation Liability insurance coverage with a minimum limit of \$1,000,000 per occurrence/aggregate. At all times, Contractor's policy, limits, and coverage will be primary and non-contributory to any coverage maintained by Clark County.

27.5. CYBER LIABILITY

Contractor shall maintain Cyber Information Technology and Cyber Errors and Omissions Liability insurance coverage with a combined single limit of not less \$1,000,000 per occurrence. Such coverage shall include, but not be limited to, third party liability coverage for loss or disclosure of data, including electronic data, network security failure, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent infringement and trade secret misappropriation), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violation of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, worm, logic bomb or trojan horse, negligence in connection with denial of service attacks, or negligent misrepresentation.

27.6. WORKERS' COMPENSATION

Contractor shall maintain Workers' Compensation insurance coverage in compliance with the Revised Code of Washington (RCW) Title 51 with minimum coverage limits of \$1,000,000 for each accident or provide evidence that State law does not require such coverage.

27.7. PROFESSIONAL LIABILITY

Contractor shall maintain Professional Liability insurance coverage with minimum limits of \$1,000,000 for any one (1) incident. At all times, Contractor's policy, limits, and coverage will be primary and non-contributory to any coverage maintained by Clark County.

27.8. ADDITIONAL INSURANCE REQUIREMENTS

Clark County, its officers, employees, and agents, shall be named on the Commercial General Liability and Automobile Liability policies of Contractor and any subcontractors as an Additional Insured with no restrictions or limitations concerning products and completed operations. Coverage shall be primary and noncontributory to any coverage maintained by Clark County. The contractor shall provide Clark County with verification of insurance and endorsements required by this Contract. Clark County reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Insurance certificates shall list Clark County as a Certificate Holder as follows: Clark County Washington Community Services, Attn: Contracts Unit, PO Box 5000, Vancouver, WA 98666-5000.

28. INTERPRETATION OF CONTRACT

This agreement contains the General Terms and Conditions agreed upon by the parties. In the event of an inconsistency or conflict appearing in this Contract, the following provisions apply:

28.1. The order of precedence is as follows:

28.1.1. Federal statutes and regulations

28.1.2. State statutes and regulations

28.1.3. Statement(s) of Work

28.1.4. Special Terms and Conditions

28.1.5. Clark County Community Services General Terms and Conditions, as now established or hereafter amended.

28.1.6. The Contractor's proposal

28.2. Where a term of these General Terms and Conditions conflicts with a term of an associated contract, the term of the associated contract controls. If such interpretation would violate a federal or state statute or contract agreement, the term shall be interpreted in a manner to comply with federal and state statutes and contract agreements.

29. LICENSING AND PROGRAM STANDARDS

The Contractor agrees to comply with all applicable federal, state, County, or municipal standards for licensing, certification, and operation of facilities and program, accreditation and licensing of individuals, and for any other applicable standards or criteria as specified in this Contract. The loss of any required accreditation license or other certificate shall be

promptly reported to the County. The loss of a required license, certification, and/or accreditation will be grounds for termination of a contract by the County if the presence of the license or certificate is a legal prerequisite to performing a Contract service.

30. LIMITED ENGLISH PROFICIENCY

The Contractor shall comply with Executive Order No. 13166 and take necessary and appropriate actions to ensure that persons with Limited English Proficiency (LEP) have meaningful access and equal opportunity to participate in services, activities, programs, and other benefits associated with this Contract.

31. NON-APPROPRIATION

31.1. In the event that funding to the County from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of a contract and prior to its normal completion, the County may immediately terminate this Contract in whole or in part by providing the Contractor notice.

31.2. Any notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand-delivery, to the receiving party at the address listed on the signature page or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.

32. NON-SUBSTITUTION FOR LOCAL FUNDING

The Contractor shall not use funds provided under this Contract to supplant local, state, or other federal funds. The Contractor shall not use these funds to replace funding that would otherwise be made available to the Contractor had this funding not been provided.

33. PAY EQUITY

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

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

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

33.2.1. A seniority system; a merit system; a system that measures earnings by

quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

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

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

34. PAYMENT PROVISIONS

34.1. PROVISIONS FOR ALL CONTRACTS

34.1.1. No payment to the Contractor shall be made for any service performed by the Contractor that is not within the scope of this Contract.

34.1.2. In the event that federal, state, County, or independent auditors determine that the Contractor has requested and received payment from the County for expenses or services that are outside the scope of a contract and/or not allowed by law or County policy, the County may withhold or suspend payment to the Contractor until such time as disallowed costs are recovered and any corrective action process has been completed.

