

**INTERLOCAL CONTRACT FOR SERVICES**  
**between**

**CLARK COUNTY, Department of Community Services,**  
PO Box 5000, Vancouver, Washington 98666-5000; (360) 397-2130

AND

**CLARK PUBLIC UTILITIES, a municipal corporation,**  
PO Box 8900, Vancouver, Washington 98668; (360) 992-3000

**Program/Services Being Funded: Low Income Home Energy Assistance Program (LIHEAP)**

Period of Performance: October 1, 2012 through September 30, 2013

Contract Period: October 1, 2012 through October 31, 2013

Budget Authority: \$1,696,627

Funding Source: LIHEAP (Federal Funds - CFDA #93.568)

CPU Program Contact	CPU Fiscal Contact	County Program Contact	County Fiscal Contact
Gretchen Alexander (360) 992-3583 GAlexander@clarkpud.com	Melissa Ankeny (360) 992-3495 MAnkeny@clarkpud.com	Bonnie L. Scott (360) 397-2075 ext 7813 bonnie.scott@clark.wa.gov	Rhonda Dimick (360) 397-2075 ext 7836 rhonda.dimick@clark.wa.gov

This Interlocal Contract consists of the following exhibits:

- Terms and Conditions
- Budget Summary
- Statement of Work

Clark County, by and through its Department of Community Services, hereinafter referred to as the "County," and Clark Public Utilities, a municipal corporation, hereinafter referred to as "CPU," agree to the terms and conditions of this Interlocal Contract and its exhibits by signing below:

FOR CLARK COUNTY:

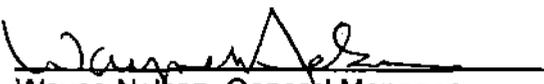
  
Bill Barron, County Administrator

10/19/12  
Date

Approved as to Form:

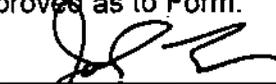
By:   
Deputy Prosecuting Attorney

FOR CLARK PUBLIC UTILITIES:

  
Wayne Nelson, General Manager

11-15-12  
Date

Approved as to Form:

By:   
Clark Public Utilities Attorney

**TERMS AND CONDITIONS  
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM**

**1. PURPOSE AND BACKGROUND**

- 1.1 This is an Interlocal Contract entered into under the authority of the Interlocal Cooperation Act, RCW 39.34, between Clark County, Washington, a political subdivision of the State of Washington, and Clark Public Utilities, a municipal corporation in the State of Washington. Pursuant to RCW 39.34, prior to its entry into force this contract shall be filed with the county auditor or, alternatively, listed by subject on CPU's public web site or other electronically retrievable public source.
- 1.2 The Low Income Home Energy Assistance Program (hereinafter "LIHEAP"), authorized by the Low Income Home Energy Assistance Act of 1981, the Omnibus Budget Reconciliation Act of 1981, the Energy Policy Act of 2005, Public Law 109-58, is a block grant issued by the Department of Health and Human Services, Office of Administration For Children And Families to the State of Washington Department of Commerce (Commerce). Clark County, by and through its Department of Community Services, contracts with Commerce to operate the program locally, and CPU desires to administer the duties and responsibilities of the LIHEAP program. The objective of the LIHEAP program is to assist eligible households to meet the costs of home energy.
- 1.3 The purpose of this Contract is to provide for the administration of the LIHEAP program by CPU, and the parties desire to reduce to writing their understanding related to the administration duties and responsibilities of the LIHEAP program.

**2. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

CPU agrees that any publication (written, visual or sound) but excluding press releases, newsletters, and issue analyses, issued by CPU describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"Prepared with funds made available under the Low-Income Home Energy Assistance Program, U.S. Department of Health and Human Services administered by the Washington State Department of Commerce."

**3. ALLOCATION OF INDIRECT COSTS AND DETERMINATION OF INDIRECT COST RATES**

CPU shall use the federal cost principles specified in OMB Circular A-87, Cost Principles Applicable to Grants, Contracts and other Agreements with state and local governments.

