

**CLARK COUNTY  
STAFF REPORT**



**DEPARTMENT:** Community Services

**DATE:** 03/01/16

**REQUESTED ACTION:** That the Board of County Councilors approve a contract with the Clark County Volunteer Lawyers Program.

Consent     Hearing     County Manager

**BACKGROUND**

This 24-month contract provides funding to administer a legal assistance program in Clark County. The program aids individuals who are low-income or homeless. Volunteer lawyers provide advice in civil areas of law including family law, bankruptcy, housing law, and contracts. The Clark County Volunteer Lawyers Program (CCVLP) provides legal advice and assists individuals with completing legal forms, but does not provide representation in court. The CCVLP has been providing free legal services since 1990.

This contract pays for recruiting and coordination of volunteer attorneys, organization of civil law clinics, coordination of counseling sessions with a volunteer attorney, and administration of the Homeless Court program.

- This is a new project
- This is a continuation of an existing project

**COUNCIL POLICY IMPLICATIONS**

There are no known Council policy implications.

**ADMINISTRATIVE POLICY IMPLICATIONS**

There are no known administrative policy implications.

**COMMUNITY OUTREACH**

Clark County Volunteer Lawyers Program is a successful respondent to the Clark County 2016-17 Community Action Programs Request for Application (RFA). The RFA was developed with extensive community input received during the creation of the Clark County Community Needs Assessment.

**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	\$150,000 (General Funds to support low-income and homeless programs)
Grant Fund Dollar Amount	\$0
Account	Fund 1957 Human Services Fund
Company Name	Clark County Volunteer Lawyers Program (Contract #2016-CF-04)

HISTORY	
Year 2012	\$56,000
Year 2013	\$56,000
Year 2014	\$56,000
Year 2015	\$50,400
Year 2016	\$75,000
Year 2017	\$75,000

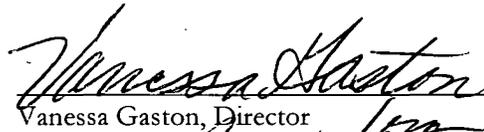
**DISTRIBUTION:**

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

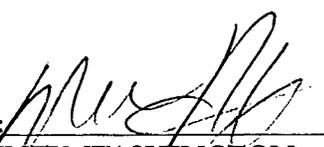
For questions please contact Kate Budd or Jay Carstens at 360-397-2130.



Jay Carstens, Management Analyst



Vanessa Gaston, Director

APPROVED:   
 CLARK COUNTY, WASHINGTON  
 BOARD OF COUNTY COUNCILORS

DATE: MAR. 1, 2016

SR# SR 046-16



APPROVED: \_\_\_\_\_  
 Mark McCauley, Acting County Manager

DATE: \_\_\_\_\_

**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
<b>Total</b>	\$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
<b>Total</b>	\$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						
<b>Total</b>	\$0	\$0	\$0	\$0	\$0	\$0

CS 16-12

**CONTRACT #2016-CF-04**

between

**CLARK COUNTY, Department of Community Services**  
PO Box 5000, Vancouver, WA 98666

and

**CLARK COUNTY VOLUNTEER LAWYERS PROGRAM**  
1409 Franklin St, Ste #101, Vancouver, WA 98660

<b>Programs/Services Being Funded:</b>	<b>Access to Justice for Those Most Vulnerable</b>
Contract Period:	January 1, 2016 through December 31, 2017
Budget Authority:	\$150,000
Funding Sources:	Human Services Fund – Fund 1957
DUNS Number:	831925529

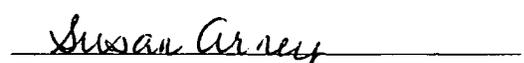
<b>Contractor Program/Fiscal Contact</b>	<b>County Program Contact</b>	<b>County Fiscal Contact</b>
Susan Arney 360-823-0423 <a href="mailto:susana@ccvlp.org">susana@ccvlp.org</a>	Kate Budd 360-397-2075 x 7832 <a href="mailto:kate.budd@clark.wa.gov">kate.budd@clark.wa.gov</a>	Rhonda Hills 360-397-2075 x 7836 <a href="mailto:rhonda.hills@clark.wa.gov">rhonda.hills@clark.wa.gov</a>

