

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Community Services

**DATE:** 10/05/15

**REQUESTED ACTION:** That the County Manager approve a contract with Share, Inc. to fund emergency shelters and services for people who are homeless or at risk for becoming homeless.

Consent     Hearing     County Manager

**BACKGROUND**

This \$1,247,968 contract with Share, Inc. provides funding for (1) emergency shelters, (2) the administration of the Clark County Rent Well tenant education program, and (3) Lincoln Place.

Share, Inc. provides emergency shelter at three existing sites throughout the Vancouver area. Share Orchards Inn and Share Homestead are family shelters operated by Share and owned by the Vancouver Housing Authority. Share House provides shelter to single men, as well as facility space to the Share Hot Meals Program. \$1,028,968 pays for shelter operations including personnel, case management, supportive services, and administrative costs.

Rent Well is an education program which promotes being a responsible and stable tenant. This contract provides \$53,000 for program coordination.

Share's Lincoln Place is a community partnership designed to identify, engage, house and support the people in our community who have been homeless the longest and utilize the most resources. Modeled on a harm reduction/housing first model, Lincoln Place will provide permanent, stable housing as the first priority, while also providing the support services necessary to insure an individual's maximum opportunity for overcoming homelessness. This contract provides \$166,000 for program operations.

- This is a new project (Lincoln Place)
- This is a continuation of an existing project (emergency shelters and Rent Well)

**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 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.

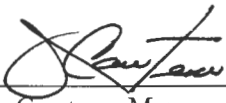
**BUDGET DETAILS**

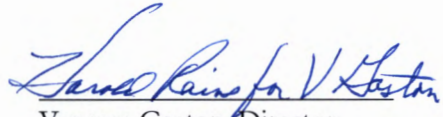
Local Fund Dollar Amount	\$1,247,968
Grant Fund Dollar Amount	\$0
Account	Fund 1937 (Local funds dedicated for a specific purpose)
Company Name	Share, Inc. (Contract 2016-CF-09)

**DISTRIBUTION:**

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

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

  
 Jay Carstens, Management Analyst

  
 Vanessa Gaston, Director

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

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

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

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

DATE: 10/13/15

**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**

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

**Program/Services Being Funded:**

- (1) Shelter System (3) Lincoln Place  
 (2) Rent Well Tenant Education

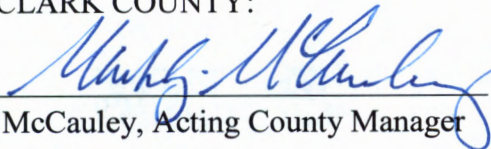
Period of Performance: January 1, 2016 – December 31, 2017  
 Contract Period: January 1, 2016 – January 31, 2018  
 Budget Authority: \$1,247,968  
 Funding Source: Document Recording Fee Surcharge – Fund 1937

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

Contract Purpose: The intent of this contract is to provide funding to support Share Emergency Shelters; Lincoln Place, a permanent supportive housing facility for people who are highly vulnerable; and, the administration of the Clark County Rent Well Tenant Education Program.

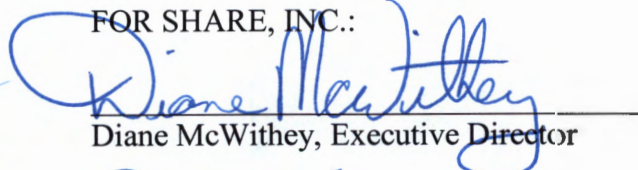
Clark County (the County) and Share, Inc., (the Contractor) agree to the terms and conditions of this Contract by signing below:

FOR CLARK COUNTY:

  
 Mark McCauley, Acting County Manager


10/13/15  
 Date

FOR SHARE, INC.:

  
 Diane McWithey, Executive Director

9-28-15  
 Date

APPROVAL AS TO FORM ONLY:

