

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Community Services

**DATE:** 11/16/15

**REQUESTED ACTION:** That the County Manager approve a contract with the Clark County Free Clinic of Southwest Washington in the not-to-exceed amount of \$22,825.

Consent     Hearing     County Manager

### BACKGROUND

This contract will provide dental services to low-income veterans. The Free Clinic of Southwest Washington will conduct two clinics per month for low-income veterans in need of urgent dental care or who are in need of full or partial dentures. Specialty care and/or cosmetic dental procedures are excluded from this contract. This program will serve veterans without dental insurance or provide procedures which are non-reimbursable under Medicaid.

- 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

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	\$22,825 (Veterans Assistance Fund)
Grant Fund Dollar Amount	\$0
Account	Fund 1019
Company Name	Free Clinic of Southwest Washington

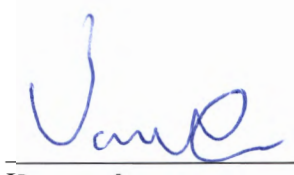
**DISTRIBUTION:**

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

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For questions, please contact Samantha Whitley or Lynn Mueller at 360-397-2130.

 11/05/15  
Lynn Mueller, Senior Management Analyst

  
Vanessa Gaston, Director

**APPROVED:** \_\_\_\_\_  
**CLARK COUNTY, WASHINGTON**  
**BOARD OF COUNTY COUNCILORS**

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

SR# \_\_\_\_\_

**APPROVED:**   
Mark McCauley, Acting County Manager

DATE: 12/7/15

**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
<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

**CONTRACT #2016-VAF-02**

between

**CLARK COUNTY, Department of Community Services**  
P.O. Box 5000, Vancouver, Washington 98666

and


**FREE CLINIC OF SOUTHWEST WASHINGTON**  
4100 Plomondon Street  
Vancouver, WA 98661  
DUNS #809404416

**Program/Services Being Funded:** Veterans Dental Services  
**Period of Performance:** January 1, 2016 – December 31, 2016  
**Contract Period:** January 1, 2016 – January 31, 2017  
**Budget Authority:** \$22,825  
**Funding Source:** Veterans Assistance Fund (Fund 1019)

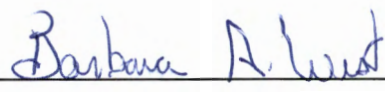
Contractor Program Contact	Contractor Fiscal Contact	County Program Contact	County Fiscal Contact
Barbara A. West Executive Director (360) 313-1398 <a href="mailto:barbe@freeclinics.org">barbe@freeclinics.org</a>	Amber Stamps Bookkeeper (360) 313-1394 <a href="mailto:amber@freeclinics.org">amber@freeclinics.org</a>	Samantha Whitley (360) 397-2075 x 7842 <a href="mailto:samantha.whitley@clark.wa.gov">samantha.whitley@clark.wa.gov</a>	Ryan Treglown (360) 397-2075 x 7815 <a href="mailto:ryan.treglown@clark.wa.gov">ryan.treglown@clark.wa.gov</a>

Clark County (the "County") and the Free Clinic of Southwest Washington ("the Contractor") agree to the terms and conditions of the County's Basic Interagency Agreement and this Contract by signing below:

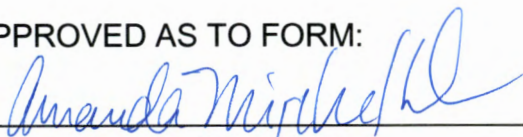
**FOR CLARK COUNTY:**

  
\_\_\_\_\_  
Mark McCauley, Acting County Manager  
12/7/15  
Date

**FOR FREE CLINIC OF SOUTHWEST WASHINGTON:**

  
\_\_\_\_\_  
Barbara A. West, Executive Director  
11/23/15  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

**BUDGET SUMMARY**  
**CONTRACT #2016-VAF-02**  
**FREE CLINIC OF SOUTHWEST WASHINGTON**

BUDGET CATEGORY	PAYMENT TYPE	REVENUE SOURCE	BUDGET
Personnel Costs Operating Costs	Cost Reimbursement	Veterans Assistance Fund  (Fund 1019)	\$18,775
Administration			\$4,050
<b>CONTRACT TOTAL</b>			<b>\$22,825</b>

