

CLARK COUNTY STAFF REPORT

DEPARTMENT: Community Services

DATE: 11/16/15

REQUESTED ACTION: That the County Manager approve a contract with the Clark County Veterans Assistance Center in the not-to-exceed amount of \$513,707.

____ Consent ____ Hearing X County Manager

BACKGROUND

This contract will provide emergency financial assistance for eligible veterans. The Veterans Assistance Center has developed strong collaborative relationships with a network of local service organizations providing shelter, medical, mental health, legal, transportation, employment, and other homeless and veteran services. Veterans Assistance Center staff will advise and refer veterans and their dependents to assist with obtaining benefits available through a wide variety of County, State, and Federal sources.

- ☐ This is a new project
- ☒ This is a continuation of an existing project

COUNCIL POLICY IMPLICATIONS

There are no known council policy implications.

ADMINISTRATIVE POLICY IMPLICATIONS

There are no known administrative policy implications.

COMMUNITY OUTREACH

N/A

BUDGET IMPLICATIONS

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

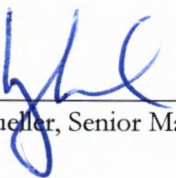
BUDGET DETAILS

Local Fund Dollar Amount	\$513,707 (Veterans Assistance Fund)
Grant Fund Dollar Amount	\$0
Account	Fund 1019
Company Name	Clark County Veterans Assistance Center

DISTRIBUTION:

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

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

 11/05/15

Lynn Mueller, Senior Management Analyst

_____
Vanessa Gaston, Director

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

APPROVED: _____
Mark McCauley, Acting County Manager

DATE: 11/17/15

BUDGET IMPACT ATTACHMENT – NONE**Part I: Narrative Explanation**

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

Part II: Estimated Revenues

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

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

Part III: Estimated Expenditures

III. A – Expenditures summed up

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

III. B – Expenditure by object category

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

CONTRACT # 2016-VAF-01

between

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

and

CLARK COUNTY VETERANS ASSISTANCE CENTER
1305 Columbia Street
Vancouver, WA 98660
DUNS # 043904603


Program/Services Being Funded: **Veterans Emergency Relief**
Period of Performance: January 1, 2016 – December 31, 2016
Contract Period: January 1, 2016 – January 31, 2017
Budget Authority: \$449,020 to \$513,707, contingent upon funding
Funding Source: Veterans Assistance Fund (Fund 1019)

Contractor Program Contact	Contractor Finance Contact	County Program Contact	County Finance Contact
Joe Fettig (360) 693-7030 ccvac@qwestoffice.net	Judy Russel (360) 693-7030 ccvac@qwestoffice.net	Samantha Whitley (360) 397-2075 x 7842 samantha.whitley@clark.wa.gov	Ryan Treglown (360) 397-2075 x 7815 ryan.treglown@clark.wa.gov

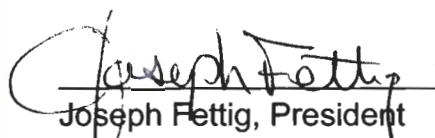
Clark County (the "County") and the Clark County Veterans Assistance Center ("the Contractor") agree to the terms and conditions of the County's Basic Interagency Agreement and this Contract by signing below:

FOR CLARK COUNTY:

**FOR VETERANS ASSISTANCE
CENTER:**

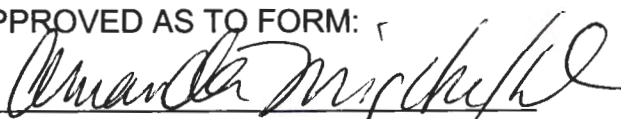

Mark McCauley, Acting County Manager

11/17/15
Date


Joseph Fettig, President

11-12-2015
Date

APPROVED AS TO FORM: *r*


Deputy Prosecuting Attorney

BUDGET SUMMARY
CONTRACT #2016-VAF-01
CLARK COUNTY VETERANS ASSISTANCE CENTER

BUDGET CATEGORY	PAYMENT TYPE	REVENUE SOURCE	APPROVED BUDGET	REQUESTED BUDGET *
Services to Veterans	Cost Reimbursement	Veterans Assistance Fund (Fund 1019)	\$300,000	\$350,000
Personnel Costs			\$50,220	\$56,820
Program Operating Costs			\$14,900	\$14,900
Rent			\$44,400	\$44,400
Stand Down			\$5,000	\$7,000
Administration			\$34,500	\$40,587
CONTRACT TOTAL			\$449,020	\$513,707 *

