

CLARK COUNTY STAFF REPORT

DEPARTMENT: Community Services

DATE: 01/04/16

REQUESTED ACTION: That the County Manager approve a contract with Share, Inc. to provide housing assistance to homeless persons of Clark County.

Consent Hearing County Manager

BACKGROUND

This 24-month contract provides funding for the Share Permanent Supportive Housing (PSH) program. The program will support eligible households with case management, landlord support, and rental assistance, with a focus on increasing housing stability. The contract provides funding for rent assistance, operations, and administration costs.

The contract is largely funded by the Washington State Consolidated Homeless Grant (CHG). The grant combines state homeless resources into a single grant that supports an integrated system of housing assistance to prevent homelessness and to quickly re-house households who are unsheltered. The CHG seeks to address the needs of people who are homeless or at-risk of homelessness, as described in local homeless plans.

- 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

Share, Inc. is a successful respondent to the Clark County 2016-17 Housing and Homeless Services Request for Application (RFA). The RFA was developed with extensive community input received during the creation of the Clark County Homeless Action Plan.

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	\$185,203 (local funds dedicated to a special purpose)
Grant Fund Dollar Amount	\$214,797
Account	Fund 1937 (WA State Consolidated Homeless Grant)
Company Name	Share, Inc. (Contract #2016-CHG-12)

DISTRIBUTION:

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

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


 Jay Carstens, Management Analyst


 for Vanessa Gaston, Director

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

APPROVED: _____
Mark McCauley, Acting County Manager

DATE: _____

BUDGET IMPACT ATTACHMENT – NONE

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Total	\$0	\$0	\$0	\$0	\$0	\$0

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

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

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	\$0	\$0	\$0	\$0	\$0	\$0

CONTRACT #2016-CHG-12

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: ASPIRE Permanent Supportive Housing
Contract Period: January 1, 2016 – December 31, 2017
Budget Authority: \$400,000
Funding Source: Consolidated Homeless Grant – Fund 1937
Document Recording Fee Surcharge – Fund 1937
DUNS Number: 167125579

Contractor Program 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	Rebecca Royce 360-397-2075 x 7863 rebecca.royce@clark.wa.gov	Rhonda Hills 360-397-2075 x 7836 rhonda.hills@clark.wa.gov

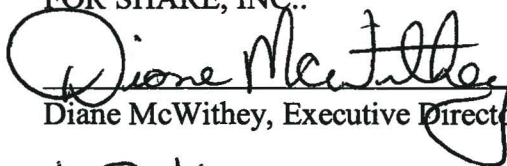
Clark County, hereinafter referred to as the “County,” and Share, Inc., hereinafter referred to as the “Contractor,” agree to the terms and conditions of the County’s Basic Interagency Agreement and this Contract by signing below:

FOR CLARK COUNTY:

Mark McCauley, Acting County Manager

Date

FOR SHARE, INC.:

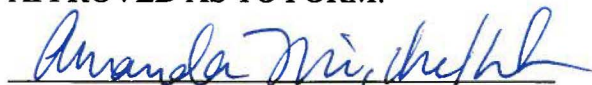


Diane McWithey, Executive Director

1-7-16

Date

APPROVED AS TO FORM:



Deputy Prosecuting Attorney

**BUDGET SUMMARY
CONTRACT #2016-CHG-012
SHARE, INC.**

CATEGORY	ASSISTANCE TYPE	REVENUE SOURCE	CHG BASE 01/01/16 – 06/30/17	COMMUNITY FUNDS 01/01/17 – 12/31/17
Rent Assistance For-Profit Rent Payments	Permanent Supportive Housing	CHG Base	\$97,399	\$0
		Document Recording Fees – HB 2060	\$0	\$69,302
Rent Assistance Other Rent and Housing Costs		CHG Base	\$10,000	\$0
		Document Recording Fees – HB 2060	\$0	\$5,000
Rent Assistance Operations		CHG Base	\$107,398	\$0
		Document Recording Fees – HB 2060	\$0	\$66,901
Administration		Document Recording Fees – HB 2060/ CHG Admin	\$26,227	\$17,773
CHG BASE TOTALS			\$214,797	\$0
COMMUNITY FUNDS TOTAL			\$26,227	\$158,976
CONTRACT TOTAL			\$400,000	