**4. ALLOWABLE COSTS**

Costs allowable under this Contract are actual expenditures according to the budget included in the Budget Summary, up to the maximum amount stated on the Contract face sheet. CPU shall use the federal cost principles specified in OMB Circular A-87,

Cost Principles Applicable to Grants, Contracts and other Agreements with state and local governments. Allowable uses of federal funds include:

- 4.1 Administrative costs: Costs of a general nature incurred in the provision of energy assistance but not clearly identified with a particular program. These costs shall include, but not be limited to, planning, budgeting and accounting, establishment and direction of CPU policies, goals and objectives, and client intake and eligibility determination.
- 4.2 Client services costs:
  - 4.2.1 Conservation education: Costs for activities which encourage and enable households to reduce their home energy needs and thus the need for energy assistance, including needs assessments related to energy-budget management, payment plans and related services, assistance with energy vendors to encourage responsible vendor and consumer behavior, and related client counseling. These costs are limited to staff salaries, wages and fringe benefits and printed materials.
  - 4.2.2 Other direct services: Costs which are not administrative in nature but are for activities directly related to benefit-determination assistance, outreach, information resource and referral, case management, and crisis service necessary to serve eligible households.
  - 4.2.3 Direct services: All payments made to, or on behalf of, eligible low-income households up to the maximum amount determined by Commerce.

## 5. **ANTICIPATORY COSTS**

Allowable costs under this Contract shall include costs incurred by CPU from the beginning of the contract period for activities allowable under the terms of this Contract as if this Contract had been in effect during that period; provided that all costs shall not exceed the maximum amount of this Contract. No payment for allowable costs shall be made under this Contract until it has been signed by all parties.

## 6. **ASSIGNMENT**

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

## 7. **CLIENT PRIVACY STANDARDS**

- 7.1 Personal information collected by CPU, used or acquired in connection with this program, shall be used solely for the purpose of this program. CPU agrees not to release divulge, publish, transfer, sell or otherwise make known to unauthorized persons the personal information without express written consent of the client or as provided by law. The written consent must include what client information may be shared and to whom or which agencies/businesses. CPU agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to personal information.
- 7.2 Personal information includes but is not limited to information that would identify an individual's health, education, business, use or receipt of governmental services, names,

addresses, age, telephone numbers, social security numbers, drivers license numbers and finances including financial profiles, credit card numbers or other identifying numbers.

- 7.3 The County reserves the right to monitor, audit or investigate the use of personal information collected by CPU, used or acquired by CPU. Not properly maintaining clients' private information could result in termination of this Contract.
- 7.4 CPU agrees to indemnify and hold harmless the County and the State and its officers, employees and authorized agents for any damages related to CPU's unauthorized use of personal information.

## **8. CORRECTIVE ACTION**

- 8.1 CPU is required to provide services as specified in this Contract. If the County identifies a Contract violation or a performance deficiency, it shall notify CPU in writing, and CPU shall submit a corrective action plan within 30 days from the day the County's written notice is mailed.
- 8.2 The County will approve or disapprove CPU's corrective action plan, in writing, within 14 days of receipt of the plan. If the plan is satisfactory, follow-up will be required from CPU to ensure the deficiency is corrected. If subsequent efforts by CPU do not correct the deficiency, or a corrective action plan is not completed by CPU within 30 days, or the plan is deemed unsatisfactory by the County, the County will take corrective action. Such action may include termination of the Contract.

## **9. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION**

CPU, defined as the primary participant and its principals, certifies by signing this Contract, that to the best of its knowledge and belief that:

- 9.1 They are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any federal department or agency.
- 9.2 They have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims or obstruction of justice.
- 9.3 They are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated above in this section.

- 9.4 They have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- 9.5 It shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 9.6 For services provided under this Contract, CPU also certifies that it does not contract with any entity or person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in federal assistance programs or any transactions with a federal department or agency. CPU further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions: The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency."

- 9.7 CPU shall provide certification of the above to the County within thirty days of the start of this Contract, and maintain evidence of compliance in personnel files or with the subcontractor's documents.

## **10. DISPUTES**

If a dispute occurs between the County and CPU regarding the delivery of services under this Contract that cannot be resolved by their respective staff, the Clark County Administrator and the CPU General Manager or their designated representatives shall review the dispute and options for resolution.

## **11. DOCUMENTS INCORPORATED BY REFERENCE**

In addition to the other documents and circulars referenced throughout this Contract, each of the documents listed below are by this reference incorporated into this Contract as though fully set forth herein, including any amendments, modifications or supplements thereto:

- The Client Service Contract with the Washington State Department of Commerce for Administering the Washington State 2013 Low-Income Home Energy Assistance Program (October 1, 2012 through September 30, 2013), the special and general terms and conditions of this contract, and the program policies and procedures established by the Department of Commerce, as now enacted or hereafter amended.
- The County's 2013 Low-Income Home Energy Assistance Program Application.
- CFDA Section 93.568, Low Income Home Energy Assistance.