* The budget amount requested by the Veterans Assistance Center and recommended by the Veterans Advisory Board may be approved after a determination from the Assessor's office on the expected yield for the 2016 Veterans Fund Property Taxes and approval from the Clark County Budget Office on an increase in the Veteran's Fund spending authority for the remainder of the 2015-16 biennium.

**STATEMENT OF WORK #1
CONTRACT #2016-VAF-01
CLARK COUNTY VETERANS ASSISTANCE CENTER**

Veterans Emergency Relief Program

BUDGET CATEGORY	PAYMENT TYPE	REVENUE SOURCE	APPROVED BUDGET	REQUESTED BUDGET *
Services to Veterans	Cost Reimbursement	Veterans Assistance Fund (Fund 1019)	\$300,000	\$350,000
Personnel Costs			\$50,220	\$56,820
Program Operating Costs			\$14,900	\$14,900
Rent			\$44,400	\$44,400
Stand Down			\$5,000	\$7,000
Administration			\$34,500	\$40,587
STATEMENT OF WORK TOTAL			\$449,020	\$513,707 *

* The budget amount requested by the Veterans Assistance Center and recommended by the Veterans Advisory Board may be approved after a determination from the Assessor's office on the expected yield for the 2016 Veterans Fund Property Taxes and approval from the Clark County Budget Office on an increase in the Veteran's Fund spending authority for the remainder of the 2015-16 biennium.

1. PROGRAM DESCRIPTION

The program shall provide emergency financial assistance that is "needs-based" for eligible veterans. The Contractor will develop strong collaborative relationships with a network of local service organizations providing shelter, medical, mental health, legal, transportation, employment and other homeless and veteran services. The staff will advise and refer veterans and their dependents to assistance with obtaining benefits available through County, State, and Federal sources.

Staff shall provide direct service as needed or refer veterans to services based on an assessment developed in collaboration with the veteran which reflects the individual's choices for the service options available. Staff will coordinate with other service providers to ensure that referrals made for individual veterans are available and appropriate. Staff will follow up with service providers and/or the veteran about referrals that have been made. Veterans with complex and multiple needs may be provided with referrals to a range of service providers.

2. ELIGIBILITY

The Contractor will determine eligibility in accordance with state law, county code, and the criteria established in the current Policies and Procedures approved by the Board of County Councilors. Eligible veterans are those who meet all of the criteria listed below:

- 2.1. Have had an honorable discharge or received a discharge for medical reasons with an honorable record, where applicable, and who have served in at least one of the capacities identified under RCW 41.04.005 or 41.04.007;
- 2.2. Have been a Washington State resident for at least 12 consecutive months immediately prior to application;
- 2.3. Are a Clark County resident at time of application;
- 2.4. Earn an income that is less than 150% of the current poverty level after taxes.

3. PROGRAM STAFF

The Contractor will provide 1.5 FTE County Service Officers to administer the Veterans Assistance Funds. Service Officers will be veterans with an honorable discharge.

The Contractor will have a .85 FTE administrative staff to support the County Service Officer(s).