**STATEMENT OF WORK #1
CONTRACT #2016- CHG-12
SHARE, INC.**

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Rent Assistance Operations		CHG Base	\$107,398	\$0
		Document Recording Fees – HB 2060	\$0	\$66,901
Administration		Document Recording Fees – HB 2060/ CHG Admin	\$26,227	\$17,773
CHG BASE TOTALS			\$214,797	\$0
COMMUNITY FUNDS TOTAL			\$26,227	\$158,976
CONTRACT TOTAL			\$400,000	

1. PROGRAM DESCRIPTION

The Share Permanent Supportive Housing (PSH) Program will serve families and individuals with disabilities who are highly vulnerable. The program will support the households with case management, landlord support, and rent assistance with a focus on increasing housing stability. The program provides permanent assistance with regular assessments to determine if the high level of support remains necessary.

2. PROGRAM STRATEGIES

This Permanent Supportive Housing Program corresponds to the following plans:

Clark County Homeless Action Plan
Element III: Chronic Homelessness
D: Indicators and Outcome

- Reduction in the number of people who experience chronic homelessness.

Community Action National Performance Indicators

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

3. PROGRAM ELIGIBILITY

3.1. Income Eligibility

At or below 30% Area Median Income (AMI)

3.2. Housing Status Eligibility

3.2.1. Those housed in current community PSH and Rapid Re-Housing (RRH) programs who are determined by the Housing Solutions Center to need additional PSH assistance. All required Consolidated Homeless Grant (CHG) eligibility forms must be completed prior to assistance being paid.

3.2.2. High Vulnerability Assessment Tool (VAT) or VI-SPDAT score, as determined by the Housing Solutions Center.

3.2.3. At least one member of the household must have a disability, as defined and verified per the CHG guidelines.

3.2.4. Individuals may not have sex offenses in their criminal background.

3.3. Other eligibility requirements can be found in the Clark County CHG Guidelines.

4. PROGRAM REQUIREMENTS

4.1. The Clark County CHG Guidelines must be followed.

4.2. The program must utilize the following best practice models based on the definitions in the Clark County 2016-2017 Housing and Homeless Services Request for Application:

4.2.1. Housing First;

4.2.2. Harm Reduction;

4.2.3. SSI/SSDI, Outreach, Access and Recovery (SOAR);

4.2.4. Progressive Engagement; and

4.2.5. Trauma Informed Care.

4.3. Fair Market Rent (FMR) Threshold

Program households may not pay more than 130% in gross rent based on the appropriate year's FMR threshold.

4.4. The program must use the "Households Income," rent assistance model. This model requires households to pay a pre-set percentage of their total income. The program must have a standardized procedure for determining the amount of rent subsidy for each household. There is no household minimum rent.

4.5. Contractor will provide a hard copy document, listing the Housing Search NW web link, and information about the Washington Residential Landlord Tenant Act (RCW 59.18) to all households at program entrance. Household receipt of documents must be recorded in program file.

4.6. Contractor will provide a detailed list of program eligibility requirements to the Housing Solutions Center (HSC). The eligibility requirements should match the eligibility requirements detailed above. 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.

4.7. Household engagement in support services may not be a requirement for continued rent assistance.

4.8. Case management must be community based and not restricted to agency offices.

4.9. All deposits paid on behalf of a household to a landlord shall be returned to the household.

4.10. Contractor shall display the 211info contact information in an area visible by clients.

4.11. Recertification of Income Eligibility
Reference CHG Guidelines

5. ANNUAL GOALS, OUTPUTS, AND OUTCOMES

Program Goals	Anticipated Annual Outputs
Households Served	18
Households Receive Case Management	18
Households Engage with Behavioral Health Services	12
Households Engage with Physical Health Services	12

Program Goals	Anticipated Annual Outcomes
Households Maintain or Increase Income	15
Households Remain Stable in Housing for One Year	15