Clark County, hereinafter referred to as the "County", and Clark County Volunteer Lawyers program, hereinafter referred to as the "Contractor" agree to the terms and conditions of the County's Basic Interagency Agreement and this Contract by signing below:

FOR CLARK COUNTY:

FOR CLARK COUNTY VOLUNTEER LAWYERS PROGRAM:

  
~~Mark McCauley, Acting County Manager~~  
Marc Boldt, Chair

  
Susan Arney, Executive Director

MARCH 1, 2016  
Date

2/8/16  
Date

APPROVED AS TO FORM ONLY:

  
Deputy Prosecuting Attorney

**BUDGET SUMMARY**  
**CONTRACT #2016-CF-04**  
**CLARK COUNTY VOLUNTEER LAWYERS PROGRAM**

<b>CATEGORY</b>	<b>ASSISTANCE TYPE</b>	<b>PAYMENT TYPE</b>	<b>REVENUE SOURCE</b>	<b>01/01/16-12/31/16</b>	<b>01/01/17-12/31/17</b>
Personnel and Operating Costs	Community Action	Cost Reimbursement	Human Services Fund - 1957	\$66,750	\$66,750
Administration				\$8,250	\$8,250
<b>ANNUAL TOTAL</b>				<b>\$75,000</b>	<b>\$75,000</b>
<b>STATEMENT OF WORK TOTAL</b>				<b>\$150,000</b>	

**STATEMENT OF WORK #1  
 CONTRACT #2016-CF-04  
 CLARK COUNTY VOLUNTEER LAWYERS PROGRAM**

<b>CATEGORY</b>	<b>ASSISTANCE TYPE</b>	<b>PAYMENT TYPE</b>	<b>REVENUE SOURCE</b>	<b>01/01/16-12/31/16</b>	<b>01/01/17-12/31/17</b>
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Administration				\$8,250	\$8,250
<b>ANNUAL TOTAL</b>				<b>\$75,000</b>	<b>\$75,000</b>
<b>STATEMENT OF WORK TOTAL</b>				<b>\$150,000</b>	

**1. PROGRAM DESCRIPTION**

The Clark County Volunteer Lawyers Program (CCVLP) provides legal assistance to individuals who are low-income or homeless in civil areas of law including: family matters, bankruptcy, housing issues, contracts & warranties and domestic violence. Clients receive services consisting of advice on their legal matter during a face-to-face session with a volunteer attorney.

**2. PROGRAM STRATEGIES**

The Access to Justice for Those Most Vulnerable Program corresponds to the following Community Action National Performance Indicators:

- 2.1. Goal 1: Low-income people become more self-sufficient
- 2.2. Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive systems

**3. PROGRAM REQUIREMENTS**

- 3.1. CCVLP will provide the following services to individuals with incomes less than 200% of the current Federal Poverty Limit:
  - 3.1.1. Recruiting and coordination of volunteer attorneys
  - 3.1.2. Organization of civil legal clinics at partner agencies including YWCA Domestic Violence Shelter, Day Center, Children’s Protective Services, etc.

- 3.1.3. Coordination of one-on-one counseling sessions with a volunteer attorney
- 3.1.4. Administration of the Homeless Court (HC) program including matching volunteer attorneys with HC clients, coordination of agencies where community service hours will be performed and attending to the Homeless Court Docket
- 3.2. The contractor shall utilize the following best practice models based on the definitions in the Clark County 2016-2017 Community Action Program Request for Application:
  - 3.2.1. Strengths-Based Practice
  - 3.2.2. Inclusion
  - 3.2.3. Motivational Interviewing

#### 4. ANNUAL GOALS, OUTPUTS, AND OUTCOMES

Services that are reimbursable through Medicaid/Medicare shall not be billed through this Contract.