4. PROGRAM SERVICES

The Contractor will provide the following services:

- 4.1. Interview veterans regarding areas of need and screen for eligibility.
- 4.2. Provide allowable services to eligible veterans in accordance with the County's Policies and Procedures for the Veterans Relief Fund, County code and state law. The Contractor shall monitor to ensure compliance with these requirements.
- 4.3. Issue checks and/or vouchers for direct assistance based on the veteran's eligibility. Assistance is for emergency relief only and will be "needs-based." The amount of assistance will be based on Policies and Procedures, providing the minimum amount needed to assist the veteran. Checks must be available to be picked up at the Veterans Assistance Center or mailed to the vendor.
- 4.4. Provide referrals and maintain an updated resource file of social service agency contacts in the Clark County area for referring clients to needed services.
- 4.5. Inform veterans of other programs, benefits, and services related to their area of need for which they might be eligible, and refer as appropriate. As needed, assist veterans in obtaining community and Veterans Administration services and resources.
- 4.6. Customer satisfaction surveys will be made available for veterans wishing to provide feedback on services received.
- 4.7. Contact veterans to monitor progress and provide early identification of

problems.

- 4.8. Attend Clark County Veterans Advisory Board meetings and provide informational and program reports upon request to the Veterans Program Manager or Program Coordinator.
- 4.9. Attend Coalition of Service Provider meetings, Project Homeless Connect and the Veterans Stand Down. Distribute flyers and brochures where permissible on the Veterans Administration campus and in the community for outreach to veterans about available services.
- 4.10. Stand Down: The Stand Down is a once-a-year event coordinated by the Clark County Veterans Assistance Center. VAF funds may be used to support Stand Down activities such as:
 - The purchase of food, clothing, sleeping bags, one-person tents, backpacks filled with non-perishable foods, hygiene care kits, and non-prescription reading glasses for Veteran participants
 - The purchase of job search media such as employment guides or literature in hard copy or on portable storage media, etc.
 - Special one-time costs for the duration of the Stand Down event such as rental of facilities and/or tents, electricity, equipment, portable toilets and communications or internet access
 - The purchase of advertising materials such as event posters
 - The rental of transportation equipment (bus, van, etc.) to provide transportation of homeless Veterans to and from the Stand Down event
 - The purchase or rental of other pertinent items and services for homeless veteran participants as deemed appropriate by Clark County
- 4.11. The Contractor shall require that each veteran requesting and/or receiving services sign a release of information that allows the Contractor to provide to the County any information provided by the veteran.

5. VETERANS' FILES

5.1. File Requirements

- 5.1.1. The Contractor shall create paper and electronic files for each veteran who receives services. Files will contain detailed and complete participant documentation, and include proof of eligibility determination, notes that include other agency referrals and other records related to the services provided, including appeals.
- 5.1.2. Paper files shall be retained for one year from the date of application for services. Electronic files shall be retained for six years. The Contractor shall provide the County with all veteran files at the end of the Contract period, if the contract is terminated, or when requested by the County, and shall include all items in

the files.

5.1.3. The VAC may keep only electronic records for ineligible veterans.

5.2. Confidentiality and Security

5.2.1. Veteran file documents will be kept in electronic format on the Contractor's secured server that is located in a locked network facility. The Contractor will scan veterans' personal documents and return originals to the veteran and/or shred documents if appropriate.

5.2.2. The Contractor will use an encrypted e-mail account for communications related to this program and follow its security and recovery systems and processes to ensure protection and backup of all files.

5.2.3. The Contractor's information systems shall include daily off-site backup, virus protection, and a firewall.

6. PROGRAM AVAILABILITY AND ACCESS

The program will be conducted at the Veterans Assistance Center, 1301 Columbia Street, Suite 100, Vancouver, Washington. The office shall be staffed a minimum of 40 hours per week, Monday through Friday, during normal business hours. Office hours and contact information shall be posted on the office door.

7. REPORTING AND INFORMATION SYSTEM REQUIREMENTS

The Contractor shall provide the following monthly reports to the County Program Coordinator by the 10th of each month following the month of service:

7.1. Monthly Service and Expenditure Report. The report shall show the number of veterans served, including the person's name, type of service by category according to the Policies and Procedures, and dollar amount.

7.2. One and Two Year Expenditure History Report. This report will show the veterans' names and service categories for the previous twelve months prior to the month being invoiced. For the two year report, only the housing and utility category shall be listed.

