CLARK COUNTY
STAFF REPORT

DEPARTMENT: Community Services

DATE: 08/04/16

REQUESTED ACTION: That the County Manager approve a contract with Meals on Wheels People, Inc. for a Trauma-Informed Care facilitation project.

____ Consent ____ Hearing __X__ County Manager

BACKGROUND

This grant-funded contract will provide Meals on Wheels People, Inc. with Community Services Block Grant (CSBG) funds in the amount of $15,000. These funds will be used to facilitate a Trauma-Informed Care training program. Trauma-Informed Care is a method of approaching programming which recognizes that participants have been impacted by trauma. Being Trauma-Informed involves understanding, recognizing, and responding to the effects of all types of trauma.

Meals on Wheels People, Inc. will also work with regional agencies to provide technical assistance, share information, create workgroups, and work with grant partners to sustain trauma-informed care adoption.

The Washington State Community Services Block Grant (CSBG) is designed to help alleviate poverty, revitalize communities, and empower low-income families to become fully self-sufficient through a network of public and nonprofit agencies.

☒ 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

This grant progresses the Clark County local Homeless Action Plan which was created through extensive outreach to community stakeholders, elected officials, and the public.

BUDGET IMPLICATIONS

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

BUDGET DETAILS

Local Fund Dollar Amount	$0
Grant Fund Dollar Amount	$15,000 CSBG Innovation Grant
Account	Fund 1932 (CSBG)
Company Name	Meals on Wheels People, Inc. (Contract #2016-CF-34)

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.

8-3-16
Jay Carstens, Management Analyst

Vanessa Gaston, Director

APPROVED:_____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR#_____

APPROVED:_____
Mark McCauley, County Manager

DATE: 8/15/16

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

	Current Biennium		Next Biennium		Second Biennium	
Fund #/Title	**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

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

III. B – Expenditure by object category

	Current Biennium		Next Biennium		Second Biennium	
Fund #/Title	**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-CF-34
between

CLARK COUNTY
P.O. Box 5000, Vancouver, WA 98666

and

MEALS ON WHEELS PEOPLE, INC.
7710 SW 31st Ave, Portland, OR 97219

Program:	**CSBG Innovation Grant**
Contract Period:	July 1, 2016 through June 30, 2017
Total Contract Amount	$15,000
Funding Source:	Fund 1932 - State CSBG
Contractor DUNS Number:	082623919
CFDA Number:	None

Contractor Program Contact	Contractor Fiscal Contact	County Program Contact	County Fiscal Contact
Renata Wilson 503-953-8135 renata.wilson@ mealsonwheelspeople.org	Linda Reynolds 503-953-8129 linda.reynolds@ mealsonwheelspeople.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 Meals on Wheels People, Inc. 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:

Mark McCauley, County Manager

8/15/16
Date

FOR MEALS ON WHEELS PEOPLE, INC.:

Suzanne Washington, Executive Director

8/1/16
Date

APPROVAL AS TO FORM ONLY:

Amanda Nigchelal
Deputy Prosecuting Attorney

BUDGET SUMARY
CONTRACT #2016-CF-34
MEALS ON WHEELS PEOPLE, INC.

STATEMENT OF WORK #1 CSBG Innovation Grant			
CATEGORY	**PAYMENT TYPE**	**REVENUE SOURCE**	**JULY 1, 2016 - JUNE 30, 2017**
Training Costs	Cost Reimbursement	CSBG State Innovation Funds (Fund 1932)	$15,000
STATEMENT OF WORK TOTAL			**$15,000**

1. PROGRAM DESCRIPTION

The CSBG Innovation Grant creates a regional alliance of Community Action agencies committed to adopting a trauma informed care approach agency-wide and sustaining the principles beyond the grant period. The purpose is to ensure participants across the region are served through the same best practice model and are not re-traumatized by seeking assistance. This project also creates a more open, safe and reflective environment for agency administration, staff and volunteers within each agency.

Meals on Wheels People will be providing the trauma informed training and technical support aspect of this grant.

