

CLARK COUNTY STAFF REPORT

DEPARTMENT: Community Services

DATE: 12/22/15

REQUESTED ACTION: That the County Manager approve a contract with Share, Inc.

Consent
 Hearing
 County Manager

BACKGROUND

This 18-month Consolidated Homeless Grant-funded contract with Share, Inc. supports the Housing and Essential Needs (HEN) Program. The Share HEN program provides prevention and rapid re-housing assistance to households who are homeless or at-risk of homelessness. Households are supported with crisis management, rental assistance, and essential need items such as cleaning supplies, hygiene kits, and bus passes. This contract also provides funding for HEN operations and administrative costs.

- 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

Public meetings and forums

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 in 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.

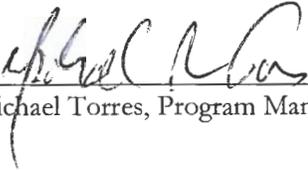
BUDGET DETAILS

Local Fund Dollar Amount	\$147,423
Grant Fund Dollar Amount	\$1,958,634
Account	Fund 1937
Company Name	Share, Inc. (Contract 2016-CHG-11)

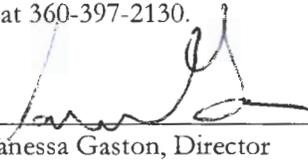
DISTRIBUTION:

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

For questions, please contact Michael Torres or Jay Carstens at 360-397-2130.



Michael Torres, Program Manager



Vanessa Gaston, Director

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

APPROVED: 

Mark McCauley, Acting County Manager

DATE: 12/28/15

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

CONTRACT #2016-CHG-11

between

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

and

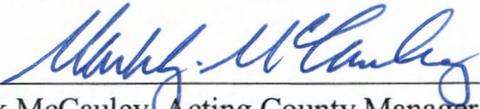
SHARE, INC.
2306 NE Andresen Road
Vancouver WA 98661

Programs/Services Being Funded: **Housing and Essential Needs (HEN) Program**
Contract Period: January 1, 2016 through June 30, 2017
Budget Authority: \$2,106,057
Funding Sources: Consolidated Homeless Grant (CHG) – Fund 1937
Document Recording Fee Surcharge – Fund 1937
DUNS Number: 167125579

Contractor Contact	Contractor Fiscal Contact	County Program Contact	County Fiscal Contact
Amy Reynolds 360-952-8220 programdir@sharevancouver.org	Sherry Lowry 360-952-8217 accounting@sharevancouver.org	Kate Budd 360-397-2075 x 7832 kate.budd@clark.wa.gov	Rhonda Hills 360-397-2075 x 7836 rhonda.hills@clark.wa.gov

Clark County, hereinafter referred to as the “County,” and Share, Inc., hereinafter referred to as the “Contractor,” agree to the terms and conditions of this Contract by signing below:

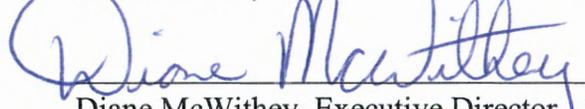
FOR CLARK COUNTY:



Mark McCauley, Acting County Manager

12/28/15
Date

FOR SHARE, INC.:



Diane McWithey, Executive Director

12-10-15
Date

APPROVED AS TO FORM:



Deputy Prosecuting Attorney

**BUDGET SUMMARY
CONTRACT #2016-CHG-11
SHARE, INC.**

CATEGORY	ASSISTANCE TYPE	PAYMENT TYPE	REVENUE SOURCE	BARS CODE	JANUARY 1 - JUNE 30, 2016	JULY 1, 2016 - JUNE 30, 2017
HEN Rent and Housing Costs	Prevention/ Rapid Re-housing/ Essential Needs	Cost Reimbursement	CHG-HEN (Fund 1937)	565420	\$559,504	\$1,146,402
HEN Operations and Essential Needs			CHG-HEN (Fund 1937)		\$82,890	\$169,838
Administration			Document Recording Fee Surcharge HB 2163/ HEN Admin (Fund 1937)		\$48,352	\$99,071
ANNUAL TOTALS					\$690,746	\$1,415,311
CONTRACT TOTAL					\$2,106,057	