**12. DOCUMENTS ON FILE**

Documents consistent with federal and state regulations, as applicable, shall be kept on file in CPU's office and available for review. Such documents shall include but not be limited to:

- Personnel policies
- Job description
- Organizational chart
- Travel policies
- Fiscal management
- Articles of incorporation
- Bylaws
- Latest agency audit
- Insurance policies required under this contract
- Indirect cost agreement, when applicable

**13. DUPLICATE PAYMENT**

CPU certifies that work to be performed under this Contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

**14. 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. Further, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. The parties recognize that time is of the essence in the performance of this Contract, and agree that the forgiveness of non-compliance with any provision of this Contract does not constitute a waiver of the provisions of this Contract.

**15. ETHICS/CONFLICTS OF INTEREST**

In performing under this Contract, CPU shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and other applicable state or federal law related to ethics or conflicts of interest.

**16. EMPLOYMENT VERIFICATION PROGRAM**

The Contractor shall register with the Department of Homeland Security (DHS) E-Verify Program prior to starting work under this Contract. The Contractor shall enter into a Memorandum of Understanding (MOU) with the DHS E-Verify Program, and submit the MOU to the County. When the Contractor hires new employees, the Contractor shall update their information on the E-Verify website. At the end of the Contract, the Contractor shall submit written documentation of the authorized employment status of their employees and those of any sub-contractor(s) assigned to perform work associated

with this Contract. E-Verify Program information and enrollment is available at the Department of Homeland Security web page: [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

## **17. FEDERAL FUNDING REQUIREMENTS**

The federal funds received under this Contract have a Catalog of Federal Domestic Assistance (CFDA) Number identified in the Contract. The County and CPU, as recipients of federal funds, shall comply with grantor requirements including but not limited to those detailed or incorporated into this Contract and detailed in the Catalog of Federal Domestic Assistance. CPU certifies that it is aware of or will review the appropriate section of the CFDA and the relevant Code of Federal Regulations and other documents referenced in either the CFDA or in this Contract that provide guidance to compliance with federal requirements regarding these funds.

## **18. FINANCIAL MANAGEMENT SYSTEMS**

CPU's financial systems shall contain the following:

- Accurate, current and complete disclosure of the financial results of each Contract.
- Records that identify the source and application of funds.
- Control over and accountability for all funds, property, and other assets.
- Comparison of actual outlays with budgeted amount for each contract.
- Procedures that minimize the time elapsing between the transfer of funds from the County and their disbursement by CPU.
- Procedures for determining reasonableness, and allocating of costs.
- Accounting records that are supported by source documentation.
- Procedures for timely and appropriate resolution of audit findings and recommendations.

## **19. FISCAL AUDIT**

19.1 CPU is required to submit evidence of financial operations that complies with Generally Accepted Accounting Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP) and that meets the financial management systems requirements of the contract.

19.2 The requirement may be met by submission of 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:

19.2.1 Non-Profit Contractors – A Statement of Financial Position and Statement of Activities. A Statement of Changes in Net Assets and the Statement of Cash Flows shall also be provided at mid-point, if available. If not, at the end of the Contractor's fiscal year.

19.2.2 For Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows.

- 19.2.3 Public Entities are exempt from the semi-annual financial reporting requirement.
- 19.3 Copies of independent audit reports shall be submitted to the County. Copies of other financial records may be required.
- 19.4 If the Contractor expends \$500,000 or more in federal funds during the fiscal year, an audit report is required.
- 19.4.1 Non-Profit Contractors and Public Entities – The audit report must meet OMB Circular A-133 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. Revised OMB A-133 requires the Contractor to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. A-133 Audits for fiscal years that include this contract shall be completed and submitted to the County within nine months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.
- 19.4.2 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. Independent audits for fiscal years that include this contract shall be completed and submitted to the County within nine months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.
- 19.5 If applicable, the Contractor shall include a Corrective action plan for audit findings and a copy of any Management Letters. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.

**20. GOVERNING LAW AND VENUE**

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

**21. INDEMNIFICATION**

CPU hereby agrees to indemnify, defend, save and hold harmless the State of Washington, Commerce, all other agencies of the state and all officers, agents and employees of the state, and the County, its officials, agents, and employees, from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of this Contract, except those caused by the negligence of the County. CPU agrees to indemnify and hold harmless the County, the State and its officers, employees and authorized agents for any damages related to CPU's unauthorized use of personal information.