6. PROGRAM REPORTING

- 6.1. Contractor will enter client data into the Clark County Homeless Management Information System (HMIS) when new clients are assisted, and provide ongoing updates, including at reassessments, to the system information so it is kept current regarding each client. Exceptions to HMIS entry are made for those covered under the Violence Against Women Act (VAWA) and those refusing to sign the HMIS Release of Information. If a household does not opt into HMIS, a paper file must be kept and anonymous information provided to the Council for the Homeless, as requested. The County may withhold payments if the data reporting requirements are not met; payment will be reinstated upon improved data quality.
- 6.2. Once trained, the housing program must use the appropriate Service Prioritization Decisions Assistance Tool (SPDAT) assessment at program entry, exit and at each recertification. The acuity score must be updated in HMIS at each interval.
- 6.3. Client satisfaction surveys must be developed and offered to program households on an annual basis, at a minimum. Satisfaction survey response summaries will be requested through the quarterly reports. The following information must be reported:
- 6.3.1. Number of households served during the survey period.
 - 6.3.2. How many responses were received to the survey?
 - 6.3.3. Summary of answers to each of the questions.
 - 6.3.4. Additional related details.
- 6.4. Contractor will provide quarterly reports that include a copy of HMIS reports and a Year-end Narrative Report. Reports shall be submitted by the following dates:

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

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

7. SUBCONTRACTING

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

8. 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 supporting documentation as described in the Payment Procedures Section. Services that are reimbursable through Medicaid/Medicare shall not be billed through this Contract.

The County will reimburse the Contractor for the costs listed below. Additional costs allowable per the Consolidated Homeless Grant Guidelines may be billed with prior written County Program Contact approval.

8.1. Rent Assistance: For-Profit Rent Payments:

8.1.1. Rental Assistance;

8.1.2. Rental Arrears for up to three months. This assistance must allow a household to obtain or maintain permanent housing. Arrears are included in the total number of months assistance can be provided;

8.1.3. Move-in costs, including security deposit, first and last month's rent.

8.1.4. Landlord incentives;

8.1.5. Late fees and security deposits;

8.1.6. Hotel/Motel costs for up to 90 days if unsheltered households are actively engaged in housing search and no other shelter option is available; and

8.1.7. Temporary absences. If a household must be temporarily away from his or her unit, but is expected to return households rent may be paid for up to 60 days and charge the grant for eligible costs.

8.2. Rent Assistance: Other Rent and Housing Costs:

8.2.1. Costs associated with monthly utilities, utility arrears (up to three months) and utility deposits.

8.2.2. Costs associated with application fees and background/credit checks fees.

8.3. Operations: Rent Assistance Operations:

8.3.1. Case management;

8.3.2. Inspections;

8.3.3. Data collection and entry;

8.3.4. Telephone, training costs, mileage, supplies, insurance, and other operating costs;

8.3.5. Staff costs to issue rent assistance.

- 8.3.6. Office space, utilities, supplies, telephone, internet, staff training costs.
- 8.3.7. General liability insurance and automobile insurance.
- 8.3.8. Flexible Funding is paid to a third party and directly helps a household to obtain or maintain permanent housing. Up to \$1,500 per household for goods and services directly related to obtaining and maintaining permanent housing and/or employment:
 - 8.3.8.1. Funds needed to obtain/maintain permanent housing.
 - 8.3.8.2. Funds associated with increasing income.
 - 8.3.8.3. Funds associated with obtaining items necessary for life or safety to address an emergency need.
 - 8.3.8.4. Costs to travel to permanent housing, when permanent housing has been identified.
- 8.3.9. Additional Requirements:
 - 8.3.9.1. The Contractor must submit back-up documentation and staff requests for reimbursements (if applicable), for all supportive services. Retailer or merchant gift cards, vouchers or certificates are not allowable.
 - 8.3.9.2. Volunteer recruitment expenses can be reimbursed as program Operating Costs; however, volunteer recognition expenses (if applicable) must be reimbursed using Administrative Funds.
 - 8.3.9.3. 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.

8.4. Administrative Costs

The Contractor shall comply with all federal, state, and local regulations. The basis for administrative changes shall be 2 C.F.R. 200 requirements.