**STATEMENT OF WORK
CONTRACT #2016-CHG-11
SHARE, INC.**

Housing and Essential Needs (HEN) Program

CATEGORY	ASSISTANCE TYPE	PAYMENT TYPE	REVENUE SOURCE	BARS CODE	JANUARY 1 - JUNE 30, 2016	JULY 1, 2016 - JUNE 30, 2017
HEN Rent and Housing Costs	Prevention/ Rapid Re-housing/ Essential Needs	Cost Reimbursement	CHG-HEN (Fund 1937)	565420	\$559,504	\$1,146,402
HEN Operations and Essential Needs			CHG-HEN (Fund 1937)		\$82,890	\$169,838
Administration			Document Recording Fee Surcharge HB 2163/ HEN Admin (Fund 1937)		\$48,352	\$99,071
ANNUAL TOTALS					\$690,746	\$1,415,311
CONTRACT TOTAL					\$2,106,057	

1. PROGRAM DESCRIPTION

The SHARE Housing and Essential Needs (HEN) Program provides prevention and rapid re-housing assistance to households who are homeless or at-risk of homelessness, and are found eligible for the program by the Washington State Department of Social and Health Services (DSHS). Households are supported with crisis management and rental assistance for the length of time each individual is eligible. Essential need items, such as cleaning supplies, hygiene kits, and bus passes, are available on a first come, first serve basis to all HEN eligible households.

2. PROGRAM STRATEGIES

The HEN Program corresponds to the following plans:

Clark County Homeless Action Plan:

Element I: Maintaining and Improving the Response to Homelessness

H. Indicators and Outcomes:

- Decrease in the number of people who experience homelessness and the number of people who are homeless multiple times.

Community Action National Performance Indicators:

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive systems.

3. PROGRAM RENT ASSISTANCE MODEL

A client's rent share must be based on a percentage of rent or income.

4. PROGRAM ELIGIBILITY

The household must be eligible for the HEN Program, as verified by the DSHS Benefits Verification System (BVS), a DSHS representative in writing, or through oral verification.

5. PROGRAM RECERTIFICATION

- 5.1. Recertification must be conducted every three (3) months, at a minimum.
- 5.2. At recertification, the household must continue to have a DSHS HEN referral and have income at or below 30% Area Median Income (AMI).
- 5.3. At recertification, any applicable changes must be updated in HMIS.

6. PROGRAM REQUIREMENTS

- 6.1. The WA State Department of Commerce and Clark County CHG Guidelines must be followed for this program.
- 6.2. Case managers and other staff working directly with clients should employ the Progressive Engagement Model. In a Progressive Engagement approach, services start with the least intensive services and progress to additional services only if necessary. The need for additional support is determined by an assessment of a household's experience, self-reporting, and the impact of the initial intervention. To the extent possible, client choice should drive the housing options and services offered. Participation in services is voluntary.
- 6.3. The client's Housing Stability Plan should address maintaining housing when the HEN subsidy ends.
- 6.4. 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 and WA State DSHS when program information changes and at least annually thereafter.
- 6.5. All households receiving rent assistance must receive a hard copy document at program entrance, listing the Housing Search NW web link. Household receipt of document must be recorded in the program file.
- 6.6. Contractor will enter client data into the Clark County HMIS system 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 to the Contractor if the data reporting requirements are not met; payment will be reinstated upon improved data quality.

