

CLARK COUNTY STAFF REPORT

DEPARTMENT: Community Services

DATE: 09/08/15

REQUESTED ACTION: That the County Manager approve a Basic Interagency Agreement with Washington Vocational Services

Consent
 Hearing
 County Manager

BACKGROUND

The Department of Community Services (DCS) has recently entered into a contract with a new provider, Washington Vocational Services, to provide services to Clark County residents with developmental disabilities. All new contractors must sign a Basic Interagency Agreement with DCS to formally acknowledge their acceptance of Clark County’s standard terms and conditions.

There is no money attached to this agreement.

COUNCIL POLICY IMPLICATIONS

There are no council policy implications.

ADMINISTRATIVE POLICY IMPLICATIONS

There are no administrative policy implications.

COMMUNITY OUTREACH

N/A

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

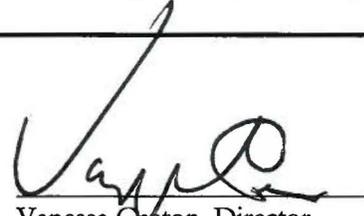
BUDGET DETAILS

Local Fund Dollar Amount	\$0
Grant Fund Dollar Amount	\$0
Account	N/A
Company Name	Washington Vocational Services

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>


Mary Strehlow, Program Manager


Vanessa Gaston, Director

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

APPROVED: 
Mark McCauley, Acting County Manager

DATE: 9/9/15

BUDGET IMPACT ATTACHMENT – NONE

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Total	\$0	\$0	\$0	\$0	\$0	\$0

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	\$0	\$0	\$0	\$0	\$0	\$0

**CLARK COUNTY
DEPARTMENT OF COMMUNITY SERVICES**

PARTIES TO THE COUNTY BASIC INTERAGENCY AGREEMENT

CLARK COUNTY
P.O. Box 5000
Vancouver, WA 98666-5000
(360) 397-2130

AND

WASHINGTON VOCATIONAL SERVICES
111 SE Everett Mall Way
Building C
Suite 100
Everett, WA 98208
425-471-4530

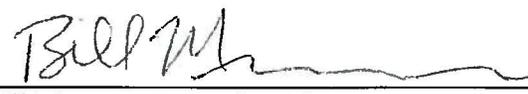
FOR
CLARK COUNTY:



Mark McCauley, Acting County Manager

9/9/15
Date

FOR
WASHINGTON VOCATIONAL SERVICES



Bill Munson, Executive Director

8/31/15
Date

APPROVED AS TO FORM ONLY:



Deputy Prosecuting Attorney

The County Basic Interagency Agreement is effective when signed by all parties and continues until terminated. This supercedes any previous Basic Interagency Agreement or General Terms and Conditions of contracts. The County Basic Interagency Agreement is required as a part of the County's contracting methodology. Subsequent contracts are predicated on this signed document. The County Basic Interagency Agreement, after execution, is applicable to all work undertaken hereafter.

**CLARK COUNTY
DEPARTMENT OF COMMUNITY SERVICES
BASIC INTERAGENCY AGREEMENT**

The County hereby appoints and the Contractor hereby accepts the Clark County Department of Community Services and its Director or designee as the County's representative for the purpose of administering the provisions of this Agreement. This County Basic Interagency Agreement identifies the Contractor and the basic terms and conditions that will apply when and if the Contractor and Clark County execute a contract. This Agreement shall apply to all subsequent contracts executed during the period of this Agreement.

I. APPLICABILITY OF LAW

- A. All Agreements and contracts are and shall be construed as being executed and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that all Agreements and contracts shall be governed by laws of the State of Washington, both as to interpretation and performance.
- B. Venue shall be Clark County.

II. ASSIGNMENT AND SUBCONTRACTING

- A. The Contractor 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.
- B. Any subcontract shall be in writing.
- C. In any event, the County reserves the right to inspect and approve any subcontract document for work described and funded by the contract, and the Contractor agrees to provide a copy of that subcontract to the County no later than 20 days prior to the execution of such subcontract.