## **22. INSURANCE**

- 22.1 At the execution of this contract, the Contractor must provide an original ACORD Form with the Commercial General Liability (CGL) Insurer with broker of record, insurance limits, renewal dates, deductible/SIR less than or equal to \$250,000 unless authorized otherwise by Risk Management), and \$1,000,000 of annually renewing coverage. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims, before renewal, the Contractor warrants and guarantees the coverage limit(s), to include indemnity and defense up to the listed limit, from its own resources regardless of coverage status due to cancellation, reservation of rights, or any other no-coverage-in-force reason. Coverage shall not contain any endorsement(s) excluding nor limiting contractual liability or cross liability. This deductible may be satisfied through evidence of self-insurance.
- 22.2 The Contractor shall provide a fidelity insurance policy to protect against employee dishonesty and ensure that every officer, director, or employee who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs is covered by fidelity insurance in an amount not less than the Contract total budget authority. The insurance must be secured for the term of the contract and must name the County as "Additional Insured". The certificate shall show the broker of record, insurance limits, renewal dates, and the coverage must include employee theft per loss, employee theft per employee, and theft (disappearance and destruction).
- 22.3 The Contractor may provide evidence of self-insurance to protect against legal liability arising out of Contract activity. It is the Contractor's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the Contract and to notify the County of any change in its insurance. All insurers used must have an AM Best's Rating of A-VII or better. The Contractor shall provide its own insurance protection at its own expense for any property (contents or personal property) maintained on the premises. The address for all certificates will be written as follows: Clark County Washington, PO Box 5000, Vancouver, WA 98666-5000.
- 22.4 Contractor shall insure the real property and all fixtures and improvements for its full insurable replacement value against loss or damage by fire and other hazards included within the term "extended coverage." All policies and renewals on the real property shall be in a form and with a carrier acceptable to Clark County. This coverage is also exempt from the above stated "Additional Insured" endorsement.
- 22.5 CPU shall provide to the County proof of a professional liability/errors and omissions insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence, with a \$3,000,000 aggregate, with a maximum deductible of \$100,000. It should be an occurrence based policy. However, if the policy is a claims-made policy, then tail coverage must be provided for three years after the end of the contract or completion of the project. This coverage is exempt from the above stated "Additional Insured" endorsement.
- 22.6 Should the Contractor provide an umbrella or excess coverage for any of the associated coverage(s), they shall be written in a "Follow Form" manner and Clark County Washington shall be listed and endorsed as an additional insured.

22.7 In the reasonable exercise of its discretion, Clark County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage's and/or endorsements, or to reject any insurance policies which fail to meet any one or more of the criteria stated herein. This ability to selectively reject may also include the capacity and or financial position or reputation of the insurer. Should Clark County not receive the ACORD form renewal during the active project, payment to the Contractor may be held up or suspended until coverage with an additional insured endorsement is reestablished.

## **23. MODIFICATION**

This Contract may be amended with the mutual consent of the parties. Changes to a contract shall not be valid or binding upon either party unless such change is in writing by contract modification and executed by both parties.

## **24. MONITORING AND EVALUATION**

24.1 CPU shall furnish reports, statements, records, data and other information to the County, state, federal, or other funding agencies at such times and on such forms as are specified by each contract and are supplied by the County. CPU agrees to cooperate and participate in the County's monitoring and evaluation process, including desk reviews of documentation and billings submitted by CPU.

24.2 Monitoring and evaluation may be conducted to ensure program and fiscal accountability and effective use of funds. CPU will be notified in advance of any monitoring and/or evaluation site visits; however, the County reserves the right to conduct on-site visits without prior notification to CPU as deemed necessary. Copies of the monitoring and program evaluation instruments will be provided to CPU upon written request.