6.7. Fair Housing: The County is required by HUD to ensure the Contractor does not discriminate in housing on the basis of:

- Race
- Color
- Religion
- Sex
- National Origin
- Familial Status
- Disability (sensory, mental or physical)

Washington State’s Law Against Discrimination (RCW 49.60) prohibits any and all discrimination in housing on the basis of:

- Marital Status
- Creed
- Use of a trained dog guide or service animal by a person with a disability
- Sexual orientation (including gender identity)
- Veteran/military status

7. PROGRAM REPORTING AND OUTCOME GOALS

7.1. All financial assistance types must be entered into HMIS on a monthly basis, at a minimum.

Program Goals	Unduplicated Annual Outcomes
Households Increase Housing Stability	250
Households Receive Essential Needs Items	150

7.2. Clients Exiting Program: All clients exiting to permanent destinations as recorded in the client-level HMIS data (elements 4.10.3, 4.10.10-11 and 4.10.19-23) submitted to Commerce, should have one of the following responses in HMIS:

Data Element	HMIS Response
4.10.3	Permanent supportive housing for formerly homeless person (such as SHP, S+C, or SRO Mod Rehab)
4.10.10	Rental by client, no ongoing housing subsidy
4.10.11	Owned by client, no ongoing housing subsidy
4.10.19	Rental by client, VASH Subsidy
4.10.20	Rental by client, other (non-VASH) ongoing housing subsidy
4.10.21	Owned by client, with ongoing housing subsidy
4.10.22	Staying or living with family, permanent tenure
4.10.23	Staying or living with friends, permanent tenure

- 7.3. The County may withhold payment to the Contractor if the HMIS reporting requirements are not met; payment may be reinstated upon receipt of the required reports.

8. REIMBURSEMENT TO CONTRACTOR

The Contractor shall bill in accordance with the Payment Procedures Section of the Special Terms and Conditions and in accordance with the Clark County CHG Guidelines in amounts not to exceed those shown on the Budget Summary. The County will review and approve supporting documentation as described in the Payment Procedures Section. The County will reimburse the Contractor for the following:

8.1. HEN Rent and Housing Costs:

- 8.1.1. Utilities, application fees, and background/credit checks
- 8.1.2. Rental Assistance: Arrears may be paid for up to 3-months past due, only if this assistance allows a household to fully reduce a housing barrier
- 8.1.3. Late fees and deposits
- 8.1.4. Other allowable CHG assistance with pre-approval from County Program Contact

8.2. HEN Operations & Essential Needs:

- 8.2.1. Salaries and benefits for case management and supervision
- 8.2.2. Office rent, telephone, supplies, utilities, insurance
- 8.2.3. Related staff training costs and travel reimbursements, not to exceed the federal travel reimbursement rate or County per diem, insurance and other operating costs
- 8.2.4. Essential need items, including, but not limited to cleaning items, personal hygiene items, gas vouchers and bus passes
- 8.2.5. Other allowable CHG assistance with pre-approval from County Program Contact

8.3. Administrative Costs:

The Contractor shall comply with all federal, state, and local regulations. The basis for administrative changes shall be the new OMB 2 CFR part 200 requirements.

9. SUBCONTRACTING

Contractor shall not subcontract for services associated with this Contract without the written permission of the County.

SPECIAL TERMS AND CONDITIONS
CONSOLIDATED HOMELESS GRANT

1. PROGRAM OVERVIEW

The Consolidated Homeless Grant (CHG), under the administration of the Washington State Department of Commerce (Commerce), combines state homeless resources into a single grant that supports an integrated system of housing assistance to prevent homelessness and quickly re-house households who are unsheltered. This grant provides resources to address the needs of people who are homeless or at-risk of homelessness, as described in Local Homeless Plans.

2. AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor shall comply with State of Washington and Federal laws, including, but not limited to, 28 CFR, 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. CONFIDENTIALITY AND PRIVACY

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.

5.0 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier Grantee 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.
- b) Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.

