

**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:	Weatherization Intake Appointments
Period of Performance:	September 1, 2013 through December 31, 2015
Contract Period:	September 1, 2013 through January 31, 2016
Budget Authority:	\$20,000

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 MAAnkeny@clarkpud.com	Mike Selig (360) 397-2375 ext 4540 Mike.Selig@clark.wa.gov	John Jokela (360) 397-2075 ext 7883 John.Jokela@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:

FOR CLARK PUBLIC UTILITIES:



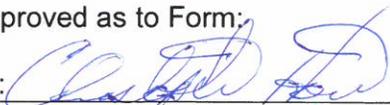
 Mark McCauley, County Administrator



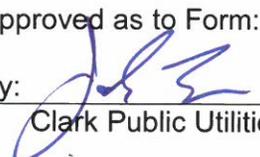
 Wayne Nelson, General Manager

Date 4/21/14

Date 4-15-14

Approved as to Form:
 By: 

 Deputy Prosecuting Attorney

Approved as to Form:
 By: 

 Clark Public Utilities Attorney

SPECIAL TERMS AND CONDITIONS

1. PURPOSE AND BACKGROUND

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.

2. APPLICABLE REGULATIONS

CPU shall provide services described in the Contract accordance with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to the Washington Administrative Code (WAC) and the Revised Code of Washington (RCW), and applicable federal regulations and specifications.

3. ASSIGNMENT AND SUBCONTRACTING

CPU shall not assign or subcontract for any work required in the contract without the prior written consent of the County, unless specified in the contract or the proposal accepted by the County. Any subcontract shall be in writing. The County reserves the right to inspect and approve any subcontract for work described and funded by this Contract, and CPU agrees to provide a copy of that subcontract to the County prior to the execution of such subcontract.

4. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION

- A. CPU shall certify that neither it nor its principals, officers, employees and subcontractor(s) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. CPU shall provide written certification of the above to the County within thirty days of the start date of this Contract, and maintain evidence of compliance in personnel files or with the subcontractor's documents.

5. CONFIDENTIALITY, SAFEGUARDING OF INFORMATION AND CLIENT PRIVACY STANDARDS

- A. "Confidential Information" as used in this section includes:
 - All material provided to CPU by the County or Commerce that is designated as "confidential" by Commerce;
 - All material produced by CPU that is designated as "confidential" by Commerce; and
 - All personal information in the possession of CPU that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use or receipt of government services, addresses, telephone numbers, age, social security number,

driver's license number and other identifying numbers including credit card numbers, "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), and finances including financial profiles.

- B. CPU shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. CPU shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the County or as may be required by law. CPU shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, CPU shall provide its policies and procedures on confidentiality. Commerce or the County may require changes to such policies and procedures as they apply to this Contract whenever the Commerce or the County reasonably determines that changes are necessary to prevent unauthorized disclosures. Upon request, CPU shall immediately return to Commerce or the County any Confidential Information that Commerce or the County reasonably determines has not been adequately protected by CPU against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. CPU shall notify the County within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

6. CORRECTIVE ACTION

CPU shall provide the services 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 sent. 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 appropriate action, which may include termination of the Contract.

7. 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.

8. DUPLICATION OF COSTS

CPU shall not request reimbursement for costs under this Contract, if CPU has also requested payment for the same costs from another funding source.

9. 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. Both parties recognize that time is of the essence in the performance of this Contract. It is agreed by the parties that the forgiveness of non-compliance with any provision of this agreement does not constitute a waiver of the provisions of this Contract.

10. FISCAL AUDIT

- A. 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.
- B. The requirement may be met by submission of semi-annual financial reports based upon the mid-point and end of CPU's fiscal year. These reports shall be submitted within forty-five days of the mid-point and end of CPU's fiscal year. The financial reports shall include:
 1. Non-Profit Contractors – A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.
 2. For Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows.
 3. Public Entities are exempt from the semi-annual financial reporting requirement.
- C. Copies of independent audit reports shall be submitted to the County. Copies of other financial records may be required.

- D. If CPU expends \$500,000 or more in federal funds during the fiscal year, an audit report is required.
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 CPU 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 CPU's fiscal year unless otherwise approved by the County in writing.
 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.
- E. If applicable, CPU 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.

11. INDEMNIFICATION

CPU hereby agrees to indemnify, defend, save and hold harmless the County, its officials, employees and agents from any and all liability, demands, claims, causes of action, suite or judgments, including costs and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, in connection with, or incident to, the performance of this Contract, except those cause by the negligence of the County.

12. INSURANCE

- A. 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.
- B. 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.

13. NONDISCRIMINATION AND PROTECTION OF INDIVIDUAL RIGHTS

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:

- A. 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.
- B. 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.
- C. Americans with Disabilities Act (ADA) OF 1990, Public Law 101-336, also referred to as the "ADA", 28 CFR Part 35. CPU must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- D. Limited English Proficiency: 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.
- E. 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 CPU 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 the Disputes section of this Contract.

14. PAYMENT PROVISIONS

- A. The County shall pay CPU for providing the services described in the Statement of Work. CPU shall submit a signed and numbered invoice by the 20th of each month including its name, address, contract number, month of service, and Statement of Work number, and a payment request form.
- B. Payment shall be on a cost reimbursement basis. CPU shall provide a summary of expenses incurred in support of all cost reimbursement statements of work, accompanied by general ledger detail.
- C. For direct costs, detail will include:
 - Salaries and benefits: Names or employee ID number, salary and benefits paid, and dates;
 - Other direct costs: Include vendor names, dates of service and amount.

15. PERIOD OF PERFORMANCE AND CONTRACT PERIOD

- A. Subject to other Contract provisions, the Period of Performance and Contract Period are as shown on page 1 of this Contract. Services must be provided and billable costs incurred within the Period of Performance. Billings shall be submitted in accordance with the schedule in the Billing and Payment section of this Contract. The Contractor shall have until the final day of the Contract period to submit reports and complete non-billable end of contract activities.
- B. The County reserves the right to offer a new contract upon satisfactory Contractor performance.

16. RECORDS MAINTENANCE

- A. 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 such records for a period of seven years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by Commerce or the County, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.
- B. 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.
- C. 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.

17. 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.

18. SURVIVABILITY

The terms and conditions contained in the 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.

19. 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.

**STATEMENT OF WORK
Clark Public Utilities
Weatherization Intake Appointments**

STATEMENT OF WORK	PAYMENT TYPE	REVENUE SOURCE	BARS CODE	BUDGET
Salaries and benefits - ComCare staff	Cost Reimbursement	WX (Fund 1936)		\$20,000
			Total	\$20,000

1. SERVICE DESCRIPTION AND PAYMENT

A. Services:

CPU shall perform the following services:

1. Schedule client intake appointments for the County's Weatherization Program.
2. Determine client income eligibility using 200% of federal poverty level as income guideline.
3. For qualifying clients, provide completed client files to the County.
4. CPU shall provide up to 32 appointments per week, Monday through Friday.

B. Payment:

CPU shall bill in accordance with the Payment Provisions section in the Special Terms and Conditions. The County will review and approve of supporting documentation and will reimburse CPU as follows:

- Salaries and Benefits – ComCare staff