## **25. ORDER OF PRECEDENCE**

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

- Applicable federal and state statutes and regulations
- Department of Commerce LIHEAP Client Service Contract
- Special Terms and Conditions contained in this Contract
- Statement of Work in this Contract
- LIHEAP Policies and Procedures

## **26. PAYMENT PROCEDURES**

The County shall pay CPU on a cost reimbursement basis for providing the services described in this Statement of Work, in accordance with the following provisions:

26.1 Payment requests shall be submitted monthly, by the 10<sup>th</sup> of each month, with the following:

- 26.1.1 A signed invoice (with original signature, no fax copies) including CPU's name, address, contract number, month of service and sufficient cost detail to allow the accounting staff to process the request for payment; and
- 26.1.2 A Financial Report Form attached to the invoice with dollar totals for Personnel, Operating, and Administrative.
- 26.2 CPU shall provide the following documentation in support of payment requests:
- 26.2.1 A summary of expenses incurred in support of all cost reimbursement statements of work, by statement of work number, and accompanied by general ledger detail.
- 26.2.2 For direct costs, detail will include:
- Salaries and benefits: names or employee ID number, salary and benefits paid, and dates;
  - Other direct costs: submit utility bills including vendor names, dates of service, and amount.
- 26.2.3 For allocated costs, CPU shall provide a copy of the allocation method/plan for review and approval by the Department of Community Services Finance Manager prior to or with the initial billing.
- 26.3 Payment to CPU shall be processed within 15 days after receipt of a complete and correct invoice, and a complete and accurate general ledger detail itemization.
- 26.4 Contract Closeout: CPU shall complete a contract closeout within thirty days of the end of the contract period, including return of the Financial Reconciliation Statement. Payment requests received by the County after the thirty day closeout period may not be processed as funding may have expired.

## **27. PERFORMANCE STANDARDS AND LICENSING**

CPU shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards, additional requirements contained in Statement of Work of this Contract, and any other standards or criteria established by the County or the State to assure quality of services necessary for the performance of this Contract.

## **28. PERIOD OF PERFORMANCE AND CONTRACT PERIOD**

- 28.1 Subject to its other provisions, the Period of Performance of this Contract is October 1, 2012 through September 30, 2013, and the Contract Period is October 1, 2012 through October 31, 2013.
- 28.2 Services must be provided and billable costs incurred within the Period of Performance. Billings shall be submitted in accordance with the schedule in Section 27, Payment Procedures. The Contractor shall have until the final day of the Contract period to submit reports and complete non-billable end of contract activities.

28.3 The County reserves the right to offer a new contract upon satisfactory Contractor performance.

## **29. PROCUREMENT**

The procurement method for this contract is Staff Report 289-08.

## **30. NONDISCRIMINATION AND PROTECTION OF INDIVIDUAL RIGHTS**

30.1 During the performance of this Contract, CPU shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies including but not limited to the following:

30.2.1 Handicapped Employees of Government Contractors, Rehabilitation Act of 1973, Section 503, (29 U.S.C. 793) and all requirements imposed by or pursuant to that Section.

30.2.2 Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare [after May 1980, the Department of Health and Human Services, (45 CFR Part 80)] issued pursuant to that title.

30.2.3 Americans with Disabilities Act of 1990 (ADA) (28 CFR Part 35) and all requirements imposed by or pursuant to this law, including CFR 29 Part 1630.

30.2 Limited English Proficiency: CPU shall ensure compliance with Title VI, Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, and Executive Order No. 13166: Improving Access to Services for Persons with Limited English Proficiency.

30.3 In the event of CPU's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the County. CPU shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute shall be resolved in the accordance with the procedure set forth in Section 10, Disputes.

## **31. RECORDS MAINTENANCE**

31.1 CPU shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. CPU shall retain fiscal records for a period of six years following the date of final payment. Client files shall be retained for two years following the date of final payment and then returned to the County to be archived for four years.

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

**32. REDUCTION IN FUNDS**

If funding from state, federal, or other source is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the County may terminate the Contract under the "Termination" section of this Contract, withdraw funding, or renegotiate the Contract subject to those new funding limitations and conditions. The County shall promptly notify the Contractor of such termination, withdrawal of funds, or intent to renegotiate the Contract. If the source of funding for this Contract is eliminated on a temporary or permanent basis, the County will not be responsible for reimbursing the Contractor for any work performed after the receipt of the notification. Failure of CPU to meet performance standards, production, projections, or comply with federal or state requirements may result in reduction of funds.

**33. RELATIONSHIP OF THE PARTIES**

The parties intend that an independent CPU/County relationship will be created by this Contract. No agent, employee, or representative of the CPU shall be deemed to be an employee, agent, representative of the County for any purpose, and the employees of the CPU are not entitled to any of the benefits the County provides for County employees. CPU will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors, or otherwise during the performance of this Contract.