  
 Deputy Prosecuting Attorney

**BUDGET SUMMARY  
SHARE**

<b>STATEMENT OF WORK #1 Shelter System</b>					
<b>CATEGORY</b>	<b>PAYMENT TYPE</b>	<b>REVENUE SOURCE</b>	<b>BARS CODE</b>	<b>2016 FUNDING</b>	<b>2017 FUNDING</b>
Personnel Costs	Cost Reimbursement	Document Recording Fee Surcharge - HB 2060 (Fund 1937)  2016: \$20,046 2017: \$133,000	565420	\$356,471	\$457,890
Operating Costs		Document Recording Fee Surcharge - HB 1359 (Fund 1937)  2016: \$336,425 2017: \$324,890			
Supportive Services		Document Recording Fee Surcharge - HB 1359 (Fund 1937)		\$44,059	\$56,594
Administration					
<b>SUB TOTAL</b>				<b>\$400,530</b>	<b>\$514,484</b>
<b>ESG MATCH (January 1-June 15, 2016 Funding)</b>					
<u>Community Funds (ESG Match)</u>	Cost Reimbursement	Document Recording Fee Surcharge - HB 2060 (Fund 1937)	565420	\$26,501	\$0
Personnel Costs					
Case Mgmt Costs					
Shelter Operations: Personnel Costs				\$79,503	\$0
Operating Costs					
Administration				\$7,950	\$0
<b>SUB TOTAL</b>				<b>\$113,954</b>	<b>\$0</b>
<b>TOTALS</b>				<b>\$514,484</b>	<b>\$514,484</b>
<b>STATEMENT OF WORK TOTAL</b>				<b>\$1,028,968</b>	

<b>STATEMENT OF WORK #2</b>					
<b>Rent Well Tenant Education Program</b>					
<b>CATEGORY</b>	<b>PAYMENT TYPE</b>	<b>REVENUE SOURCE</b>	<b>BARS CODE</b>	<b>2016 FUNDING</b>	<b>2017 FUNDING</b>
Personnel Costs	Cost Reimbursement	Document Recording Fee Surcharge - HB 2163 (Fund 1937)  2015 carry-over: \$8,000 2016: \$15,000 2017: \$30,000	565420	\$13,350	\$26,700
Operating Costs				\$8,000	\$0
Landlord Guarantee				\$1,650	\$3,300
Administration					
<b>TOTALS</b>				<b>\$23,000</b>	<b>\$30,000</b>
<b>STATEMENT OF WORK TOTAL</b>				<b>\$53,000</b>	

<b>STATEMENT OF WORK #3</b>					
<b>Lincoln Place</b>					
<b>CATEGORY</b>	<b>PAYMENT TYPE</b>	<b>REVENUE SOURCE</b>	<b>BARS CODE</b>	<b>2016 FUNDING</b>	<b>2017 FUNDING</b>
Personnel Costs	Cost Reimbursement	Document Recording Fee Surcharge - HB 1359 (Fund 1937)  2016: \$55,516 2017: \$49,516	565420	\$73,870	\$73,870
Operating Costs					
Supportive Services				Document Recording Fee Surcharge - HB 2163 (Fund 1937)	
Administration		Document Recording Fee Surcharge - HB 2163 (Fund 1937)		\$9,130	\$9,130
<b>TOTALS</b>				<b>\$83,000</b>	<b>\$83,000</b>
<b>STATEMENT OF WORK TOTAL</b>				<b>\$166,000</b>	
<b>TOTAL CONTRACT AWARD</b>				<b>\$1,247,968</b>	