2. SERVICES PROVIDED/ANNUAL OUTCOMES

2.1. Facilitate at least three trauma informed 101 trainings for the CSBG Innovation Grant partner agencies.

2.2. Facilitate at least one train the trainer, training for the trauma informed champions.

2.3. Facilitate at least two administrator and six trauma informed champion regional workgroups.

2.4. Provide ongoing technical assistance to the core regional grant partners throughout the course of the contract.

2.5. Visit each core regional partner location, at least once during the period of the grant to provide on-site technical assistance.

2.6. Work with the grant partners to help them create a plan to sustain the trauma informed care adoption and ensure new staff is trained on the model.

3. 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. The County will review and approve of supporting documentation as described in the Payment Procedures. The County will reimburse the Contractor for:

3.1. Training Costs: Utilized for salary costs related to training preparation, actual trainings, meeting facilitation, travel time, project analyzation and technical assistance. All related training costs are also allowable.

3.1.1. 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).

3.1.2. 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.

SPECIAL TERMS AND CONDITIONS
State Community Services Block Grant (CSBG) Innovation Funds

1. 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.

2. 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.

3. CLIENT PRIVACY AND CONFIDENTIALITY

3.1. Confidentiality

3.1.1. 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.

3.1.2. 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.

3.2. Personal Information

3.2.1. 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.

3.2.2. 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.

3.2.3. 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.

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

4.1. 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.

4.2. 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.

4.3. 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:

4.3.1. Checking the federal Excluded Parties List System at sam.gov; or

4.3.2. Collecting a certification from the person or party; or

4.3.3. 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.

4.4. 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.

4.5. 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.

4.6. 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.

4.7. 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.

5. 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.

6. 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.

7. CONTRACT PERIOD

7.1. 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.

7.2. 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.

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 Basic Interagency Agreement with Clark County

8.2. Any applications, proposals, or other documents submitted by the Contractor in an effort to secure this Contract

8.3. Washington State Department of Commerce Community Services Block Grant (CSBG) S16-32101-206, as amended.

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 does not constitute a waiver of the provisions of this Contract.

12. FISCAL REQUIREMENTS

12.1. The Contractor is required to comply with Generally Accepted Accounting Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP) and that meets the financial management systems requirements of the Contract.

12.2. The requirement in section 12.1 may be met either by submission of an annual independent auditor's report or by the submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year, if an annual audit is not performed.

12.3. The Contractor shall adhere to 2 C.F.R. Part 200 for cost principles and federal award requirements.

12.4. If the Contractor (1) expends $750,000 or more in Federal awards during the Contractor's fiscal year or (2) the Contractor is a State Auditor's Office BARS user, regardless of expenditure level, the Contractor shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with Title 2 C.F.R §200.508.

12.5. Copies of independent audit reports shall be submitted to the County. Copies of other financial records may be required. The Contractor shall provide to the County a corrective action plan for any audit findings within thirty (30) days of having received the auditor's report. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.

12.6. If the Contractor expends $750,000 or more in federal funds during the fiscal year, an audit report is required. Where applicable, the Contractor shall include a corrective action plan for audit findings. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.

12.6.1. Non-Profit Contractors and Public Entities - The audit report must meet Title 2 C.F.R §200 requirements with assurances of financial record keeping that will enable identification of all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. Title 2 C.F.R §200 requires the Contractor to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. Title 2 C.F.R §200 audits for fiscal years that include this contract shall be completed and submitted to the County within nine months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.

12.6.2. 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.

12.7. If applicable, the Contractor shall include a Corrective Action Plan for audit findings. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received by the County.

12.8. If there is no audit requirement, the Contractor shall submit to the County semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year. These reports shall be submitted within forty-five days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:

12.8.1. Non-Profit Contractors - A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.

12.8.2. For-Profit Contractors - A Balance Sheet, Income Statement, and Statement of Cash Flows.

12.8.3. Public Entities are exempt from the semi-annual financial reporting requirement.

13. INDEMNIFICATION

The Contractor does release, indemnify and promise to defend and save harmless the Washington State Department of Commerce, The State of Washington, and the County, their elected officials, officers, employees and agents, from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the Washington State Department of Commerce, The State of Washington, and the County, their elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of Contractor's, or subcontractors', performance of service pursuant to this Contract. In making such assurances, the Contractor specifically agrees to indemnify and hold harmless the Washington State Department of Commerce, The State of Washington, and the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims that are brought against the Washington State Department of Commerce, The State of Washington, and the County.