**34. SEVERABILITY**

It is understood and agreed by the parties hereto 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 Contract did not contain the particular provision held to be invalid. Provided, that if deletion of the invalid provision substantially alters the intent, purpose or effect of the Contract or constitutes a failure of consideration, a contract may be rescinded or terminated by either party. Provided, that nothing herein contained shall be construed as giving precedence to provisions of this Contract, any Statement of Work or any subcontract over any provision of the law.

**35. SUBCONTRACTING**

CPU shall not subcontract for the provision of any services it is to provide the County under this Contract without the prior written consent of the County. The County reserves the right to inspect and approve any subcontract document for work described and funded by the contract, and CPU agrees to provide a copy of that subcontract to the County no later than 20 days prior to the execution of such subcontract.

Commerce and the County are not liable for claims or damages arising from CPU's performance of this Contract.

**36. 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.

**37. TERMINATION**

If either party hereto fails to comply with the terms and conditions of this Contract or subsequent contracts, the other party may pursue such remedies as are legally available including, but not limited to, the termination of the Contract in the manner specified herein.

- 37.1 Termination by County for Cause. The County may terminate this Contract for a substantial and material breach thereof by CPU upon ten (10) days written notice of termination. The County, prior to termination, shall endeavor to work with CPU to remedy such breach following the Corrective Action process included in this agreement, unless the County concludes that the nature of the breach is such that immediate termination is clearly necessary to protect the public interest. Termination and corrective action correspondence shall be delivered by certified mail, return receipt requested.
- 37.2 Termination by CPU for Cause. CPU may terminate this Contract for a substantial and material breach thereof by the County upon ten (10) days written notice of termination.
- 37.3 Termination for Lack of Funding. The County may terminate this Contract in the event that federal or state funds are no longer available to the County, or are not allocated for the purpose of meeting the County's obligations under this Contract. Termination shall be effective when the County sends written notice of termination to CPU. If this Contract is so terminated, the County shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.
- 37.4 Termination for Convenience. Except as otherwise provided in this Contract, the County may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the County shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.
- 37.5 Terminations on Other Grounds. This Contract may also be terminated by mutual written agreement of the parties upon thirty (30) days written notice of termination.
- 37.6 Disposition of Grant Funds upon Termination. Upon termination of this Contract any unexpended balance of Contract funds will remain with the County. If termination occurs for cause, the Contractor shall immediately and without prior notice required return to the County all funds that were expended in violation of the terms of this Contract.

**38. WAIVER**

No waiver by either party of any term or condition of this Contract incorporated in this Contract shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

**BUDGET SUMMARY****LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)****Clark Public Utilities**

<b>Category</b>	<b>Total</b>
<b>ADMINISTRATION:</b>	
Salaries & Benefits	24,619
Office Supplies	1,000
Printing/Copying	1,000
Travel	1,700
Audit	3,200
Intake (related portion of staff time costs)	37,290
Appointment Line Administration	7,900
<b>TOTAL ADMINISTRATION:</b>	<b>76,709</b>
<b>OTHER DIRECT SERVICES:</b>	
Salaries & Benefits	122,100
Office Space	1,800
Telephone/Postage	12,600
Other (Interpreters)	13,500
<b>TOTAL OTHER DIRECT SERVICES:</b>	<b>150,000</b>
<b>CONSERVATION EDUCATION:</b>	
Salaries & Benefits	37,766
Printed Materials & Supplies	33,261
<b>TOTAL CONSERVATION EDUCATION:</b>	<b>71,027</b>
<b>DIRECT SERVICES:</b>	
<b>TOTAL DIRECT SERVICES:</b>	<b>1,398,891</b>
<b>TOTAL CONTRACT BUDGET:</b>	<b>1,696,627</b>

This budget may be subject to a federally imposed spending limit until full funding is authorized by the Department of Commerce.

**STATEMENT OF WORK****LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)**

CPU shall administer and deliver energy assistance in accordance with the Low-Income Home Energy Act of 1981, the LIHEAP policies and procedures, and applicable federal and state statutes and regulations. The County agrees to assist CPU in the implementation of policies and procedures related to the provision of LIHEAP services.