STATEMENT OF WORK #1 Shelter System					
CATEGORY	PAYMENT TYPE	REVENUE SOURCE	BARS CODE	2016 FUNDING	2017 FUNDING
Personnel Costs	Cost Reimbursement	Document Recording Fee Surcharge - HB 2060 (Fund 1937) 2016: \$20,046 2017: \$133,000	565420	\$356,471	\$457,890
Operating Costs		Document Recording Fee Surcharge - HB 1359 (Fund 1937) 2016: \$336,425 2017: \$324,890			
Supportive Services		Document Recording Fee Surcharge - HB 1359 (Fund 1937)		\$44,059	\$56,594
Administration					
<b>SUB TOTAL</b>				<b>\$400,530</b>	<b>\$514,484</b>
ESG MATCH (January 1-June 15, 2016 Funding)					
<u>Community Funds (ESG Match)</u>	Cost Reimbursement	Document Recording Fee Surcharge - HB 2060 (Fund 1937)	565420	\$26,501	\$0
Personnel Costs					
Case Mgmt. Costs					
Shelter Operations: Personnel Costs					
Operating Costs				\$79,503	\$0
Administration				\$7,950	\$0
<b>SUB TOTAL</b>				<b>\$113,954</b>	<b>\$0</b>
<b>TOTALS</b>				<b>\$514,484</b>	<b>\$514,484</b>
<b>STATEMENT OF WORK TOTAL</b>				<b>\$1,028,968</b>	

## I. PROGRAM DESCRIPTION

Share provides emergency shelter at three (3) sites throughout the Vancouver area; Share Orchards Inn and Share Homestead are family shelters operated by Share and owned by the Vancouver Housing Authority. Share House is the original location of Share and provides shelter to single men, as well as facility space to the Share Hot Meals Program.

At full capacity, 50 adults and 50 children are sheltered at the family facilities; 30 single men at Share House.

Share's Emergency Shelter Program corresponds to the following plans:

Clark County Homeless Action Plan:  
Element I: C: Emergency Shelter

1. Maintaining the current level of emergency shelter until such a time when the demand for such shelter is less than the supply.

Community Action National Performance Indicators:  
Goal 6.2: Emergency Assistance  
C. Emergency Temporary Shelter

The Share Shelter System will be used as Emergency Solutions Grant (ESG) Match funds. All funds utilized as ESG Match must follow the Clark County and Washington Department of Commerce ESG Guidelines. This includes following the eligibility determination rules for those who are literally or imminently at-risk of homelessness. Shelter Program policies and procedures must meet all applicable ESG Guidelines.

## II. SERVICES PROVIDED/ANNUAL GOALS

<b>Program Goals</b>	<b>Anticipated Annual Outputs</b>
Provide Shelter	400 Men in Share House 600 Individuals in the Family Shelters 400 Individuals at WHO
Reduce Length of Time Individuals Spend in Shelter	30 Days
	<b>Anticipated Annual Outcomes</b>
Households in Shelter Move to Permanent Housing	250 Individuals

Share operates three (3) year-round homeless shelters - Share House; Share Orchards Inn; Share Homestead; and the Winter Hospitality Overflow (WHO), which is open from November through March.



Share House serves men; Share Orchards Inn and Share Homestead serve families and single women. Share staff provides case management for the Winter Hospitality Overflow (WHO) at two local churches.

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

Homeless families identified in the shelter that are likely to be TANF-eligible, but are not currently on TANF, should be referred to their local Community Services Office (CSO) or instructed to complete an on-line application through the following website (<https://www.washingtonconnection.org/home/>), within two (2) business days of shelter enrollment.

### III. PROGRAM REPORTING

- A. Contractor will enter client data into the HMIS system when new clients are welcomed into the shelter, and provide ongoing updates to the system information so it is kept current regarding each client. Households served with ESG Match funds must be identifiable in the HMIS system. 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.
- B. The Contractor will enter “prior living situation” and “housing status” into HMIS for every client and complete an entry and exit report in HMIS for each client. The exit report will specify the client’s “permanent exit destination.” The County may withhold payments to Contractor if the data reporting requirements are not met; payment will be reinstated upon improved data quality.
- C. The contractor will develop a satisfaction survey to use with households exiting shelter. Survey results will be provided to the County, not less than annually.
- D. Contractor will have 211info contact information on display in an area visible by clients.
- E. Contractor will also provide quarterly Community Funds Reports that include a copy of HMIS Reports, along with a Year-end Narrative Report.