7.3. Denial Report. A report showing the number of people who applied for but were denied services through the VAF, including the reason for denial and appeal status.

7.4. CCVAC Other Services. The report shall show the total number all people seen at the Veterans Assistance Center for the month. The report will break out the number of eligible Clark County veterans served and the services provided, including branch of service and type of referral. A

summary of any other outcomes or services provided shall be included with the report.

7.5. Volunteer Report. The report will list the names and hours worked by each volunteer as well as the total hours for the month and value of service provided.

7.6. Outreach Report. The report shall list any activities performed by the Center to provide outreach to veterans each month.

8. CONTRACT AMOUNT

8.1. The initial not-to-exceed budget amount for this contract period is established as **\$449,020**.

8.2. The Contractor's request for increased funding will be approved subject to a determination from the Clark County Assessor's office on the expected yield for the 2016 Veterans Fund Property Taxes as well as approval from the Clark County Budget Office on an increase in the Veterans Fund spending authority for the remainder of the 2015-16 biennium. If approved, the not-to-exceed budget amount for this contract period will be increased to \$513,707 or another amount approved by the Clark County Budget Office.

8.3. The parties agree that any change in the initial not-to-exceed budget amount of \$449,020 will require written approval by the County.

SPECIAL TERMS AND CONDITIONS

Veterans Assistance Fund

1. APPLICABLE REGULATIONS

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

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

Prior to performing any work under this Contract, the Contractor shall show compliance with the ADA (Public Law 101-336, 28 CFR Part 35), Washington Law Against Discrimination (RCW 49.60), and the Clark County Policy and Procedures for Provision of Services to Qualified Persons with Disabilities, which provide comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

3. BACKGROUND CHECKS

The Contractor shall conduct a background check through the Washington State Patrol for all staff members, subcontractors, and volunteers, and must notify the individual prior to conducting the inquiry. The Contractor must obtain written County approval before permitting any staff member, subcontractor, or volunteer with convictions for an offense that would disqualify the individual from having unsupervised access to vulnerable adults, as defined in RCW Chapter 74.34.020 Definitions, to have unsupervised access to veterans. The results of the background check shall be kept confidential.

4. CLIENT PRIVACY STANDARDS

A. Personal information collected, used or acquired in connection with the services provided under this Contract shall be used solely for the purpose of this Contract. The Contractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons the personal information without express written consent of the client or as provided by law. The written consent must include what client information may be shared and to whom or which agencies/businesses. The Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

B. Personal information includes but is not limited to information that would identify an individual's health, education, business, use or receipt of governmental services, names, addresses, age, telephone numbers, social security numbers, driver's license numbers and finances including financial

profiles, credit card numbers or other identifying numbers.

- C. The County reserves the right to monitor, audit or investigate the use of personal information collected, used or acquired by the Contractor. Failure to properly maintain clients' private information could result in termination of the contract or subcontract. The Contractor agrees to indemnify and hold harmless the County, its officers, employees and authorized agents for any damages related to the Contractor's unauthorized use of personal information.
5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
- A. This certification is required by the regulations set forth in Title 2 Code of Federal Regulations Part 180. The terms "covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded," as used in this clause, have the meanings set out in Title 2 CFR Part 180.
 - B. By signing this Contract, the Contractor certifies that neither it nor its principals, (as defined by Title 2 Code of Federal Regulations Part 180) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall provide immediate written notice to the Clark County Department of Community Services if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - C. Before entering into a "covered transaction" with another party at the next lower tier, the Contractor agrees by signing this Contract that it will first verify that the person or party with whom it intends to do business is not excluded or disqualified. The Contractor may do this by:
 - (a) Checking the federal Excluded Parties List System at sam.gov; or
 - (b) Collecting a certification from the person or party; or
 - (c) Adding a clause or condition to the covered transaction with that person or party that fully meets the requirements set out in Title 2 Code of Federal Regulations Part 180
 - D. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person or party who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
 - E. The certification in this clause is a material representation of fact upon which reliance is placed at the time of Contract execution and at the time of any subsequent modification(s). If it is at any time determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available

remedies, including suspension and/or debarment.