III. CLOSE-OUT

Following completion of a contract or in the event that a contract is terminated in whole or in part for any reason, other than the normal completion of the contract, the following provisions shall apply:

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

IV. CORRECTIVE ACTION

The Contractor is required to meet all of the terms and conditions in this County Basic Interagency Agreement and subsequent contracts, and to perform as required in the contract(s). Should an Agreement violation or a performance deficiency be identified by the County, the Contractor will receive a written notice for corrective action unless the County determines termination is appropriate under Paragraph XXIII. The Contractor must submit a corrective action plan within thirty (30) days from the written notice by the County. In the case of a material breach, however, the County may require an immediate corrective action plan and its implementation, in lieu of termination.

The County will approve or disapprove the Contractor's corrective action plan, in writing, within fourteen (14) days of receipt of the plan. If approved, the Contractor will be required to implement the plan and ensure correction of the deficiency. If the Contractor does not correct the deficiency, submit a corrective action plan within thirty (30) days, or the County deems the plan unsatisfactory, the County will take the necessary action. Such action may include, but is not limited to, reduction in Contractor payment or termination in whole or in part of the contract. All corrective action correspondence shall be delivered by certified mail, return receipt requested.

V. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency 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 the 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.

VI. DEBARMENT AND SUSPENSION

The Contractor certifies that neither it nor its principals are presently debarred, suspended, declared ineligible, voluntarily excluded, or under investigation, from participation in Federal assistance programs under Executive Order 12549. For services provided under this Contract, the Contractor shall also certify 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. The Contractor shall maintain evidence of compliance in personnel file or with the subcontractor's documents and certify compliance with this provision upon Contract signature.

VII. FEDERAL FUNDING REQUIREMENTS

Any federal funds received under this agreement will have a Catalog of Federal Domestic Assistance (CFDA) Number identified in the contract. Contractors that receive federal funds shall comply with all grantor requirements including but not limited to those detailed or incorporated into the contract and detailed in the Catalog of Federal Domestic

Assistance. The Contractor 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 the contract that provides guidance to compliance with federal requirements regarding these funds.

VII. FISCAL AUDIT

The Contractor 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.

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. The financial reports shall include a balance sheet, income statement and cash flow statement and shall be submitted within forty-five days of the mid-point and end of the Contractor's fiscal year. Copies of independent audit reports shall be submitted to the County. Copies of other financial records may be required.

If the Contractor expends \$500,000 or more in federal funds during the fiscal year, the Contractor must also submit 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. 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.

VIII. GENERAL BUDGET PROVISIONS

The Contractor agrees to the following standards in satisfactorily performing the terms and conditions of all subsequent contracts:

- A. Payment for services shall be made on a cost-reimbursement basis unless otherwise specified in the contract.
- B. No payment shall be made for any service rendered by the Contractor except for services within the scope of each contract, and all funds received must be used for services as identified in the contract.
- C. 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 allowable by Federal, State and/or County rules and regulations, the County reserves the right to withhold or suspend payment to the Contractor until such time as the

disallowed costs are recovered and the corrective action process has been completed.

IX. GRIEVANCE AND COMPLAINT PROCEDURES

The Contractor shall have a grievance procedure and a complaint procedure. Both procedures shall be in writing and include time lines for filing a grievance or a complaint. A complaint procedure shall be developed in compliance with federal law regarding discrimination. Such procedures should include time lines for response or action and shall be available to any individual requesting a copy. The grievance process should include informal and formal resolution of the problem, including an arbitration process, if needed. The County shall be notified when a grievance requires formal arbitration. The County reserves the right to review and approve the Contractor's grievance and complaint procedures.

X. INDEMNIFICATION

The Contractor does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including 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.

In making such assurances, 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. Provided, however, this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agents.

XI. INSURANCE AND BONDING

The Contractor agrees to abide by the insurance and bonding requirements specified in the Special Terms and Conditions of the subsequent contracts. Any Certificates of Insurance and/or Bonding Certificates required in the Special Terms and Conditions or in the contract will be supplied to the County prior to award.