Program Goals	Unduplicated Outputs
Civil Legal Clinics Provided	225
Individuals Receive Legal Assistance	550
Individuals Resolve Legal Issues	100
Individuals Receive Homeless Court Order From the Court	20
Divorces Granted	30
Parenting Plans Established	40
Eviction Clients Who Avoid the Homeless System	50
Bankruptcies Obtained	15
Driver's Licenses Restored	15

Program Goals	Unduplicated Outcomes
Individuals Confidence in Legal System Improves	450
Individuals Obtain Stable Housing	50
Individuals Obtain a Living Wage Job	10
Income Increases Due to Obtaining Spousal Support or Garnishments are Dismissed	10
Reduction of Legal Barriers	450
Children's Social and Emotional Behavior Improves	100

#### 5. PROGRAM REPORTING

- 5.1. Contractor will enter client data into the Clark County Homeless Management Information System (HMIS) when new clients are assisted, and provide ongoing updates to the system information so it is kept current regarding each client. Exceptions to HMIS entry are made for those covered under the Violence Against

Women Act (VAWA) and those refusing to sign the HMIS Release of Information. If a household does not opt into HMIS, a paper file must be kept and anonymous information provided to the Council for the Homeless, as requested. The County may withhold payments if the data reporting requirements are not met; payment will be reinstated upon improved data quality.

- 5.2. The contractor will provide their program policies and procedures, and the applicable grievance form, by February 12, 2016.
- 5.3. Client satisfaction surveys must be developed and offered to program households on an annual basis, at a minimum. Satisfaction survey response summaries will be requested through the quarterly reports. The following information must be reported:
  - 5.4.1. Number of households served during the survey period
  - 5.4.2. Number of survey responses received
  - 5.4.3. Summary of answers to each of the questions
  - 5.4.4. Additional related details
- 5.4. Contractor will register this program with 211info and have contact information on display in an area visible by clients. Program specific information will be updated with 211info when program information changes and at least annually thereafter.
- 5.5. Contractor will provide quarterly Community Funds Reports that include a copy of HMIS Reports and a Year-end Narrative Report.

Reports shall be submitted by the following dates:

2016 Quarter 1	April 11, 2016
2016 Quarter 2	July 11, 2016
2016 Quarter 3	October 10, 2016
2016 Quarter 4	January 31, 2017
2016 Year-end Narrative	January 31, 2017

2017 Quarter 1	April 10, 2017
2017 Quarter 2	July 10, 2017
2017 Quarter 3	October 10, 2017
2017 Quarter 4	January 31, 2018
2017 Year-end Narrative	January 31, 2018

## 6. REIMBURSEMENT TO CONTRACTOR

The Contractor shall bill in accordance with the Payment Procedures Section in the Special Terms and Conditions in amounts not to exceed those shown on the Budget Summary. Unspent funds in the 2016 budget may be spent in 2017. The County will review and approve supporting documentation as described in the Payment Procedures Section. The

County will reimburse the Contractor for:

- 6.1. Personnel Costs: Salaries and benefits for staff time related to the program and program supervision. If applicable, finance salaries must be submitted as administrative costs, and will not be paid with program dollars.
- 6.2. Operating Costs: Telephone, training costs, mileage, supplies, insurance, and other operating costs.
  - 6.2.1. Volunteer recruitment expenses can be reimbursed as Program operating costs; however, volunteer recognition expenses (if applicable) must be reimbursed using administrative funds.
  - 6.2.2. If requesting payment for employee reimbursement costs for anything other than out-of-town travel meals, Contractor shall include copies of mileage logs and receipts supporting the costs shown. For travel out of the area, food costs will be reimbursed at the Clark County per diem rates. Meeting agendas must be attached to the reimbursement requests.
  - 6.2.3. The Contractor must submit supporting documentation and staff requests for reimbursements, if applicable, for all supportive services.
- 6.3. Administrative Costs: The Contractor shall comply with all federal, state, and local regulations. The basis for administrative changes shall be 2 C.F.R. Part 200 requirements.

**SPECIAL TERMS AND CONDITIONS**  
**Community Funds**

1. APPLICABLE REGULATIONS

The Contractor shall provide services in compliance with the Contract, County policies and procedures, related applicable state laws and regulations, and any subsequent legislation or amendments thereto including:

- 1.1. RCW 43.185(C) Homeless Housing and Assistance
- 1.2. RCW 36.22.178 Affordable Housing for All Surcharge
- 1.3. RCW 36.22.179 Surcharge for Local Homeless Housing & Assistance
- 1.4. RCW 36.22.1791 Additional Surcharge for Homeless Housing & Assistance

2. AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor shall comply with applicable State of Washington and Federal laws, including 28 C.F.R. Part 35, which provide comprehensive protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

3. BACKGROUND CHECKS

The Contractor shall conduct a background check for all staff members, subcontractors, and volunteers who have unsupervised access to children, adolescents or vulnerable adults, in compliance with Revised Code of Washington (RCW) 43.43, which requires criminal background checks when employing staff members, including volunteers and subcontractors, who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.