- 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; 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. CONSUMER RIGHTS

- 7.1. The Contractor shall comply with state 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 CFR 438.214, Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR part 80; the Age Discrimination Act of 1975 as implemented by regulations at 45 CFR part 91; the Rehabilitation Act of 1973; 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.
- 7.2. Contractor shall ensure that funds provided under this Contract shall not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

8. 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:

- 8.1. The WA Department of Commerce Consolidated Homeless Grant (CHG) Grant #14-46108-06
- 8.2. The WA Department of Commerce Consolidated Homeless Grant Guidelines
- 8.3. The Clark County CHG Guidelines
- 8.4. The County’s CHG Application, as applicable
- 8.5. The Basic Interagency Agreement with Clark County
- 8.6. The Clark County Homeless Action Plan, as now established or hereafter amended
- 8.7. Any applications, proposals, or other documents submitted by the Contractor in an effort to secure this Contract
- 8.8. 2016-17 Housing and Homeless Services Request for Application

9. 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.

10. EMPLOYMENT VERIFICATION PROGRAM

- 10.1. 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.

- 10.2. 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.
- 10.3. 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.
- 10.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: <http://www.uscis.gov/e-verify>.

11. 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 constitute a waiver of the provisions of this Contract.

12. 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.

13. FISCAL AUDIT

- 13.1. 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.
- 13.2. 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.

- 13.3. 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:
 - 13.3.1. Non-Profit Contractors – A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.
 - 13.3.2. For-Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows.
 - 13.3.3. Public Entities are exempt from the semi-annual financial reporting requirement.
- 13.4. 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.
- 13.5. 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.
 - 13.5.1. 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.
 - 13.5.2. 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.

- 13.6. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

14. INFORMATION SYSTEMS

The Contractor shall have on file policies and procedures that address all aspects of its Information Technology and Information Systems operations, including privacy, security, and an IS Disaster Recovery Plan.

15. INSURANCE

- 15.1. 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.
- 15.2. 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".
- 15.3. 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).
- 15.4. 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.

- 15.5. 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.
- 15.6. If this contract is funded by a Washington State Department of Commerce grant that requires fidelity insurance, Contractor shall provide the County with proof of fidelity coverage. Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds, or issuing financial documents, checks, or other instruments of payment shall be insured to provide protection against loss. The amount of fidelity coverage secured shall be \$100,000 or the highest planned reimbursement for the grant period, whichever is lowest. Fidelity Insurance secured pursuant to this paragraph shall name Clark County as a beneficiary.

16. 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.

17. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the order listed below:

- Applicable Federal and State of Washington statutes and regulations
- The WA Department of Commerce grant face sheet
- The WA Department of Commerce CHG Special Terms and Conditions
- The WA Department of Commerce CHG General Terms and Conditions
- The WA Department of Commerce CHG Guidelines
- The Statement of Work for this Contract
- The Special Terms and Conditions for this Contract
- The Basic Interagency Agreement with Clark County
- The Clark County CHG Guidelines
- The Contractor's application and budget

18. MONITORING

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 all 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. 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.

20. 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:

- 20.1. Contractor shall submit a signed and numbered invoice by the 15th 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.
- 20.2. 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.

- 20.2.1. If applicable to the Statement of Work, for direct costs the detail will include:
 - 20.2.1.1. Salaries and benefits: Names of employees, salary and benefits paid, and dates;
 - 20.2.1.2. Other direct costs: Include vendor names, dates of service and amount.
- 20.2.2. 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:
 - 20.2.2.1. Cost Allocation Plan that defines how direct, shared and administrative costs are allocated; or
 - 20.2.2.2. A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.
- 20.3. 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.
- 20.4. Administration costs may not exceed 7 percent of the total award, and program funds cannot be used to pay for administrative costs.
- 20.5. 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.
- 20.6. 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.
- 20.7. If the Contractor receives over \$500,000 in combined state and housing-related funding sources annually, it must apply for a WA State Quality Award (WSQA) assessment once every three years.

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. RECORDS RETENTION

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein.

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:

- 22.1. 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.
- 22.2. 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.
- 22.3. Any record with a longer retention schedule for purposes of public records disclosure required by The Revised Code of Washington (RCW).

23. TERMINATION

- 23.1. 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.

- 23.2. The County shall have the right to terminate this Contract, in whole or in part, without cause any time upon ten (10) 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.

24. 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.