Reports shall be submitted by the following dates:

- 2016
  - 1<sup>st</sup> Quarter: April 11, 2016
  - 2<sup>nd</sup> Quarter: July 11, 2016
  - 3<sup>rd</sup> Quarter: October 10, 2016
  - 4<sup>th</sup> Quarter: January 31, 2017

- Year-end Narrative: January 31, 2017
- 2017
  - 1<sup>st</sup> Quarter: April 10, 2017
  - 2<sup>nd</sup> Quarter: July 10, 2017
  - 3<sup>rd</sup> Quarter: October 10, 2017
  - 4<sup>th</sup> Quarter: January 31, 2018
  - Year-end Narrative: January 31, 2018

#### IV. REIMBURSEMENT TO CONTRACTOR

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

##### Community Funds (Standard)

- A. Personnel Costs: Salaries, benefits, and training costs for shelter staff, case managers, supervisors, and the Director of Programs.

Please Note: If applicable, finance salaries must be submitted as administrative costs, and will not be paid with program dollars.

- B. Operating Costs: Rent, utilities, telephone, supplies, staff travel, insurance, and other operating costs.

Please Note:

- Volunteer recruitment expenses can be reimbursed as Program Operating Costs; however, volunteer recognition expenses (if applicable) must be reimbursed using Administrative Funds.
- 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; meeting agendas must be attached to the reimbursement requests.

- C. Supportive Services: Client identification, transportation, and other services as pre-approved by the County Program Contact.

## Community Funds (ESG Match)

### A. Personnel - Case Management:

- Working with the coordinated assessment system.
- Conducting initial evaluation, including verifying and documenting eligibility.
- Developing, securing, and coordinating services and obtaining Federal, State, and local benefits.
- Monitoring and evaluating program participant progress.
- Developing an individualized housing and service plan, including planning a path to permanent housing stability.

### B. Shelter Operations - Personnel and Operating Costs:

- Non-case management related employee compensation and other overhead costs directly related to carrying out emergency shelter operations.

### 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 [OMB Circular A-122 (*Cost Principles for Non-Profits*) and OMB Circular A-87 (*Cost Principles for Local Governments*)].

<b>STATEMENT OF WORK #2</b>					
<b>Rent Well Tenant Education Program</b>					
<b>CATEGORY</b>	<b>PAYMENT TYPE</b>	<b>REVENUE SOURCE</b>	<b>BARS CODE</b>	<b>2016 FUNDING</b>	<b>2017 FUNDING</b>
Personnel Costs	Cost Reimbursement	Document Recording Fee Surcharge - HB 2163 (Fund 1937)  2015 carry-over: \$8,000 2016: \$15,000 2017: \$30,000	565420	\$13,350	\$26,700
Operating Costs				\$8,000	\$0
Landlord Guarantee				\$1,650	\$3,300
Administration					
<b>TOTALS</b>				<b>\$23,000</b>	<b>\$30,000</b>
<b>STATEMENT OF WORK TOTAL</b>				<b>\$53,000</b>	

## **I. PROGRAM DESCRIPTION**

The Rent Well Tenant Education Program is owned by the City of Portland's Housing Bureau (the "City"). The City has copyrighted and trademarked the program, and contracts with community agencies and individual instructors to allow the curriculum to be used according to the City's terms. Community agencies and individual instructors must receive training and be fully certified, prior to using the materials and teaching classes.

The County has current, signed contracts with community agencies and individual instructors. The County desires to contract with Share to assume program management, oversight, and monitoring.

Share's Rent Well Program corresponds to the following plans:

Clark County Homeless Action Plan:

Element I: C: Emergency Shelter

2. Eliminating barriers such as lack of transportation or clean and sober requirements that might prevent people who are homeless from accessing emergency shelter.