**STATEMENT OF WORK #1  
CONTRACT #2016-VAF-02  
FREE CLINIC OF SOUTHWEST WASHINGTON**

**Veterans Dental Services**

BUDGET CATEGORY	PAYMENT TYPE	REVENUE SOURCE	BUDGET
Personnel Costs	Cost Reimbursement	Veterans Assistance Fund  (Fund 1019)	\$18,775
Operating Costs			\$4,050
Administration			
<b>STATEMENT OF WORK TOTAL</b>			<b>\$22,825</b>

**1. PROGRAM DESCRIPTION**

The Free Clinic of Southwest Washington (“Contractor”) will make available up to two seven-hour clinics per month for low-income veterans. Veterans would receive urgent dental care only, as recommended by the Contractor. Some patients may require partials or full dentures to complete their urgent dental work. The Contractor will subcontract with New Day Community Dental Clinic for partials and full dentures to complete the urgent dental care for Veterans. Specialty care and/or cosmetic dental procedures are excluded from this contract.

This program must serve those without dental insurance or provide procedures which are non-reimbursable through Medicaid.

- Clients with Medicaid may only receive procedures that are non-reimbursable under Medicaid; or
- Clients without Medicaid must have income below 200% of the Federal Poverty Level and proof of ineligibility for Medicaid; and
- Clients cannot have any other form dental insurance.

Referred patients from Clark County would be subject to the Contractor protocols and processes. The County anticipates the Contractor will provide care for 6-8 patients per clinic (12-16 patients/month). The County Service Officer will refer veterans to the Contractor for eligibility approval and appointment scheduling. Veterans eligible for dental assistance must be current Clark County residents, have at least one-year residency in Washington State, have an honorable discharge, medical discharge, or general under honorable conditions discharge and earn between 138% and 200% of the Federal Poverty Level. Veterans earning less than 138% of the Federal Poverty Level shall be assisted with enrolling in Washington State expanded Medicaid services in order to receive dental care.

## 2. STAFFING FOR VETERANS' CLINICS

### 2.1. Number and type of volunteers:

- 2 dentists volunteering 5-6 hours per month
- 2 dental assistants volunteering 6-7 hours per month
- 1 clerk scheduling patients/creating dental records 8 hours per month

If the Contractor is unsuccessful in recruiting volunteer dentists, a contract dentist will be hired to provide the services in this Contract.

### 2.2. Clinic Staff Support

The program will be administered by the Dental Program Manager. Other staff support will coordinate and schedule patient visits, assist the volunteer dentist(s) with dental clinics, and recruit and retain dental assistants, clerks and dentists.

## 3. REPORTING AND INFORMATION SYSTEM REQUIREMENTS

The Contractor shall provide a monthly report showing the number of patients seen, the procedures provided to each veteran and the value of treatment. The report shall be due by the 20<sup>th</sup> of each month, along with the invoice.

## 4. REIMBURSEMENT TO CONTRACTOR

The County will pay the Contractor on a cost reimbursement basis. The Contractor shall submit an invoice on a County-provided form, including a quarterly summary of program progress and accomplishments, and other required documentation. The invoice shall include the following:

4.1 A summary of expenses incurred in support of all cost reimbursement statements of work, by statement of work number, and accompanied by general ledger detail. However, the Statement of Work contains details of the specific billable items for this Contract and some of the requirements below may not apply.

#### 4.1.1. For direct costs, detail will include:

- Salaries and benefits: name or employee ID number, salary/benefits paid, and dates;
- Other direct costs: vendor names, dates of service and amount.

4.1.2. For allocated costs, the Contractor shall provide a copy of an allocation method or plan to the County for review and approval by the Department of Community Services Finance Staff prior to the first invoice being reimbursed. Approval will be 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:

- Cost Allocation Plan that defines how direct, shared, and administrative costs are allocated; or
- A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.

4.1.3. For administrative costs, the Contractor shall comply with federal, state, and local regulations. The basis for administrative costs shall be those described at 2 C.F.R. §200. No administration costs are covered under this Contract.

4.2 For services that are also funded by a third party, the Contractor shall provide a detailed cost itemization by cost center and funding source. Detail shall identify which service or work was funded by the County and by other parties.



**SPECIAL TERMS AND CONDITIONS**  
**Veterans Assistance Fund**

1. **APPLICABLE REGULATIONS**

The Contractor shall provide services in compliance with this Contract; Chapter 2.29 of the Clark County Code; Revised Code of Washington (RCW) Chapter 73.08, Veterans' Relief; Policies and Procedures Manual for Administration of the Veterans Relief Fund of Clark County, and any subsequent legislation and or amendments herein incorporated by reference, and applicable state laws and regulations.

2. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990; WASHINGTON LAW AND COUNTY POLICY AGAINST DISCRIMINATION**

Prior to performing any work under this Contract, the Contractor shall show compliance with the ADA (Public Law 101-336, 28 CFR Part 35), Washington Law Against Discrimination (RCW 49.60), and the Clark County Policy and Procedures for Provision of Services to Qualified Persons with Disabilities, which provide comprehensive civil rights 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 through the Washington State Patrol for all staff members, subcontractors, and volunteers, and must notify the individual prior to conducting the inquiry. The Contractor must obtain written County approval before permitting any staff member, subcontractor, or volunteer with convictions for an offense that would disqualify the individual from having unsupervised access to vulnerable adults, as defined in RCW Chapter 74.34.020 Definitions, to have unsupervised access to veterans. The results of the background check shall be kept confidential.

4. **CLIENT PRIVACY STANDARDS**

A. 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.

B. 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.

- C. 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 the contract or subcontract. The Contractor agrees to indemnify and hold harmless the County, its officers, employees and authorized agents for any damages related to the Contractor's unauthorized use of personal information.

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

- A. This certification is required by the regulations set forth in Title 2 Code of Federal Regulations 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 CFR Part 180.
- B. By signing this Contract, the Contractor certifies that neither it nor its principals, (as defined by Title 2 Code of Federal Regulations 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.
- C. 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:
  - (a) Checking the federal Excluded Parties List System at [sam.gov](http://sam.gov); or
  - (b) Collecting a certification from the person or party; or
  - (c) Adding a clause or condition to the covered transaction with that person or party that fully meets the requirements set out in Title 2 Code of Federal Regulations Part 180
- D. 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.
- E. 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.

- F. 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.
- G. 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. CONSUMER RIGHTS

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. DOCUMENTS INCORPORATED BY REFERENCE

Each of the documents or laws listed below is incorporated by this reference into this Contract as though fully set forth herein, including any amendments, modifications or supplements thereto:

- A. RCW 73.08, Veterans' Relief, including RCW 41.04.007 ("Veteran" defined for certain purposes)
- B. Clark County Code, Chapter 2.29
- C. The Policies and Procedures Manual for Administration of the Veterans Relief Fund of Clark County
- D. The Basic Interagency Agreement with Clark County

## 8. 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. The Contractor shall not bill the client for services provided under this Contract.

9. 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.

10. EMPLOYMENT VERIFICATION PROGRAM

- A. 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.
- B. 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.
- C. 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.
- D. E-Verify program and enrollment information is available at the Department of Homeland Security web page: <http://www.uscis.gov/e-verify>.

11. FISCAL AUDIT

- A. 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.
- B. 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.
- C. 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:

1. Non-Profit Contractors – A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.
  2. For-Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows.
  3. Public Entities are exempt from the semi-annual financial reporting requirement.
- D. 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.
- E. 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.
1. Non-Profit Contractors and Public Entities – The audit report must meet the requirements of 2 C.F.R §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 §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.
  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.

## 12. INSURANCE

- A. 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. If the Contractor has a "Claims-Made Policy", and that policy is cancelled or not renewed, an Extended Reporting Period of three (3) years after the end of this Contract shall be provided, at the Contractor's expense. 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 except for gross negligence by the County.

- B. The Contractor agrees to endorse Clark 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".
- C. 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).
- D. All insurers used must have an AM Best's Rating of A-VII or better. The Contractor shall provide its own insurance protection at its own expense for any property (contents or personal property) maintained on the premises. 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 Clark 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 Washington, PO BOX 5000,

Vancouver, WA 98666-5000.

13. LIMITED ENGLISH PROFICIENCY

The Contractor shall comply 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.

14. MONITORING

- A. 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 the funding agency.
- B. The Contractor agrees to cooperate and participate in the County's monitoring and evaluation process. Monitoring and evaluation will 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. 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 request.
- C. The Contractor agrees to allow the County or their designees to have immediate access to all records, documents, files and the financial statements related to this Contract and/or services 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.