14. INSURANCE

14.1. 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.

14.2. 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".

14.3. At the execution of this Contract, if 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).

14.4. 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.

14.5. If the Contractor receives $10,000 or more per year in funding from the Washington State Department of Commerce CSBG Grant, Contractor shall provide the County with proof of Fidelity Insurance. 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 contract period, whichever is lowest. Fidelity Insurance secured pursuant to this paragraph shall name Clark County as beneficiary.

15. 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.

16. 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.

17. 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:

17.1. 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. If approved by the County in writing, Contractor may submit invoices quarterly.

17.2. 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.

17.2.1. If applicable to the Statement of Work, for direct costs the detail will include:

17.2.1.1. Salaries and benefits: Names of employees, salary and benefits paid, and dates;

17.2.1.2. Other direct costs: Include vendor names, dates of service and amount.

17.2.2. 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:

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

17.2.2.2. A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.

17.3. Administration costs may not exceed the amount listed on the budget summary, and program funds cannot be used to pay for administrative costs.

17.4. 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, provided the total contract amount remains unchanged.

18. 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.

19. POLITICAL ACTIVITIES

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

20. 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.

21. 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:

21.1. 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.

21.2. 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.

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

22. SURVIVABILITY

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or

termination of this Contract shall so survive.

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.

23.1.1. The absence of initial appropriated or other lawfully-available funds shall render the Contract null and void to the extent funds are not appropriated or available.

23.1.2. If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing no fewer than ten (10) calendar days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

23.2. The County shall have the right to terminate this Contract, in whole or in part, with or without cause any time by providing no fewer than ten (10) calendar days 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.

23.3. Disposition of 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.

23.4. Any notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery, to the receiving party at the address listed on the signature page, or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.

24. 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.

25. WAIVER OF DEFAULT

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

CLARK COUNTY
DEPARTMENT OF COMMUNITY SERVICES
BASIC INTERAGENCY AGREEMENT

I. APPLICABILITY OF LAW

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

B. Venue shall be Clark County.

II. ASSIGNMENT AND SUBCONTRACTING

A. The Contractor shall not assign or subcontract for any work required in the contract without the prior written consent of the County, unless specified in the contract or the proposal accepted by the County.

B. Any subcontract shall be in writing.

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

III. CLOSE-OUT

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

A. Upon receipt of a Contractor invoice, the County shall process payment to the Contractor for allowable costs or earned payments that are due prior to the date of termination.

B. The Contractor shall submit within thirty (30) days after the date of expiration of a contract all financial, performance and other reports required by each contract, and in addition, will cooperate in a program audit by the County or its designee.

IV. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency will be employed or retained to solicit or secure a contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. The County shall have the right, in the event of breach of this clause by the Contractor, to annul any contract without liability or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or seek such other remedies as are legally available.

V. FEDERAL FUNDING REQUIREMENTS

Any federal funds received under this agreement will have a Catalog of Federal Domestic Assistance (CFDA) Number identified in the contract. Contractors that receive federal funds shall comply with all grantor requirements including but not limited to those detailed or incorporated into the contract and detailed in the Catalog of Federal Domestic Assistance. The Contractor certifies that it is aware of or will review the appropriate section of the CFDA and the relevant Code of Federal Regulations and other documents referenced in either the CFDA or in the contract that provides guidance to compliance with federal requirements regarding these funds.

VI. GENERAL BUDGET PROVISIONS

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

A. Payment for services shall be made on a cost-reimbursement basis unless otherwise specified in the contract.

B. No payment shall be made for any service rendered by the Contractor except for services within the scope of each contract, and all funds received must be used for services as identified in the contract.

C. In the event that Federal, State, County or Independent Auditors determine that the Contractor has requested and received payment from the County for expenses or services that are outside the scope of a contract and/or not allowable by Federal, State and/or County rules and regulations, the County reserves the right to withhold or suspend payment to the Contractor until such time as the disallowed costs are recovered and the corrective action process has been completed.

VII. GRIEVANCE AND COMPLAINT PROCEDURES

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

VIII. INDEMNIFICATION

The Contractor does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and

agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement.