Community Action National Performance Indicators:

Goal 2.1: Community Improvement and Revitalization

- I. Accessible or increased educational and training opportunities are available for low-income people in the community.

## **II. SERVICES PROVIDED/ANNUAL GOALS**

Share will:

- A. Maintain mandatory program records for the required length of time, including:
  - 1. An updated list of Rent Well classes being offered in the community.
  - 2. Names and birthdates (or the full information forms) of those receiving a Rent Well certificate in Clark County or through the Longview Housing Authority Partnership.
  - 3. Rent Well class evaluation forms.
  - 4. Provide and track Rent Well Certificate extensions.
  - 5. Rent Well Policies and Procedures.
  - 6. Updated lists of the currently contracted Community Agencies and instructors, including contract period.
- B. Maintain the confidentiality of Rent Well records, except as required by law and as needed to perform reporting obligations associated with this contract.
- C. Distribute sign-up information regarding upcoming Rent Well instructor trainings with community agencies and the Longview Housing Authority.
- D. Enact new Rent Well contracts with instructors and community agencies. Keep track of agencies and individuals who have contracts that need to be renewed, and end contracts as needed. Only contract templates provided by Clark County may be used. Ensure the responsibilities related to contract oversight in the City of Portland Rent Well Lead Agency contract are followed.
- E. Plan and facilitate the Clark County Resident Landlord Tenant Act (RLTA) Rent Well new instructor trainings, within one month of a Certified Instructor Training coordinated through Home Forward. Provide participant graduation certificates, when earned.
- F. Monitor currently certified and contracted instructors and community agencies to ensure:
  - 1. Training fees are reasonable and only cover costs.
  - 2. Instructors are signed up for the Rent Well list serve.
  - 3. Delivery of high quality, professional classes, in-line with the Rent Well curriculum, the Rent Well Instructor contract, and the City of Portland contract.
    - a) Instructor delivery of the curriculum should be monitored at least once every three (3) years.
- G. Notify the County within 5-days when any issues are identified with a community agency or instructor delivering the class, and if classes are being offered by an uncertified instructor.

- H. Communicate policies and procedures related to the Rent Well Landlord Guarantee and keep instructors abreast of any changes.
- I. Plan and facilitate at least four (4) Rent Well Instructor-Peer Meetings for current instructors. Meetings should focus on new RLTA updates, increasing the knowledge of instructors related to tenant education, and peer learning.
- J. Use only marketing materials that are approved by the City of Portland for the Rent Well Program.
- K. Manage the Rent Well Landlord Guarantee:
  - Determine if landlords are renting to certificated Rent Well graduates and facilitate the application process.
  - Send a formal letter to landlords informing them when the guarantee is in place, the maximum reimbursement cost per tenant, and what it covers.
  - Send a formal letter informing landlords of the guarantee expiration after a year's time.
  - Provide up to \$1,000 reimbursement to landlords who have signed up for the guarantee. Reimbursements may be provided for costs accrued related to evictions, damage associated with the private rental space identified on the lease/rental agreement, and non-payment of rent.

**III. ELIGIBILITY CRITERIA**

- A. New Rent Well Community Agencies must provide formal programs in Clark County.
- B. New Rent Well Instructors must have a host contracted Community Agency.

**IV. CLIENT ASSESSMENT AND INCOME DETERMINATION**

Rent Well students must fill out a Rent Well intake form or similar agency intake form.