- F. Before hiring any new employee, the Contractor shall conduct a search of the Federal Excluded Parties List System referenced above to ensure that the individual is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The search must be conducted by the Contractor *prior to* making an employment offer. Evidence of search results must be maintained in the employee's personnel file.
- G. The Contractor shall maintain written documentation of its compliance with the above-stated requirements and make said documentation available to Clark County for review upon request.

6. CONSUMER RIGHTS

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

7. DOCUMENTS INCORPORATED BY REFERENCE

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

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

8. DUPLICATION OF COSTS

The Contractor certifies that work performed under this Contract does not duplicate any work to be charged against any other Contract, Statement of Work, or other source. The Contractor shall not bill the client for services provided under this Contract.

9. ENTIRE AGREEMENT

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

10. EMPLOYMENT VERIFICATION PROGRAM

- A. If the amount of this Contract is equal to or greater than \$25,000, the Contractor shall enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) agreeing to participate in the E-Verify Program. The Contractor shall submit a copy of the MOU to the County prior to starting work under this Contract and shall verify employment eligibility using the E-Verify website throughout the term of the Contract.
- B. If the Contractor has sub-contracts in an amount equal to or greater than \$25,000 working in support of this Contract, the Contractor is responsible for ensuring that the sub-contractor provide a DHS MOU or proof of pending application (followed by an MOU) within 30 days after the contract start date.
- C. Pre-employment searches must be conducted by the Contractor (and its covered subcontractors) *prior to* making offers of employment. Evidence of search results must be maintained in each employee's personnel file. Upon completion of this Contract, the Contractor shall provide the County with a written document certifying the authorized employment status of its employees and those of any sub-contractors assigned to the perform work under the Contract.
- D. E-Verify program and enrollment information is available at the Department of Homeland Security web page: <http://www.uscis.gov/e-verify>.

11. FISCAL AUDIT

- A. The Contractor shall comply with Generally Accepted Accounting Principles (GAAP) and/or Governmental Generally Accepted Accounting Principles (GGAAP) and meet the financial management systems requirements of the contract.
- B. The above requirement may be demonstrated either by submission of an annual independent auditor's report, review report, or by the submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year.
- C. If an annual audit or review by an accountant is not performed, financial statements shall be submitted within ninety (90) days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:
 - 1. Non-Profit Contractors – A Statement of Financial Position, Statement

of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.

2. For-Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows.
 3. Public Entities are exempt from the semi-annual financial reporting requirement.
- D. If the Contractor is a non-profit organization or public entity, and expends federal funds or has federally-funded loan balances at the end of the Contractor's fiscal year, the Contractor shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 C.F.R §200.508. The Contractor shall submit the SEFA to Clark County within ninety (90) days of the end of the Contractor's fiscal year.
- E. If the Contractor expends \$750,000 or more in federal funds during the fiscal year, a single audit is required. The Contractor shall provide the County with a Corrective Action Plan for any audit findings as well as a copy of any Management Letter, SAS 114, or Governance Letter within thirty (30) days of issuance by the auditor. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.
1. Non-Profit Contractors and Public Entities – The audit report must meet the requirements of 2 C.F.R §200 with assurances of financial record-keeping that identifies all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. 2 C.F.R §200 requires the Contractor to provide the auditor with a Schedule of Expenditures of Federal Awards (SEFA) for the fiscal year(s) being audited. Audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.
 2. For-Profit Contractors – An independent audit, an independent limited scope audit, or other evidence negotiated with and approved by the County that provides positive assurance of meeting GAAP or GGAAP. Independent audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.