15. PAYMENT PROCEDURES AND REIMBURSEMENT TO CONTRACTOR

The Contractor shall bill in accordance with the procedures in this section, in amounts not to exceed those shown on the Budget Summary and the County approved line item budget. The County will review and approve of supporting documentation, and shall pay the Contractor for providing the services described in the Statement of Work, in accordance with the following provisions:

- A. Contractor shall submit a signed and numbered invoice by the 26<sup>th</sup> of each month, except for December's invoice, which is due by January 20<sup>th</sup>. The invoice shall include the Contractor's name, address, contract number, month of service, and Statement of Work number.
- B. Payment shall be on a cost reimbursement basis. The Contractor shall provide a summary of expenses incurred in support of all cost reimbursement statements of work, accompanied by general ledger detail.
  - i. For direct costs, detail will include:

- Salaries and benefits: Employee names, salary and benefits paid, and dates.
  - Other direct costs: Include vendor names, dates of service and amount.
- ii. For allocated costs, the Contractor shall provide a copy of the allocation method/plan for review and approval by the Department of Community Services Finance Manager prior to or with the initial billing.
- C. 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.
- D. No adjustments may be made to line items in the budget without prior written approval from the County Program Contact identified on page 1.
- E. Cash Advance: Veterans Assistance funds in the amount of \$45,000 have previously been advanced to the Contractor to provide cash flow for staff costs and benefits and payments to veterans. This cash advance shall be repaid within 30 days to the County upon the termination of this Contract.
- F. The County will reimburse the Contractor for:
- i. Services to Veterans: Direct services paid on behalf of veterans. Any amounts billed that the County determines should be disallowed will be subtracted from the Contractor's monthly invoice. Disallowed payments are those made to ineligible clients and/or payments not made in accordance with this Contract or the Policies and Procedures.
  - ii. Personnel: Salaries, taxes, and benefits for Contractor's County Service Officer(s) program staff, for the equivalent of 1.5 FTE.
  - iii. Program Operating Costs: For items needed to provide Contract services, including:
    - Rental of office space
    - Office furniture and computer equipment
    - Telephone
    - Supplies
    - Off-site computer backup
    - Professional services - accounting
    - Banking
    - Insurance (general liability, fidelity, etc., that meets the contract requirements for the contract period)
  - iv. Stand Down: Supplies and operating costs needed to serve veterans during the annual one-day stand down, only if DOL grant for stand down cannot be obtained.



- v. Administration: .85 FTE administrative staff.

Please note:

- If requesting payment for employee reimbursement costs for anything other than out of town travel meals, please include copies of mileage logs and receipts supporting the costs shown (general ledger detail does not include the vendor names, dates of purchase and individual amounts). When traveling out of the area, food costs shall be reimbursed at the Clark County per diem rates and meeting agendas must be attached to reimbursement requests.
- If applicable, accounting salaries must be submitted as administrative costs and will not be paid with program dollars.

- G. Administration: Includes direct costs of administration. The Contractor shall comply with federal, state, and local regulations. The basis for any administrative changes shall be § 2 of the Code of Federal Regulations (CFR). The Contractor shall bill administrative costs in reasonable proportion to the services provided in the contract.

16. PERFORMANCE STANDARDS

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

17. PERIOD OF PERFORMANCE AND CONTRACT PERIOD

- A. The performance period of this Contract is from **January 1, 2016 through December 31, 2016**. The Contract will, however, remain in effect through January 31, 2017 in order to allow for reconciliation of services and payment adjustments for services that were provided during the performance period.
- B. The County reserves the right to offer a new contract upon satisfactory Contractor performance. The Contractor agrees to provide to the County ninety (90) days written notice of intent to terminate or to not renew this Contract.

18. RECORDS RETENTION

- A. Contractor shall retain all financial, statistical, property, materials, supplies, participant records, and supporting documentation for a period of seven (7) years from the termination of the Contract. Upon termination of the contract, the County reserves the right to request that all records be returned to the County.
- B. If any litigation, audit or bankruptcy is begun, or if a claim is instituted involving the Contract or any agreement covered by the records, Contractor agrees to retain the related records until the litigation, audit, or claim has

been finally resolved.

- C. Contractor shall make available to the County for review any documents and records that relate to the performance of duties or other requirements of this agreement. Withholding of relevant documents may result in termination of this Contract.

19. TERMINATION FOR NON-APPROPRIATION

- A. The award or continuation of this Contract is dependent upon the availability of adequate 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.
- B. 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.

20. TERMINATION WITHOUT CAUSE

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.

21. DISPOSITION OF GRANT FUNDS UPON TERMINATION

Upon termination of this Contract any unexpended balance of Contract funds will remain with the County. If termination occurs for cause, the Contractor shall immediately and without notice of presentment return to the County all funds that were expended in violation of the terms of this Contract.

22. BUDGET LINE ADJUSTMENTS

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.

23. 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.