4. CLIENT PRIVACY AND CONFIDENTIALITY

4.1. Confidentiality

4.1.1. The Contractor shall have internal policies and procedures related to the privacy and the security of health information in compliance with state and federal guidelines. By signing this Contract, the Contractor certifies compliance with the applicable state and federal laws, and state privacy regulations.

4.1.2. The Contractor shall provide to the County certification by the Executive Director certifying that the Contractor has on file a statement of confidentiality for each of the Contractor's staff or subcontractor. That statement must be signed by the staff member, or subcontractor, acknowledging that the provider understands and agrees to follow all regulations on confidentiality. The Certification is due within 60 days of

signing this Contract.

#### 4.2. Personal Information

- 4.2.1. 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 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. The Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.
- 4.2.2. 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, driver's license numbers and finances including financial profiles, credit card numbers or other identifying numbers.
- 4.2.3. The County reserves the right to monitor, audit or investigate the use of personal information collected, used or acquired by the Contractor. Failure to properly maintain clients' private information could result in termination of this contract. The Contractor agrees to indemnify and hold harmless the County, the State and its officers, employees and authorized agents for any damages related to the Contractor's unauthorized use of personal information.

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

- 5.1. 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, proposal, and voluntarily excluded," as used in this clause, have the meanings set out in Title 2 C.F.R. Part 180.
- 5.2. By signing this Contract, the Contractor certifies that neither it nor its principals, (as defined by Title 2 C.F.R. Part 180) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall provide immediate written notice to the Clark County Department of Community Services if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5.3. Before entering into a "covered transaction" with another party at the next lower tier, the Contractor agrees by signing this Contract that it will 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:

- 5.3.1. Checking the federal Excluded Parties List System at [sam.gov](http://sam.gov); or
  - 5.3.2. Collecting a certification from the person or party; or
  - 5.3.3. 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.
- 5.4. 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.
- 5.5. The certification in this clause is 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.
- 5.6. 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.
- 5.7. 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.

## 6. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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 for 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.

## 7. CHILD SUPPORT SERVICES

Per section 678(b) of the CSBG Act (Pub. L. 97-35, title VI), the Contractor is required to

inform custodial parents in single-parent families that participate in programs, activities, or services carried out or provided under this Contract about the availability of child support services and refer eligible parents to the child support offices of State and local government.

## 8. CONSUMER RIGHTS

The Contractor shall comply with State of Washington and Federal non-discrimination policies, to the extent that they are applicable to this Contract, as well those delineated in the County Basic Interagency Agreement. This includes Discrimination – Human Rights Commission (RCW 49.60); 42 C.F.R. 438.214, Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 C.F.R. part 80; the Age Discrimination Act of 1975 as implemented by regulations at 45 C.F.R. part 91; the Rehabilitation Act of 1973; and 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.

## 9. WASHINGTON STATE QUALITY AWARD

Per RCW section 43.185C.210 (5)(a) – Each eligible organization receiving over five hundred thousand dollars during the previous calendar year from the transitional housing operating and rent program and from sources including: (a) State housing-related funding sources; (b) the affordable housing for all surcharge in RCW 36.22.178; (c) the home security fund surcharges in RCW 36.22.179 and 36.22.1791; and (d) any other surcharge imposed under chapter 36.22 or 43.185C RCW to fund homelessness programs or other housing programs, shall apply to the Washington State quality award program for an independent assessment of its quality management, accountability, and performance system, once every three years.

## 10. 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:

- 10.1. The Clark County Homeless Action Plan, as now established or hereafter amended
- 10.2. The Basic Interagency Agreement with Clark County
- 10.3. The Community Funds Reports
- 10.4. Any applications, proposals, or other documents submitted by the Contractor in an effort to secure this Contract

## 11. DUPLICATION OF COSTS

The Contractor certifies that work performed under this Contract does not duplicate any

work to be charged against any other Contract, Statement of Work, or other source.

12. ENTIRE AGREEMENT

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. The parties agree that the forgiveness of non-compliance with any provision of this Contract does not constitute a waiver of the provisions of this Contract.

13. EMPLOYMENT VERIFICATION PROGRAM

13.1. 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 the Contract.