12. INSURANCE

- A. At the execution of this Contract, the Contractor must provide an original ACORD Form with the Commercial General Liability (CGL) or Business Owners Policy (BOP), showing the broker of record, insurance limits, renewal dates, deductible that is less than or equal to \$5,000, and \$1,000,000 of annually renewing occurrence based coverage. If the

Contractor has a "Claims-Made Policy", and that policy is cancelled or not renewed, an Extended Reporting Period of three (3) years after the end of this Contract shall be provided, at the Contractor's expense. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims, before renewal, the Contractor warrants and guarantees the coverage limits, to include indemnity and defense up to the listed limit, from its own resources regardless of coverage status due to cancellation, reservation of rights, or any other no-coverage-in-force reason. Coverage shall not contain any endorsements excluding nor limiting product/completed operations, contractual liability or cross liability. In all cases, the Contractor's policy is primary and they waive their right of subrogation except for gross negligence by the County.

- B. The Contractor agrees to endorse Clark County as an "Additional Insured" on the CGL or BOP policy with the following, or similar, endorsement providing equal or broader additional insured coverage: the CG2026 07 04 Additional Insured – Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured – Owners, Contractor, or the CG2010 07 04 Contractor, or Contractor endorsement, including the "Additional insured" endorsement of CG2037 10 01 Additional Insured – Owners, Contractor – Completed Operations, which shall be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured Endorsement shall read "Clark County Washington".
- C. At the execution of this Contract, and assuming vehicles are used in the Contractor's business, an ACORD Form shall be provided with \$1,000,000 in annually renewing occurrence based coverage for all vehicles owned, used, or leased by Contractor. If vehicles are not used, on letterhead, a letter to the County must state the same. This coverage may be added to the above CGL or BOP ACORD Form(s).
- D. All insurers used must have an AM Best's Rating of A-VII or better. The Contractor shall provide its own insurance protection at its own expense for any property (contents or personal property) maintained on the premises. In addition, the Contractor shall insure the real property and all fixtures and improvements for its full insurable replacement value against loss or damage by fire and other hazards included within the term "extended coverage." All policies and renewals on the real property shall be in a form and with a carrier acceptable to Clark County. The Contractor shall maintain insurance throughout the contract term and if a policy is cancelled or terminated, it is the Contractor's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and to notify the County of any change in its insurance. The address for all certificates will be written as follows: Clark County Washington, PO BOX 5000, Vancouver, WA 98666-5000.

13. LIMITED ENGLISH PROFICIENCY

The Contractor shall comply with Title VI Prohibition Against National Origin

14. MONITORING

- A. The Contractor shall furnish reports, statements, records, data and other information to the County, state, federal, or other funding agencies at such times and on such forms as are specified by the funding agency.
- B. The Contractor agrees to cooperate and participate in the County's monitoring and evaluation process. Monitoring and evaluation will be conducted to ensure program and fiscal accountability and effective use of funds. The Contractor will be notified in advance of any monitoring and/or evaluation site visits. The County reserves the right to conduct on-site visits without prior notification to the Contractor as deemed necessary. Copies of the monitoring and program evaluation instruments will be provided to the Contractor upon request.
- C. The Contractor agrees to allow the County or their designees to have immediate access to all records, documents, files and the financial statements related to this Contract and/or services performed under this Contract so that the County can comply with OMB circulars and state and federal grant requirements for monitoring. This may include contracts and agreements the Contractor has with other entities in fulfillment of this Contract.

15. PAYMENT PROCEDURES AND REIMBURSEMENT TO CONTRACTOR

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

- A. Contractor shall submit a signed and numbered invoice by the 26th of each month, except for December's invoice, which is due by January 20th. The invoice shall include the Contractor's name, address, contract number, month of service, and Statement of Work number.
- B. Payment shall be on a cost reimbursement basis. The Contractor shall provide a summary of expenses incurred in support of all cost reimbursement statements of work, accompanied by general ledger detail.
 - i. For direct costs, detail will include:
 - Salaries and benefits: Employee names, salary and benefits paid, and dates.
 - Other direct costs: Include vendor names, dates of service and amount.
 - ii. For allocated costs, the Contractor shall provide a copy of the

allocation method/plan for review and approval by the Department of Community Services Finance Manager prior to or with the initial billing.