SPECIAL TERMS AND CONDITIONS CONSOLIDATED HOMELESS GRANT

1. PROGRAM OVERVIEW

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

2. AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor shall comply with State of Washington and Federal laws, including, but not limited to, 28 CFR. Part 35, which provide comprehensive protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

3. BACKGROUND CHECKS

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

4. CONFIDENTIALITY AND PRIVACY

4.1. Confidentiality

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

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

4.2. Personal Information

- 4.2.1. Personal information collected, used or acquired in connection with the services provided under this Contract shall be used solely for the purpose of this Contract. The Contractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons the personal information without express written consent of the client or as provided by law. The written consent must include what client information may be shared and to whom or which agencies/businesses. The Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.
- 4.2.2. Personal information includes, but is not limited to, information that would identify an individual's health, education, business, use or receipt of governmental services, names, addresses, age, telephone numbers, social security numbers, driver's license numbers and finances including financial profiles, credit card numbers or other identifying numbers.
- 4.2.3. The County reserves the right to monitor, audit or investigate the use of personal information collected, used or acquired by the Contractor. Failure to properly maintain clients' private information could result in termination of this contract. The Contractor agrees to indemnify and hold harmless the County, the State and its officers, employees and authorized agents for any damages related to the Contractor's unauthorized use of personal information.

5.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION

- 5.1. This certification is required by the regulations set forth in Title 2 C.F.R. Part 180. The terms "covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded," as used in this clause, have the meanings set out in Title 2 C.F.R. Part 180.
- 5.2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction

LOWER TIER COVERED TRANSACTIONS
 - a) The lower tier Grantee certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b) Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.
- 5.3. Before entering into a "covered transaction" with another party at the next lower tier, the Contractor agrees by signing this Contract that it will first verify that the

person or party with whom it intends to do business is not excluded or disqualified. The Contractor may do this by:

- 5.3.1. Checking the federal Excluded Parties List System at sam.gov; or
 - 5.3.2. Collecting a certification from the person or party; or
 - 5.3.3. Adding a clause or condition to the covered transaction with that person or party that fully meets the requirements set out in Title 2 C.F.R. Part 180.
- 5.4. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person or party who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
 - 5.5. The certification in this clause is a material representation of fact upon which reliance is placed at the time of Contract execution and at the time of any subsequent modification(s). If it is at any time determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - 5.6. Before hiring any new employee, the Contractor shall conduct a search of the Federal Excluded Parties List System referenced above to ensure that the individual is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The search must be conducted by the Contractor *prior to* making an employment offer. Evidence of search results must be maintained in the employee's personnel file.
 - 5.7. The Contractor shall maintain written documentation of its compliance with the above-stated requirements and make said documentation available to Clark County for review upon request.

6. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

By signing this Contract, the Contractor certifies that it complies with 20 U.S.C. 7183 also known as the "Pro-Children Act of 1994," by not allowing smoking in any portion of any indoor structure routinely owned or leased or contracted for by the Contractor and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

7. CONSUMER RIGHTS

- 7.1. The Contractor shall comply with state and federal non-discrimination policies, to

the extent that they are applicable to this Contract, as well those delineated in the County Basic Interagency Agreement. This includes Discrimination – Human Rights Commission (RCW 49.60); 42 CFR 438.214, Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR part 80; the Age Discrimination Act of 1975 as implemented by regulations at 45 CFR part 91; the Rehabilitation Act of 1973; and titles II and III of the Americans with Disabilities Act; and other laws regarding privacy and confidentiality. The Contractor shall ensure that its staff takes these rights into account when furnishing services to consumers.

- 7.2. Contractor shall ensure that funds provided under this Contract shall not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

8. DOCUMENTS INCORPORATED BY REFERENCE

In addition to the other documents and circulars referenced throughout this Contract, each of the documents listed below are by this reference incorporated into this Contract as though fully set forth herein, including any amendments, modifications or supplements thereto:

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

9. DUPLICATION OF COSTS

The Contractor certifies that work performed under this Contract does not duplicate any work to be charged against any other Contract, Statement of Work, or other source.

10. EMPLOYMENT VERIFICATION PROGRAM

- 10.1. If the amount of this Contract is equal to or greater than \$25,000, the Contractor shall enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) agreeing to participate in the E-Verify Program. The Contractor shall submit a copy of the MOU to the County prior to starting work under this Contract and shall verify employment eligibility using the E-Verify website throughout the term of the Contract.
- 10.2. If the Contractor has sub-contracts in an amount equal to or greater than \$25,000 working in support of this Contract, the Contractor is responsible for ensuring that

the sub-contractor provide a DHS MOU or proof of pending application (followed by an MOU) within 30 days after the contract start date.