13.2. If the Contractor has sub-contracts in an amount equal to or greater than \$25,000 working in support of this Contract, the Contractor is responsible for ensuring that the sub-contractor provide a DHS MOU or proof of pending application (followed by an MOU) within 30 days after the contract start date.

13.3. Pre-employment 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 the perform work under the Contract.

13.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: <http://www.uscis.gov/e-verify>.

14. FAIR HOUSING AND NON-DISCRIMINATION

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

In the event of the Contractor'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. The Contractor shall, however, be given a reasonable time in

which to cure this noncompliance.

15. FISCAL AUDIT

- 15.1. The Contractor shall comply with Generally Accepted Accounting Principles (GAAP) and/or Governmental Generally Accepted Accounting Principles (GGAAP) and meet the financial management systems requirements of the contract.
- 15.2. The above requirement may be demonstrated either by submission of an annual independent auditor's report, review report, or by the submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year.
- 15.3. If an annual audit or review by an accountant is not performed, financial statements shall be submitted within ninety (90) days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:
  - 15.3.1. Non-Profit Contractors – A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.
  - 15.3.2. For-Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows.
  - 15.3.3. Public Entities are exempt from the semi-annual financial reporting requirement.
- 15.4. If the Contractor is a non-profit organization or public entity, and expends federal funds or has federally-funded loan balances at the end of the Contractor's fiscal year, the Contractor shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 C.F.R §200.508. The Contractor shall submit the SEFA to Clark County within ninety (90) days of the end of the Contractor's fiscal year.
- 15.5. If the Contractor expends \$750,000 or more in federal funds during the fiscal year, a single audit is required. The Contractor shall provide the County with a Corrective Action Plan for any audit findings as well as a copy of any Management Letter, SAS 114, or Governance Letter within thirty (30) days of issuance by the auditor. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.
  - 15.5.1. Non-Profit Contractors and Public Entities – The audit report must meet the requirements of 2 C.F.R Part 200 with assurances of financial record-keeping that identifies all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. 2 C.F.R Part 200 requires the Contractor to provide the auditor with a Schedule of Expenditures of Federal Awards (SEFA) for the fiscal year(s) being

audited. 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.

- 15.5.2. 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 (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.

## 16. INSURANCE

- 16.1. At the execution of this Contract, the Contractor must provide an original ACORD Form with the Commercial General Liability (CGL) or Business Owners Policy (BOP), showing the broker of record, insurance limits, renewal dates, deductible that is less than or equal to \$5,000, and \$1,000,000 of annually renewing occurrence based coverage. A "Claims-Made Policy" is not acceptable. 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 limits, 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 endorsements excluding nor limiting product/completed operations, contractual liability or cross liability. In all cases, the Contractor's policy is primary and they waive their right of subrogation.
- 16.2. The Contractor agrees to endorse the County as an "Additional Insured" on the CGL or BOP policy with the following, or similar, endorsement providing equal or broader additional insured coverage: the CG2026 07 04 Additional Insured – Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured – Owners, Contractor, or the CG2010 07 04 Contractor, or Contractor endorsement, including the "Additional Insured" endorsement of CG2037 10 01 Additional Insured – Owners, Contractor – Completed Operations, which shall be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured Endorsement shall read "Clark County Washington".
- 16.3. At the execution of this Contract, and assuming vehicles are used in the Contractor's business, an ACORD Form shall be provided with \$1,000,000 in annually renewing occurrence based coverage for all vehicles owned, used, or leased by Contractor. If vehicles are not used, on letterhead, a letter to the County must state the same. This coverage may be added to the above CGL or BOP ACORD Form(s).

16.4. The Contractor 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. Coverage shall include medical malpractice if medical services are provided. Such insurance shall provide a minimum of \$1,000,000 per occurrence, with a \$3,000,000 aggregate, with a maximum deductible of \$5,000. It should be an occurrence based policy. However, if the policy is a claims-made policy, then tail coverage must be provided for three (3) years after the end of the Contract.

16.5. All insurers used must have an AM Best 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. In addition, the 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 the County. The Contractor shall maintain insurance throughout the Contract term and if a policy is cancelled or terminated, it is the Contractor's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and to notify the County of any change in its insurance. The address for all certificates will be written as follows: Clark County, Department of Community Services, Attention: Contracts Unit, P.O. Box 5000, Vancouver, WA 98666-5000.