34.1.3. If requested by the County, Contractor shall submit invoices on a county-approved form accompanied by required reports and supporting documentation.

34.1.4. Invoices shall be submitted to the County no later than the 15th of the month following the month when services were provided unless prearranged with the county program contact.

34.1.5. The County will make payment to Contractor as soon as practicable but not more than thirty (30) days after an invoice is received and approved by the County unless other payment arrangements are approved by the County.

34.1.6. For services that are also funded by a third party, the Contractor shall provide a detailed cost itemization by cost center and funding source. Detail shall identify which service or work is funded by the County and which is funded by other parties.

34.1.7. The Contractor agrees to allow the County to adjust the budget lines and/or project schedule of this Contract when necessary and in the interests of both parties, provided the total contract amount remains unchanged.

34.1.8. For construction projects subject to Federal Labor Standards Provisions (Davis-Bacon), the County shall reserve the final 10% of grant funds budgeted on the construction line item (as specified in the Budget

Summary) pending the County's receipt of a complete and correct set of certified payrolls from project contractor(s). The final billing for retainage shall include copies of all executed change orders and the final project cost.

34.2. PROVISIONS FOR COST REIMBURSEMENT CONTRACTS

Invoices shall adequately describe the goods/services received and expenses paid. The invoice shall identify the month and year of service and the contract number. The invoices shall be categorized by statement of work and be accompanied by adequate general ledger detail. Copies of original receipts shall also be provided if requested by the County.

34.2.1. For direct costs, detail shall include:

34.2.1.1. Salaries and benefits: name or employee ID number, salary/benefits paid, and dates.

34.2.1.2. Other direct costs: vendor name(s), dates of service, and amount.

34.2.1.3. Professional Development: reimbursement requests shall include copies of original receipts and event documentation or an event description. Reimbursement for all professional development expenses, which include related travel costs, will only be allowed after event has occurred.

34.2.2. For allocated indirect costs, the Contractor shall provide a copy of an allocation method or plan or a federally approved indirect cost rate to the County for review and written approval prior to the first invoice being reimbursed. The Contractor shall submit one of the following documents to meet this requirement:

34.2.2.1. Cost Allocation Plan that defines how direct, shared, and administrative costs are allocated; or;

34.2.2.2. A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.

34.2.2.3. An approved indirect cost rate by the Contractor's federal cognizant agency.

34.3. PROVISIONS FOR FEE-FOR-SERVICE CONTRACTS

34.3.1. Invoices shall adequately identify services being billed, the month and year of service, the contract number, and be categorized by statement of work.

34.3.2. When the contract ends, the Contractor must submit a final request for payment within thirty (30) days following the contract end date.

35. PROHIBITION AGAINST POLITICAL ACTIVITY AND RELIGIOUS ACTIVITY

- 35.1. The Contractor shall not use contract funds or identify contract funds in a manner supporting any partisan or nonpartisan political activity, nor for any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election or any voter registration activity.
- 35.2. The Contractor shall not use program funds to support inherently religious activities such as religious instruction, worship, or proselytization. Contractor must take steps to separate, in time or location, inherently religious activities from the services funded under this Contract.
- 35.3. The Contractor agrees that no funds provided nor personnel employed under this Contract shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, Chapter 15 of Title V, United States Code.

36. PROTECTION OF INDIVIDUAL RIGHTS

- 36.1. Clark County is an equal opportunity employer.
- 36.2. The Contractor shall comply with all federal, state, and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, gender identity, marital status, race, color, national origin, religion, disability, or familial status.
- 36.3. In the event of the Contractor's non-compliance or refusal to comply, the County may terminate this Contract in whole or in part.

37. PUBLICITY

- 37.1. In all news releases, marketing or informational materials, signage, public announcements, and any other notices related to this Contract, the Contractor shall include information identifying the funding source as Clark County and use the County logo on signage, printed media, and social media as appropriate.
- 37.2. In all news releases, marketing or informational materials, signage, public announcements, and any other notices related to this Contract, the Contractor shall include information identifying the source of funds as U.S. Department of Health and Human Services or other funding source, as applicable.
- 37.3. Contractor shall not publish or use any advertising, product placement, or promotional materials in which the U.S. Department of Health and Human Services, Clark County, or other funding sources are mentioned without the prior written consent of the County.