**V. PROGRAM REPORTING**

<b>Program Goals</b>	<b>Anticipated Annual Outputs</b>
Certified Clark County Instructors	15
Students Receive Rent Well Certificates	100
	<b>Anticipated Annual Outcomes</b>
Students report increased knowledge related to being a good renter.	85

- A. At least annually, Contractor will update program specific information with 211 info.
- B. Contractor will provide quarterly Community Funds Reports and a Year-end Narrative Report. The reports will include the results of the activities listed under Services Provided/Annual Goals.
  - 2016
    - 1<sup>st</sup> Quarter: April 11, 2016
    - 2<sup>nd</sup> Quarter: July 11, 2016
    - 3<sup>rd</sup> Quarter: October 10, 2016
    - 4<sup>th</sup> Quarter: January 31, 2017
    - Year-end Narrative: January 31, 2017
  - 2017
    - 1<sup>st</sup> Quarter: April 10, 2017
    - 2<sup>nd</sup> Quarter: July 10, 2017
    - 3<sup>rd</sup> Quarter: October 10, 2017
    - 4<sup>th</sup> Quarter: January 31, 2018
    - Year-end Narrative: January 31, 2018

## VI. REIMBURSEMENT TO CONTRACTOR

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

- A. Personnel Costs: Salaries and benefits for program coordination and supervision.

Please Note: If applicable, finance salaries must be submitted as administrative costs, and will not be paid with program dollars.

- B. Operating Costs: Telephone, training costs, mileage, supplies, insurance, and other operating costs.

Please Note:

- Volunteer recruitment expenses can be reimbursed as Operating Costs; however, volunteer recognition expenses (if applicable) must be reimbursed using Administrative Funds. 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.

- C. Rent Well Landlord Guarantee: Costs to reimburse landlords for damage to units that have been approved for the landlord guarantee. A maximum of \$1,000 maybe paid for each Rent Well Guarantee approved.

Please Note: Documentation of damage (dated photos), and landlord's contractor invoices for repairs, shall be submitted and approved for payment upon County approval of documentation of damages and reasonable repair costs.

- D. Administrative Costs: The Contractor shall comply with federal, state, and local regulations. The basis for administrative changes shall be the new OMB 2 CFR Part 200 requirements [OMB Circular A-122 (*Cost Principles for Non-Profits*) and OMB Circular A-87 (*Cost Principles for Local Governments*)].



<b>STATEMENT OF WORK #3</b>					
<b>Lincoln Place</b>					
<b>CATEGORY</b>	<b>PAYMENT TYPE</b>	<b>REVENUE SOURCE</b>	<b>BARS CODE</b>	<b>2016 FUNDING</b>	<b>2017 FUNDING</b>
Personnel Costs	Cost Reimbursement	Document Recording Fee Surcharge - HB 1359 (Fund 1937)	565420	\$73,870	\$73,870
Operating Costs		2016: \$55,516 2017: \$49,516			
Supportive Services		Document Recording Fee Surcharge - HB 2163 (Fund 1937)			
		2016: \$18,354 2017: \$24,354			
Administration		Document Recording Fee Surcharge - HB 2163 (Fund 1937)		\$9,130	\$9,130
<b>TOTALS</b>				<b>\$83,000</b>	<b>\$83,000</b>
<b>STATEMENT OF WORK TOTAL</b>				<b>\$166,000</b>	

**I. PROGRAM DESCRIPTION**

The Share Lincoln Place Program provides site-based, housing first, permanent supportive housing to individuals in the community who are chronically homeless and/or deemed most vulnerable, through the Vulnerability Assessment Tool (VAT). The program will use assertive engagement, harm reduction principles, and the Housing First Model, to serve those living in Lincoln Place.

The Lincoln Place Program corresponds to the following plans:

Clark County Homeless Action Plan:

Element 1: F: Permanent Supportive Housing:

1. Utilizing a Housing First Model that includes comprehensive and effective services.

Community Action National Performance Indicators:

Goal 2.1: Community Improvement and Revitalization

C. Safe and affordable housing units in the community.

## II. SERVICES PROVIDED/ANNUAL GOALS

<b>Program Goals</b>	<b>Anticipated Annual Outputs</b>
Individuals are Stably Housed	30
Individuals are Stably Housed for Six Months	25
	<b>Anticipated Annual Outcomes</b>
Individuals are Stably Housed for One Year	22
Individuals Maintain or Increase Their Income Within the First Year of Assistance	20