In making such assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims that are brought against the County. Provided, however, this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agents.

IX. INSURANCE AND BONDING

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

X. INTERPRETATION OF AGREEMENT

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

A. The order of precedence is as follows:

1. Federal laws and regulations
2. State laws and regulations
3. Statements of Work
4. Special Terms and Conditions
5. County Basic Interagency Agreement

B. Where a term of the County Basic Interagency Agreement conflicts with a term of a subsequent contract, the term of the subsequent contract controls. Provided, if such interpretation would violate a federal or state statute or contract agreement, the term shall be interpreted in a manner to comply with federal and state statutes and contract agreements.

XI. LICENSING AND PROGRAM STANDARDS

The Contractor agrees to comply with all applicable Federal, State, County or Municipal standards for licensing, certification and operation of facilities and program, and accreditation and licensing of individuals, and any other applicable standards or criteria as specified in the contract. The loss of any required accreditation license or other certificate shall be promptly reported to the Department of Community Services. The loss of a required license, certification, and/or accreditation will be grounds for termination of a contract by the County if the presence of the license or certificate is a legal prerequisite to performing the service.

XII. 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.

XIII. MODIFICATION

Changes to a contract shall not be valid or binding upon either party unless such change is in writing by contract modification and executed by both parties.

XIV. MONITORING AND EVALUATION

The Contractor shall furnish reports, statements, records, data and other information to the County, State, Federal, or other funding agencies at such times and on such forms as are specified by each contract and are supplied by the County.

The Contractor agrees to cooperate and participate in the County's monitoring and evaluation process. Monitoring and evaluation may be conducted to ensure program and fiscal accountability and effective use of funds. The Contractor will be notified in advance of any monitoring and/or evaluation site visits; however, the County reserves the right to conduct on-site visits without prior notification to the Contractor as deemed necessary. Copies of the monitoring and program evaluation instruments will be provided to the Contractor upon written request.

XV. NON-ASSIGNABILITY OF CLAIMS

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

XVI. OWNERSHIP OF MATERIALS

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

XVII. PROTECTION OF INDIVIDUAL RIGHTS

A. Clark County is an equal opportunity employer.

B. The Contractor agrees that it shall comply with all applicable federal, state and county laws and regulations regarding non-discrimination in the provision of employment or services.

C. The Contractor is responsible for policies and/or procedures to protect the rights of all individuals, employees and clients, including but not limited to the following requirements:

1. Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to that Section.

2. Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare [after May 1980, the Department of Health and Human Services, (45 CFR Part 80)] issued pursuant to that title.

3. Americans with Disabilities Act of 1990 (ADA) and all requirements imposed by or pursuant to this law, including CFR 29 part 1630.

XVIII. REDUCTION IN FUNDING

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

XIX. RELATIONSHIP OF THE PARTIES

The Contractor, its agents, employees, officers or representatives are not employees, agents or representatives of the County for any purpose, and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or otherwise during the performance of any contract. The County shall not be responsible for the payment of federal taxes, Social Security taxes or Labor and Industries contributions for the Contractor. This agreement is executed for the benefit of the parties and the public generally. It is not intended nor may it be construed to create any third party beneficiaries.

XX. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision of an agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid. Provided, that if deletion of the invalid provision substantially alters the intent, purpose or effect of the agreement or constitutes a failure of consideration, a contract may be rescinded or terminated by either party. Provided, that nothing herein contained shall be construed as giving precedence to provisions of this agreement, any Statement of Work or any subcontract over any provision of the law.

XXI. STANDARDS FOR FISCAL ACCOUNTABILITY

Agencies providing services in the State of Washington agree to maintain books, records, documents and accounting procedures and practices that accurately reflect all direct and indirect costs and income related to the performance of each contract. Such fiscal books, records, documents, reports and other data shall be retained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," hereinafter referred to as "BARS," or equivalent accounting method to allow costs to be tracked to specific revenue sources. The Contractor further agrees that the County shall have the right to monitor and audit the fiscal components of the organization to ensure that actual expenditures remain consistent with the terms of each contract.

XXII. WAIVER OF DEFAULT

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