## 17. 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. The Contractor shall ensure that all employees review DDA Policy 5.05 and that all customers receive accommodations in compliance with LEP policies.

## 18. MONITORING

In addition to the requirements in the County Basic Interagency Agreement, the Contractor agrees to allow the County and its auditors or their designees to have immediate access to all records and the financial statements related to this Contract and/or service performed under this Contract so that the County can comply with OMB circulars and state and federal grant requirements for monitoring. This may include contracts and agreements the Contractor has with other entities in fulfillment of this Contract.

## 19. PAYMENT PROCEDURES

The County shall pay the Contractor for providing the services described in the Statement(s) of Work, in accordance with the following provisions:

19.1. Contractor shall submit a signed and numbered invoice by the 15<sup>th</sup> of each month

following the month services were provided that includes the Contractor's name, address, contract number, month of service, Statement of Work number, and a payment request form.

- 19.2. To receive payment for all cost reimbursement statements of work, the Contractor shall submit a summary of expenses incurred, accompanied by general ledger detail if available, otherwise copies of original receipts must be provided.
  - 19.2.1. If applicable to the Statement of Work, for direct costs the detail will include:
    - 19.2.1.1. Salaries and benefits: Names of employees, salary and benefits paid, and dates;
    - 19.2.1.2. Other direct costs: Include vendor names, dates of service and amount.
  - 19.2.2. If the Contractor allocates costs, a copy of an allocation method or plan shall be submitted to the Department of Community Services Finance Staff prior to the first invoice being reimbursed. Approval will be made in writing and copied to both the Contractor and the contract file. The Contractor will submit one of the following documents to meet this requirement:
    - 19.2.2.1. Cost Allocation Plan that defines how direct, shared and administrative costs are allocated; or
    - 19.2.2.2. A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.
- 19.3. Payment to the Contractor shall be processed within 15 days after receipt of a complete and correct invoice, and a complete and accurate general ledger detail itemization.
- 19.4. Administration costs may not exceed the amount shown on the budget table for each Statement of Work. Program funds may not be used to pay for administrative costs.
- 19.5. The Contractor agrees to allow the County to make adjustments to the individual budget lines of this Contract when necessary and in the interests of both parties. In the event that the County needs to adjust the stated budget amounts specified in the Statements of Work of this Contract, the Contractor grants the County the right to unilaterally modify said budget lines by issuing a contract amendment that, provided the total contract amount remains unchanged, will not require the signature of the Contractor.
- 19.6. The Contractor shall have an additional 30 days following the expiration of the

contract to submit reports and to complete non-billable end-of-contract activities.

20. PERFORMANCE STANDARDS

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

21. CONTRACT PERIOD

Subject to its other provisions, the contract period is shown on the face sheet of this Contract. Services must be provided and billable costs incurred within the contract period.

22. PROGRAM POLICIES AND PROCEDURES

The Contractor will create and keep current the policies and procedures associated with the program(s) funded by this Contract.

23. PUBLIC INFORMATION

In all news releases and other public notices or printed materials related to activities funded under this Contract, the Contractor shall identify the source of funds as Clark County Community Funds.

24. RECORDS RETENTION

Required records will be retained for at least a period of six (6) years from the date of the submission of the final performance report in which the activity is covered, except as follows:

- 24.1. Records that are the subject of audit findings will be retained for the minimum period or until such audit findings have been resolved, whichever is later.
- 24.2. The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer at the direction of HUD.
- 24.3. Any record with a longer retention schedule for purposes of public records disclosure required by The Revised Code of Washington (RCW).

25. TERMINATION

- 25.1. The award or continuation of this Contract is dependent upon the availability of future funding. The County's payment obligations are payable only and solely from funds both Appropriated and otherwise legally available for this Contract. The absence of Appropriated or other lawfully-available funds shall render the Contract null and void to the extent funds are not Appropriated or available.

The County shall provide the Contractor with written notice of the failure of the County to make or receive an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or of the reduction of any Appropriation to an amount insufficient to permit the County to pay its remaining obligations under the Contract.

- 25.2. The County shall have the right to terminate this Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. The County shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purpose, for all goods delivered, services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

26. CLAIMS OR DAMAGES

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

27. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor'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. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.