Energy assistance services include but are not limited to:

- **Direct Services:** Screen all people seeking assistance for their energy needs, including electric, gas, oil, wood, propane, etc. Direct services include all payments made to, or on behalf of, eligible low-income households up to the maximum benefit determined.
- Work with people to identify their best payment/funding options.
- Assist in coordinating benefits for the household.
- Determine client eligibility and benefits for LIHEAP.
- Refer households to the County's Weatherization Assistance and Housing Preservation programs.
- Refer people to other agencies when appropriate.
- Ongoing outreach to the public regarding the LIHEAP program.
- **Conservation Education:** Activities which encourage and enable households to reduce their home energy needs and thus the need for energy assistance; distribution and tracking of education kits.
- Activities directly related to benefits: Determination assistance, outreach, information resource and referral, case management, and crisis services necessary to serve eligible households.

**A. CPU AGREES TO:**

1. Provide staff support for the LIHEAP program, as specified in the Budget Summary.
2. Contract for automated scheduling and provide intake services to determine client eligibility and benefit determination for the LIHEAP program. Telephone answering services shall be available 24 hours per day, seven days per week, and client intake services shall be available between 8:00 a.m. and 5:00 p.m., Monday through Friday. Additional client intake hours will be made available as needed to accommodate individual circumstances.
3. Submit program staff timesheets quarterly, as requested by the County program manager.
4. Spending Targets:

The County shall perform a quarterly review of CPU's level of planned performance compared to the actual performance as reported on the Expenditure Report and Request for Reimbursement. If CPU has failed to achieve eighty-five percent (85%) of its projections as stated on the Budget Summary by the end of the second quarter, or if CPU has failed to achieve ninety percent (90%) of its projections as stated on

the Budget Summary by the end of the third quarter, the County may reduce funds available based on actual performance. Any reduction shall be based on actual performance but may be negotiated between CPU and the County.

5. Non-Electric Energy Assistance:

- a. Provide LIHEAP assistance to all qualified applicants, regardless of the applicants' heat source.
- b. Enter into contracts with vendors who supply non-electric types of home heating energy, using the Low Income Home Energy Assistance Vendor Agreement. Any modifications to the Vendor Agreement shall be submitted to the County for review prior to use by CPU.
- c. As part of the applicant's eligibility determination, CPU shall communicate with other energy vendors and LIHEAP funds shall be paid to the household's primary heating vendor directly, or to the household as a last resort. The reason for a payment to a household shall be documented in the client file.

6. Conservation Education:

CPU will provide conservation education for all program participants as defined in the LIHEAP policies and procedures. CPU must document its efforts, and provide documentation at Commerce's request.

7. Outreach:

- a. CPU will provide the County with a copy of its outreach plan to target populations, and provide households in its service area with information about the Energy Assistance Program. The plan shall be written in accordance with the requirements of the LIHEAP Policies and Procedures, and shall include provisions to focus outreach to the priority groups described in Policy 4.2.0, Informing Population About Program Availability.
  - b. Provide information regarding other energy assistance programs to applicants in order to maximize the applicants' opportunities for assistance.
  - c. Offer services at geographically accessible sites around Clark County.
8. CPU shall screen callers and office drop-ins for possible referral to Clark County's Weatherization Assistance, Housing Preservation and/or Heat System Repairs or Replacement programs.
9. Volunteers: CPU shall make a reasonable effort to secure the services of volunteers and other training or work program participants to supplement staff working under this Contract, especially regarding assistance with outreach to limited-English speaking populations and regarding transportation assistance for elderly and/or disabled customers. CPU's volunteer efforts shall be coordinated with the County.

10. CPU shall follow Policy 4.8.0, Fair Hearings – The Opportunity to Appeal, to resolve a client grievance or complaint. The County reserves the right to review and approve the CPU's grievance and complaint procedures.
11. Reporting: CPU shall provide program statistical information to the County, as requested by the County for reporting requirements and program information related to services purchased by funds awarded under this Contract.
12. CPU shall follow the data management requirements in Policy 4.6.0, Submitting Household Information Forms (HIF) to Commerce.

**B. COUNTY AGREES TO:**

1. For the duration of this Contract, the County will provide training and technical assistance to CPU staff that perform or supervise the activities detailed in the Contract.
2. The County will conduct client file monitoring, desk reviews, and on-site visits to CPU during the period of this Contract to ensure quality of service and Contract compliance.
3. The County will pay CPU for administrative and program support for the LIHEAP Program per the Budget Summary.
4. The County will monitor CPU expenditures monthly to assure the spending is in compliance with the LIHEAP projections in the County's contract with the State of Washington.