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

## III. PROGRAM REPORTING

- A. Contractor will submit quarterly Community Fund Reports, will enter client data into the HMIS system when new clients are received, and enter ongoing updates to the system information so it is kept current, regarding each client. Exceptions to HMIS entry are made for domestic violence survivors and those refusing to sign the HMIS Release of Information.
- B. Contractor will provide a detailed list of program eligibility requirements to the Housing Solutions Center (HSC). The program must accept all eligible households in the program that meet the specified eligibility requirements when a new client for the specific assistance type is requested. The HSC must be the only entry point into the program.
- C. The Contractor will enter “prior living situation” and “housing status” into HMIS for every client and complete an entry and exit report in HMIS for each client. The exit report will specify the client’s “permanent exit destination.” The County may withhold payments to Contractor if the data reporting requirements are not met; payment will be reinstated upon improved data quality. 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
- D. Contractor will provide a hard copy document, listing the Housing Search NW web link, to all households at program entrance. Household receipt of document must be documented in program file.
- E. Contractor will have 21 info contact information on display in an area visible by clients.

- F. Contractor will provide quarterly Community Funds Reports and a Year-end Narrative Report.

Reports shall be submitted by the following dates:

- 2016
  - 1<sup>st</sup> Quarter: April 11, 2016
  - 2<sup>nd</sup> Quarter: July 11, 2016
  - 3<sup>rd</sup> Quarter: October 10, 2016
  - 4<sup>th</sup> Quarter: January 31, 2017
  - Year-end Narrative: January 31, 2017
  
- 2017
  - 1<sup>st</sup> Quarter: April 10, 2017
  - 2<sup>nd</sup> Quarter: July 10, 2017
  - 3<sup>rd</sup> Quarter: October 10, 2017
  - 4<sup>th</sup> Quarter: January 31, 2018
  - Year-end Narrative: January 31, 2018

#### IV. ELIGIBILITY CRITERIA

- A. Eligible individuals must have a high Clark County Vulnerability Assessment Tool (VAT) score, per the Housing Solutions Center.
- B. Housing Stabilization Plans (HSP): Each household receiving rental assistance should have an HSP that is updated regularly.
- C. Individuals may not be deemed ineligible due to rental barriers (poor credit, past evictions, non-sexual offenses or arson convictions, etc.), use of substances, completion of treatment, and/or participation in services.

#### V. REIMBURSEMENT TO CONTRACTOR

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

- A. Personnel Costs: Salaries and benefits for case management and supervision.  
Please Note: If applicable, finance salaries must be submitted as Administrative Costs, and will not be paid with program dollars.
- B. Operating Costs: Rent, telephone, supplies, related training costs, and employee travel reimbursements not to exceed the federal travel reimbursement rate or County per diem, insurance, and other operating costs.

Please Note:

- Volunteer recruitment expenses can be reimbursed as Program Operating Costs; however, volunteer recognition expenses (if applicable) must be reimbursed using Administrative Funds.
- 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; meeting agendas must be attached to reimbursement requests.

C. Supportive Services:

1. Eligible Activities - Rental Assistance

- Arrears may be paid for up to six months past due, only if this assistance allows a household to fully reduce a housing barrier.

2. Eligible Activities – Other Financial Assistance

- Security Deposits and Move-in Fees
- Application Fees
- Last Month’s Rent (not to exceed one month’s rent)
- Utility Assistance
- Utility Deposits (up to three months of arrears - only when all other community resources have been explored and documented)
- Staff Costs to Issue Financial Assistance
- Household Transportation Assistance
- Credit Repair Costs
- Other Assistance related to Housing Stability (requires prior written authorization from the County Program Coordinator)

All reimbursement requests for supportive services must be accompanied by the HMIS number (if one exists) of the person assisted, in order to verify HMIS entry. The Contractor will enter “prior living situation” and “housing status” into HMIS for every client and complete an entry and exit report in HMIS for each client. The exit report will specify the client’s “permanent exit destination.” The County may withhold payments to Contractor if the data reporting requirements are not met; payment will be reinstated upon improved data quality.