XII. INTERPRETATION OF AGREEMENT

This agreement contains the basic terms and conditions agreed upon by the parties. In the event of an inconsistency, the following provisions apply:

- A. The order of precedence is as follows:
 - 1. Federal laws and regulations
 - 2. State laws and regulations
 - 3. Statements of Work

4. Special Terms and Conditions
5. County Basic Interagency Agreement

B. Where a term of the County Basic Interagency Agreement conflicts with a term of a subsequent contract, the term of the subsequent contract controls. Provided, 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.

XIII. 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, and accreditation and licensing of individuals, and any other applicable standards or criteria as specified in the contract. The loss of any required accreditation license or other certificate shall be promptly reported to the Department of Community Services. 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 the service.

XIV. LIMITED ENGLISH PROFICIENCY

The Contractor 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.

XV. MODIFICATION

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.

XVI. MONITORING AND EVALUATION

The Contractor 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.

The Contractor agrees to cooperate and participate in the County's monitoring and evaluation process. Monitoring and evaluation may be conducted to ensure program and fiscal accountability and effective use of funds. The Contractor 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 the Contractor as deemed necessary. Copies of the monitoring and program evaluation instruments will be provided to the Contractor upon written request.

XVII. NON-ASSIGNABILITY OF CLAIMS

No claim arising under any contract shall be transferred or assigned by the Contractor.

XVIII. OWNERSHIP OF MATERIALS

Work products developed as a result of a Contract will be jointly owned by the Contractor and the County. Such work products may include but are not limited to reports, maps, charts, materials, software systems and other products created as a result of the work performed under a Contract.

XIX. PROTECTION OF INDIVIDUAL RIGHTS

- A. Clark County is an equal opportunity employer.
- B. The Contractor agrees that it shall comply with all applicable federal, state and county laws and regulations regarding non-discrimination in the provision of employment or services.
- C. The Contractor is responsible for policies and/or procedures to protect the rights of all individuals, employees and clients, including but not limited to the following requirements:
 - 1. Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to that Section.
 - 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.
 - 3. Americans with Disabilities Act of 1990 (ADA) and all requirements imposed by or pursuant to this law, including CFR 29 part 1630.

XX. REDUCTION IN FUNDING

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 or Contractor may summarily terminate the contract in whole or in part notwithstanding any other termination provisions of this agreement or that contract. Termination under this section shall be effective upon receipt of written notice by the non-terminating party. The terminating party agrees to notify the other party within fourteen days of written notification from the funding source of any proposed reduction in funding by State, Federal or other sources. The Contractor agrees that upon receipt of such notice it shall immediately develop a plan to take appropriate and reasonable action to reduce its spending of the affected funds so that expenditures do not exceed the funding level resulting from the proposed reduction.

XXI. 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 will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or otherwise 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.

XXII. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision of an agreement 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. Provided, that if deletion of the invalid provision substantially alters the intent, purpose or effect of the agreement 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 agreement, any Statement of Work or any subcontract over any provision of the law.

XXIII. STANDARDS FOR FISCAL ACCOUNTABILITY

Agencies providing services in the State of Washington agree to 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. The Contractor further agrees that the County shall have the right to monitor and audit the fiscal components of the organization to ensure that actual expenditures remain consistent with the terms of each contract.

XXIV. TERMINATION

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

- A. Termination by County for Cause. The County may terminate this Agreement and/or a contract for a substantial and material breach thereof by the Contractor upon ten (10) days written notice of termination. The County, prior to termination, shall endeavor to work with the Contractor 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.

- B. Termination by Contractor for Cause. The Contractor may terminate this Agreement and/or a contract for a substantial and material breach thereof by the County upon ten (10) days written notice of termination.
- C. Terminations on Other Grounds. This Agreement and/or a contract may also be terminated by mutual written agreement of the parties upon thirty (30) days written notice of termination.

XXV. WAIVER OF DEFAULT

If the County waives any breach of this Agreement by the Contractor on any occasion, such waiver shall not be deemed to be a waiver of any subsequent breach of this Agreement by the Contractor.