- C. Payment to the Contractor shall be processed within 15 days after receipt of a complete and correct invoice, and a complete and accurate general ledger detail itemization.
- D. No adjustments may be made to line items in the budget without prior written approval from the County Program Contact identified on page 1.
- E. Cash Advance: Veterans Assistance funds in the amount of \$45,000 have previously been advanced to the Contractor to provide cash flow for staff costs and benefits and payments to veterans. This cash advance shall be repaid within 30 days to the County upon the termination of this Contract.
- F. The County will reimburse the Contractor for:
 - i. Services to Veterans: Direct services paid on behalf of veterans. Any amounts billed that the County determines should be disallowed will be subtracted from the Contractor's monthly invoice. Disallowed payments are those made to ineligible clients and/or payments not made in accordance with this Contract or the Policies and Procedures.
 - ii. Personnel: Salaries, taxes, and benefits for Contractor's County Service Officer(s) program staff, for the equivalent of 1.5 FTE.
 - iii. Program Operating Costs: For items needed to provide Contract services, including:
 - Rental of office space
 - Office furniture and computer equipment
 - Telephone
 - Supplies
 - Off-site computer backup
 - Professional services - accounting
 - Banking
 - Insurance (general liability, fidelity, etc., that meets the contract requirements for the contract period)
 - iv. Stand Down: Supplies and operating costs needed to serve veterans during the annual one-day stand down, only if DOL grant for stand down cannot be obtained.
 - v. Administration: .85 FTE administrative staff.

Please note:

- If requesting payment for employee reimbursement costs for anything other than out of town travel meals, please include copies of mileage logs and receipts supporting the costs shown (general ledger detail does not include the vendor names, dates of purchase and individual

amounts). When traveling out of the area, food costs shall be reimbursed at the Clark County per diem rates and meeting agendas must be attached to reimbursement requests.

- If applicable, accounting salaries must be submitted as administrative costs and will not be paid with program dollars.

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

16. PERFORMANCE STANDARDS

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

17. PERIOD OF PERFORMANCE AND CONTRACT PERIOD

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

18. RECORDS RETENTION

- A. Contractor shall retain all financial, statistical, property, materials, supplies, participant records, and supporting documentation for a period of seven (7) years from the termination of the Contract. Upon termination of the contract, the County reserves the right to request that all records be returned to the County.
- B. If any litigation, audit or bankruptcy is begun, or if a claim is instituted involving the Contract or any agreement covered by the records, Contractor agrees to retain the related records until the litigation, audit, or claim has been finally resolved.
- C. Contractor shall make available to the County for review any documents and records that relate to the performance of duties or other requirements of this agreement. Withholding of relevant documents may result in termination of this Contract.

19. TERMINATION FOR NON-APPROPRIATION

- A. The award or continuation of this Contract is dependent upon the availability of adequate funding. The County's payment obligations are payable only and solely from funds both Appropriated and otherwise legally available for this Contract. The absence of Appropriated or other lawfully-available funds shall render the Contract null and void to the extent funds are not Appropriated or available.
- B. The County shall provide the Contractor with written notice of the failure of the County to make or receive an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or of the reduction of any Appropriation to an amount insufficient to permit the County to pay its remaining obligations under the Contract.

20. TERMINATION WITHOUT CAUSE

The County shall have the right to terminate this Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. The County shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purpose, for all goods delivered, services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

21. DISPOSITION OF GRANT FUNDS UPON TERMINATION

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

22. RETURN OF CASH ADVANCE AND COUNTY PURCHASED EQUIPMENT

The Contractor shall return the County's cash advance and any county-purchased equipment within 30 days of the termination of this Contract.

23. BUDGET LINE ADJUSTMENTS

The Contractor agrees to allow the County to make adjustments to the individual budget lines of this Contract when necessary and in the interests of both parties. In the event that the County needs to adjust the stated budget amounts specified in the Statements of Work of this Contract, the Contractor grants the County the right to unilaterally modify said budget lines by issuing a contract amendment that, provided the total contract amount remains unchanged, will not require the signature of the Contractor.

24. 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.