- D. 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 [OMB Circular A-122 (*Cost Principles for Non-Profits*) and OMB Circular A-87 (*Cost Principles for Local Governments*)].

## **SPECIAL TERMS AND CONDITIONS**

This Contract includes the following terms and conditions as applicable and to the extent that they are pertinent to the award.

### **1. APPLICABLE REGULATIONS**

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

- RCW 43.185(C) Homeless Housing and Assistance
- RCW 36.22.178 Affordable Housing for All Surcharge
- RCW 36.22.179 Surcharge for Local Homeless Housing and Assistance
- RCW 36.22.1791 Additional Surcharge for Local Homeless Housing and Assistance

### **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, and attested to by a witness's signature, 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 the contract or subcontract. 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 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.

4.2. 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.

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:

(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

- 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. WASHINGTON STATE QUALITY AWARD

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

independent assessment of its quality management, accountability, and performance system, once every three years.

7. 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:

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

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.

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

- 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. FISCAL AUDIT

- 11.1. 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.
- 11.2. 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.
- 11.3. 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:
  - 11.3.1. Non-Profit Contractors – A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.
  - 11.3.2. For-Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows.
  - 11.3.3. Public Entities are exempt from the semi-annual financial reporting requirement.
- 11.4. 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.
- 11.5. 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.

11.5.1. 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.

11.5.2. 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.

## 12. INSURANCE

12.1. 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.

12.2. 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”.

- 12.3. 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).
- 12.4. 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.
- 12.5. 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, PO Box 5000, Vancouver, WA 98666.

### 13. 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.

### 14. 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.

15. 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.

16. 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:

16.1. Contractor shall submit a signed and numbered invoice by the 15<sup>th</sup> of each month following the month services were provided that includes the Contractor's name, address, contract number, month of service, Statement of Work number, and a payment request form.

16.2. 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.

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

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

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

16.2.2. 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:

- 16.2.2.1. Cost Allocation Plan that defines how direct, shared and administrative costs are allocated; or
  - 16.2.2.2. A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.
- 16.3. Match: Contractors are asked to report on funds they used as “leverage” in the implementation of this program, and while match is not required for this funding source, the Contractor is expected to carry out the objectives anticipated in the RFA. On each quarterly funds report, the Contractor should report case sources and in-kind leveraging costs.
- 16.4. 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.
- 16.5. Administration costs may not exceed 11 percent of the total award, and program funds cannot be used to pay for administrative costs.
- 16.6. 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.

## 17. 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.

## 18. PERIOD OF PERFORMANCE AND CONTRACT PERIOD

- 18.1. Subject to its other provisions, the Period of Performance and the Contract Period are as shown on the face sheet of this Contract. Services must be provided and billable costs incurred within the Period of Performance, and billings shall be submitted in accordance with the schedule in the Payment Procedures section, above.
- 18.2. The Contractor shall have until the final day of the Contract period to submit reports and complete non-billable end of contract activities.

18.3. The County reserves the right to offer a new contract upon satisfactory Contractor performance.

19. PROGRAM POLICIES AND PROCEDURES

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

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 seven 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 under state law.

22. TERMINATION

22.1. 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.

22.2. The County shall have the right to terminate this Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. The County shall pay the Contractor, to the extent of

funds Appropriated or otherwise legally available for such purpose, for all goods delivered, services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

22. FAIR HOUSING

Programs will take necessary and appropriate actions to prevent discrimination in rental units assisted through the contracted funding sources. In addition, the housing programs will provide information to program participants regarding their rights to Fair Housing.

23. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

By signing this Contract, the Contractor certifies that it complies with Public Law 103227, Part C Environmental Tobacco Smoke, 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.