- 10.3. Pre-employment searches must be conducted by the Contractor (and its covered subcontractors) *prior to* making offers of employment. Evidence of search results must be maintained in each employee's personnel file. Upon completion of this Contract, the Contractor shall provide the County with a written document certifying the authorized employment status of its employees and those of any sub-contractors assigned to the perform work under the Contract.
- 10.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: <http://www.uscis.gov/e-verify>.

11. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of the terms hereto, and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of this Contract. The parties agree that the forgiveness of non-compliance with any provision of this Contract constitute a waiver of the provisions of this Contract.

12. FAIR HOUSING AND NON-DISCRIMINATION

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

In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Contracts with the County. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.

13. FISCAL AUDIT

- 13.1. The Contractor shall comply with Generally Accepted Accounting Principles (GAAP) and/or Governmental Generally Accepted Accounting Principles (GGAAP) and meet the financial management systems requirements of the contract.
- 13.2. The above requirement may be demonstrated either by submission of an annual independent auditor's report, review report, or by the submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year.

- 13.3. If an annual audit or review by an accountant is not performed, financial statements shall be submitted within ninety (90) days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:
 - 13.3.1. Non-Profit Contractors – A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.
 - 13.3.2. For-Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows.
 - 13.3.3. Public Entities are exempt from the semi-annual financial reporting requirement.
- 13.4. If the Contractor is a non-profit organization or public entity, and expends federal funds or has federally-funded loan balances at the end of the Contractor's fiscal year, the Contractor shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 C.F.R §200.508. The Contractor shall submit the SEFA to Clark County within ninety (90) days of the end of the Contractor's fiscal year.
- 13.5. If the Contractor expends \$750,000 or more in federal funds during the fiscal year, a single audit is required. The Contractor shall provide the County with a Corrective Action Plan for any audit findings as well as a copy of any Management Letter, SAS 114, or Governance Letter within thirty (30) days of issuance by the auditor. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.
 - 13.5.1. Non-Profit Contractors and Public Entities – The audit report must meet the requirements of 2 C.F.R Part 200 with assurances of financial record-keeping that identifies all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. 2 C.F.R Part 200 requires the Contractor to provide the auditor with a Schedule of Expenditures of Federal Awards (SEFA) for the fiscal year(s) being audited. Audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.
 - 13.5.2. For-Profit Contractors – An independent audit, an independent limited scope audit, or other evidence negotiated with and approved by the County that provides positive assurance of meeting GAAP or GGAAP. Independent audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial

information or audit is received.

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

14. INFORMATION SYSTEMS

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

15. INSURANCE

- 15.1. At the execution of this Contract, the Contractor must provide an original ACORD Form with the Commercial General Liability (CGL) or Business Owners Policy (BOP), showing the broker of record, insurance limits, renewal dates, deductible that is less than or equal to \$5,000, and \$1,000,000 of annually renewing occurrence based coverage. A "Claims-Made Policy" is not acceptable. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims, before renewal, the Contractor warrants and guarantees the coverage limits, to include indemnity and defense up to the listed limit, from its own resources regardless of coverage status due to cancellation, reservation of rights, or any other no-coverage-in-force reason. Coverage shall not contain any endorsements excluding nor limiting product/completed operations, contractual liability or cross liability. In all cases, the Contractor's policy is primary and they waive their right of subrogation.
- 15.2. The Contractor agrees to endorse the County as an "Additional Insured" on the CGL or BOP policy with the following, or similar, endorsement providing equal or broader additional insured coverage: the CG2026 07 04 Additional Insured – Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured – Owners, Contractor, or the CG2010 07 04 Contractor, or Contractor endorsement, including the "Additional Insured" endorsement of CG2037 10 01 Additional Insured – Owners, Contractor – Completed Operations, which shall be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured Endorsement shall read "Clark County Washington".
- 15.3. At the execution of this Contract, and assuming vehicles are used in the Contractor's business, an ACORD Form shall be provided with \$1,000,000 in annually renewing occurrence based coverage for all vehicles owned, used, or leased by Contractor. If vehicles are not used, on letterhead, a letter to the County must state the same. This coverage may be added to the above CGL or BOP ACORD Form(s).
- 15.4. The Contractor shall provide to the County proof of a professional liability/errors and omissions insurance policy to protect against legal liability arising out of Contract activity. Coverage shall include medical malpractice if medical services

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

15.5. All insurers used must have an AM Best Rating of A-VII or better. The Contractor shall provide its own insurance protection at its own expense for any property (contents or personal property) maintained on the premises. In addition, the Contractor shall insure the real property and all fixtures and improvements for its full insurable replacement value against loss or damage by fire and other hazards included within the term "extended coverage." All policies and renewals on the real property shall be in a form and with a carrier acceptable to the County. The Contractor shall maintain insurance throughout the Contract term and if a policy is cancelled or terminated, it is the Contractor's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and to notify the County of any change in its insurance. The address for all certificates will be written as follows: Clark County, Department of Community Services, Attention: Contracts Unit, P.O. Box 5000, Vancouver, WA 98666-5000.

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

16. LIMITED ENGLISH PROFICIENCY

The Contractor shall ensure compliance with Title VI, Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, and Executive Order No. 13166: Improving Access to Services for Persons with Limited English Proficiency. The Contractor shall ensure that all employees review DDA Policy 5.05 and that all customers receive accommodations in compliance with LEP policies.

17. ORDER OF PRECEDENCE

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

- Applicable Federal and State of Washington statutes and regulations
- The WA Department of Commerce grant face sheet
- The WA Department of Commerce CHG Special Terms and Conditions
- The WA Department of Commerce CHG General Terms and Conditions
- The WA Department of Commerce CHG Guidelines
- The Statement of Work for this Contract

- The Special Terms and Conditions for this Contract
- The Basic Interagency Agreement with Clark County
- The Clark County CHG Guidelines
- The Contractor's application and budget

18. MONITORING

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

19. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Contracts with the County. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.

20. PAYMENT PROCEDURES

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

- 20.1. Contractor shall submit a signed and numbered invoice by the 15th of each month following the month services were provided that includes the Contractor's name, address, contract number, month of service, Statement of Work number, and a payment request form.
- 20.2. To receive payment for all cost reimbursement statements of work, the Contractor shall submit a summary of expenses incurred, accompanied by general ledger detail if available, otherwise copies of original receipts must be provided.
 - 20.2.1. If applicable to the Statement of Work, for direct costs the detail will include:
 - 20.2.1.1. Salaries and benefits: Names of employees, salary and benefits paid, and dates;
 - 20.2.1.2. Other direct costs: Include vendor names, dates of service and amount.
 - 20.2.2. If the Contractor allocates costs, a copy of an allocation method or plan

shall be submitted to the Department of Community Services Finance Staff prior to the first invoice being reimbursed. Approval will be made in writing and copied to both the Contractor and the contract file. The Contractor will submit one of the following documents to meet this requirement:

- 20.2.2.1. Cost Allocation Plan that defines how direct, shared and administrative costs are allocated; or
 - 20.2.2.2. A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.
- 20.3. Payment to the Contractor shall be processed within 15 days after receipt of a complete and correct invoice, and a complete and accurate general ledger detail itemization.
- 20.4. Administration costs may not exceed the amount shown on the budget table for each Statement of Work. Program funds may not be used to pay for administrative costs.
- 20.5. The Contractor agrees to allow the County to make adjustments to the individual budget lines of this Contract when necessary and in the interests of both parties. In the event that the County needs to adjust the stated budget amounts specified in the Statements of Work of this Contract, the Contractor grants the County the right to unilaterally modify said budget lines by issuing a contract amendment that, provided the total contract amount remains unchanged, will not require the signature of the Contractor.
- 20.6. If the Contractor receives over \$500,000 in combined state and housing-related funding sources annually, it must apply for a WA State Quality Award (WSQA) assessment once every three years.

21. CONTRACT PERIOD

- 21.1. 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.
- 21.2. 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.

22. RECORDS RETENTION

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

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

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

23. TERMINATION

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

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

- 23.2. The County shall have the right to terminate this Contract, in whole or in part, without cause any time upon ten (10) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. The County shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purpose, for all goods delivered, services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

24. CLAIMS OR DAMAGES

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