38. RECORDS RETENTION AND RELEASE

- 38.1. The Contractor and the County shall abide by the Washington Public Records Act, RCW Chapter 42.56. Contractor shall maintain all records constituting public records and produce or assist Clark County in producing such records within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request from the public, Contractor shall, within two (2) business days, notify Clark County of the receipt of the request and provide a copy of the request to the Public Records Officer of the County Manager's Office.
- 38.2. Required records shall be retained for a period of at least six (6) years from the expiration or termination date of this Contract except as follows:
 - 38.2.1. Records that are the subject of audit finding or a legal proceeding shall be retained for the minimum period or until such audit findings or legal proceeding has been resolved, whichever is later.
 - 38.2.2. Records for real property and equipment shall be retained for the minimum period from the date of disposition, replacement, or transfer at the direction of the County.
 - 38.2.3. Any record with a longer retention schedule for purposes of public records disclosure shall be retained as required by the Revised Code of Washington (RCW).
- 38.3. If requested by the County and to the extent allowed by law, at the end of the records retention period Contractor shall return confidential information to the County or certify in writing the destruction of the confidential information.

39. RECOVERY OF PAYMENT

If the County makes payment for goods or services that were claimed in error or were not allowable costs under the terms of this Contract, the Contractor shall repay the County promptly and fully cooperate with the County in its recovery efforts.

40. RELATIONSHIP OF THE PARTIES

The Contractor, its agents, employees, officers, or representatives, are not employees, agents, or representatives of the County for any purpose, and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees. The Contractor shall be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors, or others during the performance of any contract. The County shall not be responsible for the payment of federal taxes, Social Security taxes, or Labor and Industries contributions for the Contractor. This agreement is executed for the benefit of the parties and the public generally. It is not intended nor may it be construed to create any third-party beneficiaries.

41. SEVERABILITY

It is understood and agreed by the parties that if any part, term, or provision of this Contract

is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid. If deletion of the invalid provision substantially alters the intent, purpose, or effect of the Contract, or constitutes a failure of consideration, the Contract may be rescinded or terminated by the County. Nothing herein contained shall be construed as giving precedence to provisions of this agreement, Contract, any Statement of Work, or any subcontract, over any provision of the law.

42. STANDARDS FOR FISCAL ACCOUNTABILITY

- 42.1. Contractor shall establish a proper accounting system in accordance with generally accepted accounting standards or County directives.
- 42.2. If required by the State of Washington or by this Contract, the Contractor shall maintain books, records, documents, and accounting procedures and practices that accurately reflect all direct and indirect costs and income related to the performance of each contract. Such fiscal books, records, documents, reports, and other data shall be retained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," hereinafter referred to as "BARS," or equivalent accounting method, to allow costs to be tracked to specific revenue sources.
- 42.3. The County shall have the right to monitor and audit Contractor's fiscal components to ensure that actual expenditures remain consistent with the terms of this Contract.

43. SURVIVABILITY

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Contract shall so survive. Examples of terms that survive are records retention, fiscal audit, and indemnification requirements, as well as affordability requirements included in many HUD-funded contracts.

44. TRAVEL

For contracts that allow travel reimbursement, Contractor shall comply with the Clark County Travel Policy. All mileage reimbursement requests shall include date, location, and event documentation or an event description, and mileage and rates. Payment for travel expenses will be made on a reimbursement basis only.

- 44.1. The following travel related expenses are allowable costs if incurred in conjunction with travel for the performance of work under contract with Clark County.
 - 44.1.1. Actual costs of air, bus, train, taxi, tolls, car rentals and parking fees. Personal automobile usage will be reimbursed at the prevailing Clark County rate per mile.
 - 44.1.2. Mileage shall be calculated from the Contractor's business location to the

travel destination. In instances where personal automobile usage exceeds the cost of airfare, reimbursement will be limited to the cost of traveling to the same destination by coach class airfare.

44.1.3. The actual cost of hotel accommodations at the single occupancy rate is an allowable expense when traveling on business required under this Contract. The lowest possible rate should be requested. An itemized receipt is required with each reimbursement request.

44.1.4. Meals are reimbursed on a per diem rate for overnight stays as established by Clark County. Receipts are not required. For current rules and rates, see: <https://www.clark.wa.gov/community-services/contract-information>.

44.1.5. Other reasonable and ordinary expenses that are related to the performance of the contract and incurred by the Contractor while on official business. Examples of these costs are registration fees, expedited shipping, and specialized software subscriptions. Itemized receipts are required.

44.2. It is expected that travel for business conducted in Vancouver, WA will be based upon the per diem rates established for the Vancouver, WA per diem locality, without regard to actual location of lodging.

45. WAIVER OF DEFAULT

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract.