

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Community Services

**DATE:** 06/16/20

**REQUESTED ACTION:** Clark County Council approval of two interlocal agreements with Clark Public Utilities to fund and administer the Low Income Home Energy Assistance Program and permission for the County Manager to sign both agreements and all subsequent amendments.

Consent     Hearing     County Manager

**BACKGROUND**

Both interlocal agreements will be fully funded by Low Income Home Energy Assistance Program (LIHEAP) grants. These grants are federally-funded block grants administered by the U. S. Department of Health and Human Services. This funding is awarded to Clark County through the Washington Department of Commerce. LIHEAP funds provide energy assistance to households whose incomes are at or below 125% of the federal poverty level. In addition, the program can provide heating and cooling system repair and limited rental assistance to help families remain stable, especially households that are vulnerable such as the elderly, the disabled, and households with young children.

In 2016, Clark County entered into a five-year, \$10,000,000 interlocal agreement with Clark Public Utilities to administer the grant-funded LIHEAP program. That agreement will be spent out in September 2020 and replaced with a new five-year agreement in the amount of \$15,000,000. A second agreement, in the amount of \$664,500, will be executed with additional LIHEAP funding provided through the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

**COUNCIL POLICY IMPLICATIONS**

None

**ADMINISTRATIVE POLICY IMPLICATIONS**

None

**COMMUNITY OUTREACH**

None

**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	
LIHEAP Grant Fund Dollar Amount*	Not to exceed \$15,000,000 from LIHEAP grant #21-32606-058 and future annual extensions
CARES Grant Fund Dollar Amount**	\$664,500 from LIHEAP grant #20-3260C-058
Account	Fund 1936
Company Name	Clark Public Utilities

**DISTRIBUTION:**

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

For questions please contact Michael Torres at 564-397-7801.

*Michael Torres* 6/10/2020  
\_\_\_\_\_  
Michael Torres  
Program Manager

*Vanessa Gaston* 6/10/2020  
\_\_\_\_\_  
Vanessa Gaston  
Director

APPROVED: *Eileen Durand*  
\_\_\_\_\_  
CLARK COUNTY COUNCIL  
CLARK COUNTY, WASHINGTON  
DATE: June 16, 2020  
SR#: 080-20



APPROVED: \_\_\_\_\_  
Kathleen Otto, Interim County Manager  
  
DATE: \_\_\_\_\_

**BUDGET IMPACT ATTACHMENT – CARES Act Grant \$664,500**

**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 Year		Next Year		Second Year	
	GF	Total	GF	Total	GF	Total
9012 1936 Weatherization/Energy Fund		\$360,000		\$358,050		
<b>Total</b>	\$0	\$360,000	\$0	\$358,050	\$0	\$0

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

LIHEAP CARES Act grant

**Part III: Estimated Expenditures**

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Year		Next Year		Second Year	
		GF	Total	GF	Total	GF	Total
9012 1936 Weatherization/Energy Fund	0.33		\$360,000		\$358,050		
<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		\$10,000		\$10,000		
Contractual		\$333,225		\$331,275		
Supplies						
Travel						
Other controllables		\$16,775		\$16,775		
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	\$0	\$360,000	\$0	\$358,050	\$0	\$0

**INTERLOCAL AGREEMENT #2020-CPU-01**

between

**CLARK COUNTY**

P.O. Box 5000, Vancouver, WA 98666-5000

and

**CLARK PUBLIC UTILITIES**

P.O. Box 8900, Vancouver, WA 98668-8900

**Program:** Low Income Home Energy Assistance Program (LIHEAP)  
Contract Period: October 1, 2020 to March 31, 2026  
Total Contract Amount: Not to Exceed \$15,000,000  
Funding Source: LIHEAP (Fund 1936/9012)  
DUNS Number: 044111037  
CFDA Number: 93.568  
Procurement Process: Interlocal Agreement

<b>CPU Program Contact</b>	<b>CPU Fiscal Contact</b>	<b>Clark County Program Contact</b>	<b>Clark County Fiscal Contact</b>
Gretchen Alexander 360.992.3583 <a href="mailto:galexander@clarkpud.com">galexander@clarkpud.com</a>	Melissa Ankeny 360.992.3495 <a href="mailto:mankenyt@clarkpud.com">mankenyt@clarkpud.com</a>	Samantha Whitley 564.397.7842 <a href="mailto:samantha.whitley@clark.wa.gov">samantha.whitley@clark.wa.gov</a>	Rhonda Hills 564.397.7836 <a href="mailto:rhonda.hills@clark.wa.gov">rhonda.hills@clark.wa.gov</a>

By signing below, Clark County, hereinafter referred to as the "County," and Clark Public Utilities, hereinafter referred to as "CPU," agree to the terms of this Contract as well as the Clark County Department of Community Services General Terms and Conditions, as amended, which are attached hereto.

**FOR CLARK COUNTY:**

**FOR CLARK PUBLIC UTILITIES:**

\_\_\_\_\_  
Kathleen Otto, Interim County Manager

\_\_\_\_\_  
Lena Wittler, General Manager

APPROVED AS TO FORM ONLY:

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Amanda Migchelbrink  
Deputy Prosecuting Attorney

\_\_\_\_\_  
John Eldridge  
CPU Legal Counsel

**STATEMENT OF WORK #1  
INTERLOCAL CONTRACT #2020-CPU-01  
CLARK PUBLIC UTILITIES**

**1. PROGRAM DESCRIPTION**

- 1.1. CPU shall administer and deliver energy assistance in accordance with the Low-Income Home Energy Act of 1981, the LIHEAP policies and procedures, and applicable federal and state statutes and regulations. The County agrees to assist CPU in the implementation of policies and procedures related to the provision of LIHEAP services. Energy assistance services include, but are not limited to, the following activities:
  - 1.1.1. Direct Services: Screen all people seeking assistance for their energy needs, including electric, gas, oil, wood, propane, etc. Direct services include all payments made to, or on behalf of, eligible low-income households up to the maximum benefit determined
  - 1.1.2. Determine client eligibility and benefits for LIHEAP
  - 1.1.3. Work with people to identify their best payment/funding options
  - 1.1.4. Assist in coordinating benefits for the household
  - 1.1.5. Determine client eligibility for Other Emergency Services (OES), refer clients to DCS in a timely manner, and input necessary OES information into the database
  - 1.1.6. Refer households to the County's Weatherization Assistance and Housing Preservation programs
  - 1.1.7. Refer people to other agencies when appropriate
  - 1.1.8. Conduct outreach to the public regarding the LIHEAP program
  - 1.1.9. Engage in energy conservation education activities which encourage and enable households to reduce their home energy needs and thus the need for energy assistance; distribution and tracking of education kits
  - 1.1.10. Perform activities directly related to benefits such as determination assistance, outreach, information resource and referral, case management, and crisis services necessary to serve eligible households
  - 1.1.11. Provide shelter to eligible households until a heat related crisis situation can be resolved. Temporary shelter may be provided to an eligible household with a 14-day eviction notice, through an agreement that is signed by the landlord to secure the residence for a full calendar month within program limits.

- a. Temporary shelter assistance expenditures are limited to 5% of the total LIHEAP EAP Budget.
- b. Client Files must document the request and/or need for the service.

1.2. Federal Award Identification:

The County classifies this agreement as a Subaward.

Subrecipient Name	Clark Public Utilities
Subrecipient Unique Entity Identifier	DUNS Number 044111037
Federal Award Identification Number (FAIN)	21-32606-058 and its successors
Federal Award Date	10/01/19 to the County
Subaward Period of Performance	10/01/20 – 03/31/26
Amount of Federal Funds Obligated for this Contract	Varies based on annual funding
Total Federal Funds Obligated to Subrecipient	Varies based on annual funding
Total Amount of the Federal Award Committed	Varies based on annual funding
Federal Award Project Description	Low-Income Home Energy Assistance (LIHEAP)
Federal Awarding Agency	U.S. Department of Health and Human Services (HHS)
Pass-through Entity and Contact Name	Clark County; Michael Torres
CFDA Number	93.568
CFDA Name	Low-Income Home Energy Assistance
Is this award R&D?	No
Indirect Cost Rate for the Federal Award	Varies

**2. CPU RESPONSIBILITIES**

- 2.1. Provide staff support for the LIHEAP program, consistent with the program budget.
- 2.2. Contract for automated scheduling and provide intake services to determine client eligibility and benefit determination for the LIHEAP program. Telephone answering services shall be available 24 hours per day, seven days per week, and client intake services shall be available between 8:00 a.m. and 5:00 p.m., Monday through Friday. Additional client intake hours will be made available as needed to accommodate individual circumstances.
- 2.3. If requested by the County, CPU shall submit program staff timesheets quarterly, to the County Program Contact.
- 2.4. Spending Targets:
  - 2.4.1. Every three months, the County will review CPU’s level of planned performance compared to the actual performance. There are four annual target periods, listed as follows:

Target Period 1	October 1 – December 31
Target Period 2	January 1 – March 31
Target Period 3	April 1 – June 30
Target Period 4	July 1 – September 30
Target Period 5	October 1 – December 31
Target Period 6	January 1 – March 31

- 2.4.2. Actual performance will be based on the following requirements. These requirements may be lowered or postponed by the County Program Contact in writing.
  - 2.4.2.1. By the end of each target period 1, CPU shall achieve fifty percent (50%) of its spending target projections
  - 2.4.2.2. By the end of each target period 2, CPU shall achieve eighty percent (80%) of its spending target projections
  - 2.4.2.3. By the end of each target period 3, CPU shall achieve eighty five (85%) of its spending target projections
  - 2.4.2.4. By the end of each target period 5, CPU shall achieve ninety percent (90%) of its spending target projections
  
- 2.5. Non-Electric Energy Assistance:
  - 2.5.1. Provide LIHEAP assistance to all qualified applicants, regardless of the applicants' heat source.
  - 2.5.2. Enter into contracts with vendors who supply non-electric types of home heating energy using the Low Income Home Energy Assistance Vendor Agreement. Any modifications to the Vendor Agreement shall be submitted to the County for review prior to use by CPU.
  - 2.5.3. As part of the applicant's eligibility determination, CPU shall communicate with other energy vendors and LIHEAP funds shall be paid to the household's primary heating vendor directly, or to the household as a last resort. The reason for a payment to a household shall be documented in the client file.
  
- 2.6. Conservation Education:
  - 2.6.1. CPU shall provide conservation education for program participants as defined in the LIHEAP Policies and Procedures.
  - 2.6.2. A participant conservation education plan shall be included in the LIHEAP Application Packet.
  
- 2.7. Outreach:
  - 2.7.1. CPU shall provide an outreach plan
  - 2.7.2. The outreach plan shall be included in the LIHEAP Application Packet
  - 2.7.3. Outreach activities shall include provisions to focus outreach to the priority groups described in Policy 4.2.0 (Informing Population About Program Availability).

- 2.8. Intake:
- 2.8.1. CPU shall perform intake appointments in office and provide a phone appointment option. Home visits or mailed applications shall be available to homebound clients. CPU will continue to facilitate new approaches to reach new households in its serviced area with information about the Energy Assistance Program.
  - 2.8.2. CPU shall provide information regarding other energy assistance programs to applicants in order to maximize the applicants' opportunities for assistance.
- 2.9. CPU shall screen callers and office drop-ins for possible referral to Clark County's Weatherization Assistance, Housing Preservation and/or Heat System Repairs or Replacement programs. CPU shall perform intake appointments in office and provide a phone appointment option. Home visits or mailed applications shall be available to homebound clients. CPU will continue to facilitate new approaches to reach new households in its serviced area with information about the Energy Assistance Program.
- 2.10. CPU shall follow Policy 4.8.0, Fair Hearings – The Opportunity to Appeal, to resolve a client grievance or complaint.
- 2.11. CPU shall follow the data management requirements in Policy 4.6.0, Submitting Household Information Forms (HIF) Data to Commerce.
- 2.12. CPU shall be culturally competent in the delivery of services. CPU shall not deny participants access to the program on the basis of race, color, sex, sexual orientation, gender identity, national origin, disability, age, marital status or familial status.

### **3. COUNTY RESPONSIBILITIES**

- 3.1. The County shall provide training and technical assistance to CPU staff who perform or supervise the activities detailed in the Contract.
- 3.2. The County will conduct client file monitoring during the Contract period to ensure quality of service and compliance. Ten percent of client files will be reviewed each month to check client eligibility and for complete, accurate file documentation.
- 3.3. The County will pay CPU for administrative and program support for the LIHEAP Program per the Budget Summary for this contract period.
- 3.4. The County will monitor CPU expenditures monthly to assure the spending is in compliance with the LIHEAP projections in the County's contract with the State of Washington.

### **4. CONTRACT PERIOD AND BUDGET AUTHORITY**

- 4.1. The contract period is shown on the face sheet of this contract. Services must be provided and billable costs incurred within the contract period.

- 4.2. Annual amounts for this Contract shall be communicated to CPU in writing and are contingent upon the County's receipt of funding from the Washington State Department of Commerce.

**SPECIAL TERMS AND CONDITIONS  
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM**

**1. PURPOSE AND BACKGROUND**

- 1.1. This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34, between Clark County, Washington, a political subdivision of the State of Washington, and Clark Public Utilities, a municipal corporation in the State of Washington. Pursuant to RCW 39.34, prior to its entry into force this contract shall be filed with the county auditor or, alternatively, listed by subject on CPU's public website or other electronically retrievable public source.
- 1.2. The Low Income Home Energy Assistance Program (LIHEAP), authorized by the Low Income Home Energy Assistance Act of 1981, the Omnibus Budget Reconciliation Act of 1981, the Energy Policy Act of 2005, Public Law 109-58, is a block grant issued by the Department of Health and Human Services, Office of Administration for Children and Families to the State of Washington Department of Commerce (Commerce). Clark County contracts with Commerce to operate the program locally, and CPU desires to administer the duties and responsibilities of the LIHEAP program. The objective of the LIHEAP program is to assist eligible households in meeting the costs of home energy.
- 1.3. The purpose of this Contract is to provide for the administration of the LIHEAP program by CPU. Both parties desire to reduce to writing their understanding related to the administrative duties and responsibilities of said LIHEAP program.

**2. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

CPU agrees that any publication (written, visual or sound) but excluding press releases, newsletters, and issue analyses, issued by CPU describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by the Low Income Home Energy Assistance Program (LIHEAP) awarded by the Department of Health and Human Services (HHS). Points of view in this document are those of the author and do not necessarily represent the official position or policies of HHS. Grant funds are administered by the Washington State Department of Commerce.”

**3. ADMINISTRATIVE COSTS**

- 3.1. Administrative costs are costs of a general nature incurred in the provision of energy assistance but not clearly identified with a particular program. These costs shall include, but not be limited to, planning, budgeting and accounting, establishment and direction of CPU policies, goals and objectives, and client intake and eligibility determination.

3.2. CPU shall comply with 2 C.F.R. Part 200.

**4. ALLOCATION OF INDIRECT COSTS AND DETERMINATION OF INDIRECT COST RATES**

CPU shall use the federal cost principles specified in 2 C.F.R. Part 200.

**5. ANTICIPATORY COSTS**

Allowable costs under this Contract shall include costs incurred by CPU from the beginning of the Contract period for activities allowable under the terms of this Contract as if this Contract had been in effect during that period, provided that all costs shall not exceed the maximum amount of this Contract. No payment for allowable costs shall be made under this Contract until it has been signed by all parties.

**6. ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by CPU without the prior written consent of the County.

**7. PAYMENT PROCEDURES**

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

7.1. CPU 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 CPU's name, address, contract number, month of service, Statement of Work number, and a payment request form.

7.2. To receive payment for all cost reimbursement statements of work, CPU shall submit a summary of expenses incurred, accompanied by general ledger detail if available, otherwise copies of original receipts must be provided.

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

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

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

7.2.2. If CPU allocates costs, a copy of an allocation method, plan or approved indirect cost rate shall be submitted to Clark County Community Services Finance Staff prior to the first invoice being reimbursed. Approval will be

made in writing and copied to both CPU and the contract file. CPU will submit one of the following documents to meet this requirement:

- 7.2.2.1. Cost Allocation Plan that defines how direct, shared and administrative costs are allocated; or
  - 7.2.2.2. A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.
  - 7.2.2.3 A federally-approved indirect cost rate approved by CPU's federal cognizant agency.
- 7.3. Payment to CPU shall be processed within 15 days after receipt of a complete and correct invoice, and a complete and accurate general ledger detail itemization.
  - 7.4. 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; however administrative funds may be used to pay for program costs.
  - 7.5. CPU 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, CPU grants the County the right to unilaterally modify said budget lines that, provided the total contract amount remains unchanged, will not require the written approval of CPU.
  - 7.6. Duplication of Billed Costs: CPU shall not bill for services performed under this Contract and the County will not pay CPU, if CPU is entitled to payment or has been or will be paid by any other source, including grants, for that service.
  - 7.7. The fringe benefits eligible for reimbursement under this Contract (e.g. retirement and insurance benefits) are based on 66% of the actual amounts paid to employees while they are performing services under a Statement of Work.

## **8. CONFIDENTIALITY, SAFEGUARDING OF INFORMATION AND CLIENT PRIVACY STANDARDS**

- 8.1. "Confidential Information" as used in this section includes:
  - 8.1.1. All material provided to CPU by the County or Commerce that is designated as "confidential" by Commerce;
  - 8.1.2. All material produced by CPU that is designated as "confidential" by Commerce; and;
  - 8.1.3. All personal information in the possession of CPU that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other

identifying numbers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- 8.2. CPU shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. CPU shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the County or as may be required by law. CPU shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, CPU shall provide its policies and procedures on confidentiality. Commerce or the County may require changes to such policies and procedures as they apply to this Contract whenever the Commerce or the County reasonably determines that changes are necessary to prevent unauthorized disclosures. CPU shall make the changes within the time period specified by Commerce or the County. Upon request, CPU shall immediately return to Commerce or the County any Confidential Information that Commerce or the County reasonably determines has not been adequately protected by CPU against unauthorized disclosure.
- 8.3. Unauthorized Use or Disclosure. CPU shall notify the County within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
- 8.4. CPU shall provide to the County certification by the Executive Director certifying that CPU has on file a statement of confidentiality for each of CPU’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.

## **9. CORRECTIVE ACTION**

- 9.1. CPU shall provide the services specified in this Contract. If the County identifies a Contract violation or a performance deficiency, it shall notify CPU in writing, and CPU shall submit a corrective action plan within 30 days from the day the County’s written notice is sent.
- 9.2. The County will approve or disapprove CPU's corrective action plan, in writing, within 14 days of receipt of the plan. If the plan is satisfactory, follow-up will be required from CPU to ensure the deficiency is corrected. If subsequent efforts by CPU do not correct the deficiency, or a corrective action plan is not completed by CPU within 30 days, or the plan is deemed unsatisfactory by the County, the County will take appropriate action, which may include termination of the Contract.

## **10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION**

- 10.1. 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.
- 10.2. 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.
- 10.3. Before entering into a “covered transaction” with another party at the next lower tier, CPU 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. CPU may do this by:
    - 10.3.1. Checking the federal Excluded Parties List System at [sam.gov](http://sam.gov); or
    - 10.3.2. Collecting a certification from the person or party; or
    - 10.3.3. 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.
  - 10.4. CPU 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.
  - 10.5. 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 CPU 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.
  - 10.6. Before hiring any new employee performing services under this contract, CPU 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 CPU *prior to* making an employment offer. Evidence of search results must be maintained in the employee’s personnel file.
  - 10.7. CPU shall maintain written documentation of its compliance with the above-stated

requirements and make said documentation available to Clark County for review upon request.

**11. DISPUTES**

If a dispute occurs between the County and CPU regarding the delivery of services under this Contract that cannot be resolved by their respective staff, the Clark County Administrator and the CPU General Manager or their designated representatives shall review the dispute and options for resolution.

**12. 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:

- 12.1. LIHEAP program policies and procedures established by the Department of Commerce, as now enacted or hereafter amended.
- 12.2. Applicable County Low-Income Home Energy Assistance Program Applications
- 12.3. CFDA Section 93.568, Low Income Home Energy Assistance
- 12.4. Department of Commerce LIHEAP Contract 21-32606-058 and subsequent Department of Commerce LIHEAP contracts associated with this Contract.

**13. DOCUMENTS ON FILE**

Documents consistent with federal and state regulations, as applicable, shall be kept on file in CPU's office and available for review. Such documents shall include but not be limited to the following:

- 13.1. Personnel policies
- 13.2. Job description
- 13.3. Organizational chart
- 13.4. Travel policies
- 13.5. Accounting Policies and Procedures
- 13.6. Articles of incorporation
- 13.7. Bylaws
- 13.8. Latest agency audit
- 13.9. Insurance policies required under this contract

13.10. Indirect cost agreement, when applicable

**14. ENTIRE CONTRACT**

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, except as provided elsewhere in the contract, 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. The parties recognize that time is of the essence in the performance of this Contract, and agree that the forgiveness of non-compliance with any provision of this Contract does not constitute a waiver of the provisions of this Contract.

**15. ETHICS/CONFLICTS OF INTEREST**

In performing under this Contract, CPU shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and other applicable state or federal law related to ethics or conflicts of interest.

**16. EMPLOYMENT VERIFICATION PROGRAM**

16.1. If the amount of this Contract is equal to or greater than \$25,000, CPU shall enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) agreeing to participate in the E-Verify Program. CPU 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.

16.2. If CPU has sub-contracts in an amount equal to or greater than \$25,000 working in support of this Contract, CPU 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.

16.3. Pre-employment searches must be conducted by CPU (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, CPU 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.

16.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: <http://www.uscis.gov/e-verify>.

**17. FEDERAL FUNDING REQUIREMENTS**

The federal funds received under this Contract have a Catalog of Federal Domestic Assistance (CFDA) Number identified in the Contract. The County and CPU, as recipients of federal funds, shall comply with grantor requirements including but not limited to those detailed or incorporated into this Contract and detailed in the Catalog of Federal Domestic Assistance. CPU certifies that it is aware of or will review the appropriate section of the CFDA and the relevant Code of Federal Regulations and other documents referenced in either the CFDA or in this Contract that provide guidance to compliance with federal requirements regarding these funds.

## **18. FINANCIAL MANAGEMENT SYSTEMS**

CPU's financial systems shall contain the following:

- 18.1. Accurate, current and complete disclosure of the financial results of each Contract
- 18.2. Records that identify the source and application of funds
- 18.3. Control over and accountability for all funds, property, and other assets
- 18.4. Comparison of actual outlays with budgeted amount for each Contract
- 18.5. Procedures that minimize the time elapsing between the transfer of funds from the County and their disbursement by CPU
- 18.6. Procedures for determining reasonableness, and allocating of costs
- 18.7. Accounting records that are supported by source documentation
- 18.8. Procedures for timely and appropriate resolution of audit findings and recommendations

## **19. FISCAL AUDIT**

- 19.1. CPU 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.
- 19.2. 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 CPU's fiscal year.
- 19.3. 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 CPU's fiscal year. The financial reports shall include:
  - 19.3.1. Non-Profit Contractors – A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows

- 19.3.2. For-Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows
- 19.3.3. Public Entities are exempt from the semi-annual financial reporting requirement
- 19.4. If CPU is a non-profit organization or public entity, and expends federal funds or has federally-funded loan balances at the end of CPU's fiscal year, CPU shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 C.F.R. §200.508. CPU shall submit the SEFA to Clark County within one-hundred-eighty (180) days of the end of CPU's fiscal year.
- 19.5. If CPU expends \$750,000 or more in federal funds during the fiscal year, a single audit is required. CPU 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.
  - 19.5.1. 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 CPU 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 CPU's fiscal year unless otherwise approved by the County in writing.
  - 19.5.2. 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 CPU'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.

**20. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Clark County.

**21. INDEMNIFICATION**

CPU hereby agrees to indemnify, defend, save and hold harmless the State of Washington Department of Commerce, all other agencies of the state and all officers, agents and

employees of the state, and the County, its officials, agents, and employees, from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of this Contract, except those caused by the negligence of the County. CPU agrees to indemnify and hold harmless the County, the State and its officers, employees and authorized agents for any damages related to CPU's unauthorized use of personal information.

## 22. INSURANCE

- 22.1. At the execution of this Contract, CPU 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. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims, before renewal, CPU 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, CPU's policy is primary and they waive their right of subrogation.
- 22.2. CPU agrees to endorse the County as an "Additional Insured" on its Commercial General Liability (CGL) or Business Owners Policy (BOP). The Additional Insured Endorsement shall read "Clark County Washington."
- 22.3. All insurers used must have an AM Best Rating of A-VII or better. All policies and renewals shall be in a form and with a carrier acceptable to the County. CPU shall maintain insurance throughout the Contract term and, if a policy is cancelled or terminated, it is CPU'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 of Insurance will be written as follows:

Clark County Community Services  
Attn: Contracts Unit  
P.O. Box 5000  
Vancouver, WA 98666-5000

- 22.4. CPU may provide evidence of self-insurance to protect against legal liability arising out of Contract activity.
- 22.5. CPU shall provide the County with proof of theft coverage. Every officer, director, employee, or agent who is authorized to act on behalf of CPU 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 theft coverage secured shall be \$100,000 or the highest planned reimbursement for the grant period, whichever is lowest. Crime Insurance secured

pursuant to this paragraph shall name Clark County as an additional insured.

**23. MODIFICATION**

This Contract may be amended with the mutual consent of the parties. Except as provided elsewhere in this Contract, changes shall not be valid or binding upon either party unless such change is in writing by contract modification and executed by both parties.

**24. MONITORING AND EVALUATION**

24.1. CPU shall furnish reports, statements, records, data and other information to the County, state, Federal, or other funding agencies at such times and on such forms as are specified by each contract and are supplied by the County. CPU agrees to cooperate and participate in the County's monitoring and evaluation process, including desk reviews of documentation and billings submitted by CPU.

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

**25. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

25.1. Applicable federal statutes and regulations

25.2. Applicable state of Washington statutes and regulations

25.3. Department of Commerce LIHEAP Contract 21-32606-058, as amended

25.4. Special Terms and Conditions contained in this Contract

25.5. Statement of Work in this Contract

25.6. LIHEAP Policies and Procedures

**26. PERFORMANCE STANDARDS AND LICENSING**

CPU shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards, additional requirements contained in Statement of Work of this Contract, and any other standards or criteria established by the County or the State to assure quality of services necessary for the performance of this Contract.

**27. PROCUREMENT**

- 27.1. CPU must establish procurement policies and procedures in accordance with 2 C.F.R. Part 200, for all purchases funded by this contract.
- 27.2. CPU must receive prior written approval from the County for using funds from this contract to enter into a sole source contract or a contract where only one bid or proposal is received.

**28. NONDISCRIMINATION AND PROTECTION OF INDIVIDUAL RIGHTS**

During the performance of this Contract, CPU shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of CPU'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 CPU may be declared ineligible for further Contracts with the County. CPU shall, however, be given a reasonable time in which to cure this noncompliance.

**29. RECORDS RETENTION**

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

- 29.1. 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.
- 29.2. The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer, if applicable.
- 29.3. Any record with a longer retention schedule for purposes of public records disclosure required by The Revised Code of Washington (RCW).

**30. RELATIONSHIP OF THE PARTIES**

The parties intend that an independent CPU/County relationship will be created by this Contract. No agent, employee, or representative of the CPU shall be deemed to be an employee, agent, representative of the County for any purpose, and the employees of the CPU are not entitled to any of the benefits the County provides for County employees. CPU will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors, or otherwise during the performance of this Contract.

**31. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the

validity of the remainder of the contract.

### **32. SUBCONTRACTING**

32.1. Neither CPU nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the County. In no event shall the existence of the subcontract operate to release or reduce the liability of CPU to the County for any breach in the performance of CPU's duties. This clause does not include contracts of employment between CPU and personnel assigned to work under this Contract.

32.2. Additionally, CPU is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are carried forward to any subcontracts. CPU and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

### **33. SURVIVAL**

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

### **34. TERMINATION**

34.1. 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 CPU 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.

34.2. The County shall have the right to terminate this Contract, in whole or in part, without cause, upon ten (10) calendar days' prior written notice.

Upon receipt of a notice of termination by the County, CPU shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. If this Contract is so terminated, County shall be liable only for payment required under the terms of the Contract for services rendered or goods delivered prior to the effective date of the termination.

34.3. CPU may terminate this Contract for a substantial and material breach by the County upon ten (10) days prior written notice.

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

**35. PROPERTY**

The parties will not acquire any jointly-owned real or personal property in connection with the performance of this Agreement. Upon termination, any real or personal property used or acquired by the County or CPU in connection with the performance of this Agreement shall be disposed of by that party as it shall determine in its discretion.

**36. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by the parties.

**37. CLAIMS OR DAMAGES**

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

**38. POLITICAL ACTIVITIES**

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



*Clark County Community Services serves a key role in our community, providing federal, state, and local funding to the county's most vulnerable populations. The department serves a wide range of needs, including homelessness assistance, behavioral health crisis and prevention services, employment and early intervention for those with developmental disabilities, youth support programs, and community development activities.*

### **MISSION**

*Clark County Community Services supports, through partnerships, all people in our community to increase their well-being and economic security.*

### **VISION**

*We work to create a thriving community where people are valued and have the resources they need to flourish.*

### **VALUES**

- *People*
- *Collaboration and Partnerships*
- *Diversity and Inclusion*
- *Accountability*
- *Education*
- *Positivity*
- *Innovation*

# CLARK COUNTY COMMUNITY SERVICES GENERAL TERMS AND CONDITIONS

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## **CLARK COUNTY COMMUNITY SERVICES GENERAL TERMS AND CONDITIONS**

These GENERAL TERMS AND CONDITIONS are a required part of the Clark County Community Services contracting process and shall apply whenever the Contractor and the County execute a contract and shall only apply to services performed under such agreement.

The "Contractor" referenced throughout this document is identified in each Contract executed by Clark County Community Services. The "County" means Clark County. "Contract" means the associated contract, as amended, which incorporates these General Terms and Conditions.

To satisfy federal and state grant requirements, the "Contractor" is also referred to as "lower tier Grantee" in this document.

### **1. ACCESS, MONITORING, AND INSPECTIONS**

1.1. Contractor agrees to cooperate and participate in the County's monitoring and evaluation process. The Contractor shall furnish documents, reports, statements, records, data, and other information to County, state, federal, or other funding agencies at such times and on such forms as are specified by the County. This may include agreements the Contractor has with other entities.

1.2. Contractor grants the County the right of access to examine or transcribe any records, books, financial statements, papers, and documents relating to this Contract. The Contractor's records, books, financial statements, papers, and documents, with respect to all matters, shall be subject at all times to inspection, review or audit by County, federal, or state officials during the performance of a contract with the County and during the period of document retention.

### **2. AMERICANS WITH DISABILITIES ACT**

Contractor shall comply with federal, state and local non-discrimination laws relating to disabilities, including, but not limited to, the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq) and 28 C.F.R. Part 35, which provide comprehensive protection to individuals with disabilities.

### **3. ANTI-LOBBYING**

3.1. By signing this Contract, the Contractor certifies that, to the best of its knowledge and belief, no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- 3.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with a federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3.3. If applicable, Contractor shall require that the language of paragraph 1 and 2 of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.4. No funds from the State of Washington shall be used for supporting or opposing ballot measures or the candidacy of any person for public office.

#### 4. APPLICABILITY OF LAW

- 4.1. This Contract is and shall be construed as being executed and delivered within the State of Washington and it is mutually agreed by the Contractor and the County that all contracts and contract modifications between the Contractor and the County shall be governed by laws of the State of Washington as to both interpretation and performance.
- 4.2. Venue shall be Clark County, Washington.

#### 5. ASSIGNMENT AND SUBCONTRACTING

- 5.1. The Contractor shall not assign, delegate, or subcontract for any work required in this Contract without the prior written consent of the County.
- 5.2. The County shall have the right to inspect and to approve or reject any subcontract document, and the Contractor shall provide a copy of any subcontract to the County no later than 30 calendar days prior to the execution of such subcontract.
- 5.3. Any subcontract shall be in writing.

#### 6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

- 6.1. By signing this Contract, the Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded (Excluded Person) from participating in any federally-funded program by any federal department or agency, and that no owner, director, officer, or partner with an ownership or control interest in the Contractor is an Excluded Person. In addition, Contractor certifies that no employee or subcontractor of Contractor who will perform work directly or indirectly under this Contract is an Excluded Person.

- 6.2. 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, and voluntarily excluded,” as used in this clause, have the meanings set out in Title 2 C.F.R. Part 180.
- 6.3. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction [this section is required, without modification, by County granting agencies].

#### 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 Contract, such Grantee shall attach an explanation to this Contract.
- 6.4. Before entering into a “covered transaction” with another party at the next lower tier, the Contractor agrees by signing this Contract that it shall 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:
- 6.4.1. Checking the Federal Excluded Parties List System at [www.sam.gov](http://www.sam.gov); or
- 6.4.2. Collecting a certification from the person or party; or
- 6.4.3. 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.
- 6.5. 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. Contractor further agrees that it will fully comply with all requirements established in Title 2 C.F.R. Part 180, including its obligation to pass the requirement to comply with Title 2 C.F.R. Part 180 to each person or entity with whom the Contractor enters into a covered transaction at the next lower level.
- 6.6. The certifications in this clause are 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.
- 6.7. 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.

- 6.8. 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.

## 7. CLAIMS OR DAMAGES

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

## 8. CLOSE-OUT

- 8.1. Upon receipt of an approved Contractor invoice, the County will process payment to the Contractor for allowable costs or earned payments that are due prior to the date of expiration or termination.
- 8.2. Within thirty (30) days after the date of expiration of a contract, the Contractor shall submit all financial, performance, and other reports required by each contract.
- 8.3. If requested by the County, the Contractor shall cooperate in a program audit by the County or its designee.

## 9. CONFIDENTIALITY AND PRIVACY

- 9.1. If Contractor will encounter protected health information while performing services under this Contract, the Contractor shall have internal policies and procedures related to the privacy and the security of protected health information in compliance with state and federal guidelines. By signing this Contract, the Contractor certifies that it is compliant with the applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et seq. and 45 CFR parts 160, 162 and 164; the Health Information Technology for Economic and Clinical Health Act (HITECH Act or "the Act") part of the American Recovery and Reinvestment Act of 2009 (ARRA); the Omnibus Rule that modifies the HIPAA and HITECH Act, 42 CFR Part 2; and all applicable state (e.g. RCW 70.02) and federal privacy regulations.
- 9.2. If Contractor will encounter protected health information while performing services under this contract, Contractor further certifies that it has on file a signed Statement of Confidentiality for all staff, subcontractors, or volunteers who have access to confidential client information.
- 9.3. If requested by the County, Contractor shall provide the County with copies of the signed Statement of Confidentiality documents referenced in this section.

- 9.4. If requested by the County, Contractor shall provide the County with an annual Confidentiality Certification in a format acceptable to the County before January 15<sup>th</sup> of each year.
- 9.5. Unless waived by the County in writing, if Contractor will encounter protected health information while performing services under this Contract, then it must sign a “Business Associate Agreement and Qualified Service Organization Agreement” with the County.
- 9.6. 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 disclose to unauthorized persons any confidential or personal information that is not directly connected with the performance of the services contemplated in this contract, except with written consent of the person or legal representative of the person who is the subject of the personal information. The written consent must state which personal information may be shared and to whom the personal information will be shared.
- 9.7. Personal and confidential information includes, but is not limited to, information related to a person’s name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver’s license number or other identifying numbers, and information in the possession of the Contractor that may not be disclosed under state or federal law.
- 9.8. The Contractor shall protect and maintain all personal and confidential information against unauthorized use, access, disclosure, modification, or loss and in accordance with state and federal law regarding confidentiality. This duty requires the Contractor to employ reasonable security measures, which include restricting access to personal and confidential information only to staff members who have a business need to view the information, and by securing records in locked cabinets while not in use. The Contractor shall have a written policy and procedure to implement this duty.

10. CONFLICT OF INTEREST

- 10.1. Contractor certifies that no principal, director, officer, employee, agent, consultant, officer, elected official or appointed official has violated the Ethics in Public Service Act (RCW chapters 42.23 and 42.52), or any similar statute involving the Contractor in the procurement of or performance under this Contract.
- 10.2. Contractor shall identify to the County any person employed or previously employed in any capacity by the state of Washington that worked on the funding sources for this Contract, including but not limited to, formulating or drafting legislation, participating in grant procurement planning and execution, and awarding grants.
- 10.3. The Contractor shall comply with 24 C.F.R. §570.611 regarding any potential conflict of interest.
  - 10.3.1. In the procurement of supplies, equipment, construction, and services by

recipients and by subrecipients, the **conflict of interest** provisions in 24 C.F.R. §85.36 and 24 C.F.R. §84.42, respectively, shall apply.

10.3.2. In all cases not governed by 24 C.F.R. §85.36 and §84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 C.F.R. §570.202, grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 C.F.R. §570.203, §570.204, §570.455, or §570.703(i)).

## 11. CONSUMER RIGHTS

The Contractor shall comply with state and federal non-discrimination laws. 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; 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.

## 12. CONTRACT NUMBER

The Contractor agrees to list the number of this Contract on all correspondence, communications, reports, vouchers, and such other data concerning this Contract or delivered hereunder.

## 13. CONTRACT PERIOD

13.1. Unless otherwise provided in this Contract, the contract period is shown on the first page of the Contract. Services must be provided and billable costs incurred within the contract period. The first page of the Contract is also referred to as the “Face Sheet.”

13.2. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project, not to exceed 120 days unless a different hold-over period is agreed to in writing.

13.3. The Contractor shall have an additional thirty (30) days following the expiration of the contract to submit reports and to complete non-billable end-of-contract activities.

## 14. COPYRIGHT

- 14.1. "Materials" means all items in any format and includes, but is not limited to data, reports, maps, charts, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, HTML code, films, tapes, and/or sound reproductions.
- 14.2. Unless otherwise provided in this Contract, all Materials produced under this contract shall be considered "works for hire," as defined by the U.S. Copyright Act, and shall be owned by the County. The County shall be considered author of such Materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
- 14.3. In the event the Materials are not considered "works for hire," the Contractor hereby irrevocably assigns to the County all rights, title, and interest in all Materials, including intellectual property rights, moral rights, and rights of publicity, effective from the moment of creation of such Materials.
- 14.4. For Materials that are delivered under this Contract but that incorporate pre-existing materials not produced under this Contract, the Contractor hereby grants to the County a nonexclusive, royalty-free, irrevocable license in such Materials, with rights to sublease to others. The County may translate, reproduce, distribute, prepare derivative works, publicly perform, and publically display such Materials. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the County.

## 15. CORRECTIVE ACTION

- 15.1. The Contractor is required to meet all of the terms and conditions in these General Terms and Conditions, as well as all terms and conditions in the Statement(s) of Work, Special Terms and Conditions, and contract exhibits, and to perform as required in this Contract. Should a contract violation or a performance deficiency be identified by the County, the County may, at its sole discretion, provide the Contractor with a written notice requiring immediate corrective action, or terminate the contract.
- 15.2. If the County provides the Contractor with a written notice of corrective action, the Contractor must submit a corrective action plan within fourteen (14) calendar days from the date of the notice.
- 15.3. The County will approve or disapprove the Contractor's corrective action plan in writing. If approved, the Contractor shall implement the plan and ensure correction of the deficiency. If the Contractor does not correct the deficiency, submit a corrective action plan within fourteen (14) calendar days, or the County deems the plan unsatisfactory, the County may terminate this Contract in whole or in part.
- 15.4. Notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand-delivery, to the receiving party at the address listed on the signature page or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if

delivered by mail, or the date upon which such notice is personally delivered in writing.

16. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Contract may be signed electronically and exchanged by electronic transmission, including by email, and executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one-and-the same instrument.

17. COVENANT AGAINST CONTINGENT FEES

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

18. DUPLICATION OF COSTS

The Contractor certifies that work for services billed under this Contract does not duplicate any work to be charged to any other source.

19. EMPLOYMENT VERIFICATION PROGRAM

19.1. 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 this Contract.

19.2. If the Contractor has a subcontract in an amount equal to or greater than \$25,000 working in support of this Contract, the Contractor is responsible for ensuring the subcontractor provide a DHS MOU or proof of pending application within 30 days after this Contract start date.

19.3. Employment eligibility 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 subcontractors assigned to perform work under this Contract.

19.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: <http://www.uscis.gov/e-verify>.

20. ENTIRE CONTRACT

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. Except as otherwise provided in this Contract, any modification shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of this Contract and cause for termination. The parties recognize that time is of the essence in the performance of this Contract.

21. FAIR HOUSING AND NON-DISCRIMINATION

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

21.2. In accordance with the decision in *United States v. Windsor*, 133 S. Ct. 2675 (June 26, 2013), and section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively.

22. FEDERAL FUNDING REQUIREMENTS

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

22.2. If the Contractor receives federal funds, Contractor shall maintain a current registration in the System for Award Management (SAM) registry. Contractor shall also register for and maintain an active Dun & Bradstreet DUNS number.

22.3. If the Contractor receives federal funds, in awarding contracts pursuant to this Contract, the Contractor shall comply with all applicable federal, state, and local law for awarding contracts, including but not limited to procedures for competitive bidding required by 2 C.F.R. Part 200.

22.4. For contracts funded by the U.S. Department of Health and Human Services (HHS), Contractor shall disclose in writing, in a timely manner, to the County and to the HHS Office of Inspector General, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the

federal award.

- 22.5. If the Contractor receives federal funds, Contractor shall not:
  - 22.5.1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 22.5.2. Procure a commercial sex act during the period of time that the award is in effect;
  - 22.5.3. Use forced labor in the performance of the award or subawards under the award.

### 23. FISCAL REQUIREMENTS

- 23.1. The Contractor is required to comply with Generally Accepted Accounting Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP) that meet the financial management systems requirements of this Contract. The requirement in this section may be met either by submission of an annual independent auditor's report or by the submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year, if an annual audit is not performed.
- 23.2. The Contractor shall comply with applicable requirements of 2 C.F.R. Part 200, including any future amendments, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.
- 23.3. The Contractor shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 C.F.R §200.508, if the Contractor (1) expends \$750,000 or more in federal awards during the Contractor's fiscal year, or (2) the Contractor is a State Auditor's Office BARS user, regardless of expenditure level.
- 23.4. If the Contractor expends \$750,000 or more in federal funds during the fiscal year, an independent audit report is required. A copy of the audit report shall be submitted to the County. Copies of other financial records may also be required.
  - 23.4.1. Non-Profit Contractors and Public Entities - The audit report shall meet Title 2 C.F.R Part 200 requirements with assurances of financial record keeping that will enable identification of all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. Title 2 C.F.R Part 200 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.
  - 23.4.2. 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 shall be submitted. 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.

- 23.5. The Contractor shall provide to the County a corrective action plan for any audit findings within thirty (30) days of having received the auditor's report. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received by the County.
- 23.6. If there is no audit requirement, the Contractor shall submit to the County semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year. These reports shall be submitted within forty-five days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:
  - 23.6.1. Non-Profit Contractors - A Statement of Financial Position, Statement of Activities, Statement of Changes in Net Assets, and Statement of Cash Flows.
  - 23.6.2. For-Profit Contractors - A Balance Sheet, Income Statement, and Statement of Cash Flows.
  - 23.6.3. Public Entities are exempt from the semi-annual financial reporting requirement.
  - 23.6.4. The County may waive the semi-annual reporting requirement in writing if the Contractor's total contract amount is less than \$25,000 or if this Contract is a Personal/Professional Services contract.

#### 24. GRIEVANCE AND COMPLAINT PROCEDURES

If required by a granting agency, the Contractor shall have a grievance procedure and a complaint procedure. Both procedures shall be in writing and shall include timelines for filing a grievance or a complaint. The complaint procedure shall be developed in compliance with federal law regarding discrimination and include timelines for response or action and shall be available to any individual requesting a copy. The grievance process should include both formal and informal process steps, including an arbitration process, if needed. The County shall be notified when a grievance requires formal arbitration. Upon request by the County, County shall review and approve the Contractor's grievance and complaint procedures.

#### 25. INDEMNIFICATION

- 25.1. The Contractor does release, indemnify, and promise to defend and hold harmless the County, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims arising from work performed under this agreement. This includes costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement.

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

## 26. INSURANCE

At the execution of this Contract, the Contractor shall provide the County with proof of the following insurance coverage. Proof shall be on an ACORD Certificate(s) of Liability Insurance. Each certificate shall show the coverage, deductible, and policy period.

### 26.1. COMMERCIAL GENERAL LIABILITY

\$1,000,000 in annually renewing occurrence-based Commercial General Liability (CGL) coverage or a Business Owners Policy (BOP) showing the broker of record, insurance limits, and renewal dates. The insurance must be maintained throughout the term of this Contract. In no event shall the deductible exceed \$5,000. 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. The Contractor agrees that its policy is primary and waives its right of subrogation.

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."

### 26.2. AUTOMOBILE LIABILITY

If vehicles are to be used in the performance of work under this Contract, the Contractor shall provide the County with proof of \$1,000,000 in annually renewing occurrence-based automobile coverage for all owned, used, or leased vehicles. The insurance must be maintained throughout the term of this Contract. If vehicles are not used, the Contractor shall provide the County with a written declaration on company letterhead, that no vehicles will be used in the performance of the Contract.

### 26.3. FIDELITY INSURANCE

If the Contractor receives \$10,000 or more per year in funding from a granting agency, the Contractor shall provide the County with proof of Fidelity Insurance. The insurance must be maintained throughout the term of this Contract. 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 for 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 either \$100,000 or the highest planned reimbursement for the contract period, whichever is lowest. Fidelity Insurance secured pursuant to this paragraph shall name Clark County as beneficiary.

#### 26.4. ADDITIONAL INSURANCE REQUIREMENTS

All insurers must have an A.M. 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 its premises. In addition, 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. Clark County shall be the named insured. The address for all certificates shall be written as follows: Clark County Washington Community Services, Attn: Contracts Unit, PO Box 5000, Vancouver, WA 98666-5000.

#### 27. INTERPRETATION OF CONTRACT

This agreement contains the General Terms and Conditions agreed upon by the parties. In the event of an inconsistency or conflict appearing in this Contract, the following provisions apply:

27.1. The order of precedence is as follows:

27.1.1. Federal statutes and regulations

27.1.2. State statutes and regulations

27.1.3. Statement(s) of Work

27.1.4. Special Terms and Conditions

27.1.5. Clark County Community Services General Terms and Conditions, as now established or hereafter amended.

27.1.6. The Contractor's proposal

27.2. Where a term of these General Terms and Conditions conflicts with a term of an associated contract, the term of the associated contract controls. If such interpretation would violate a federal or state statute or contract agreement, the term shall be interpreted in a manner to comply with federal and state statutes and contract agreements.

28. LICENSING AND PROGRAM STANDARDS

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

29. LIMITED ENGLISH PROFICIENCY

The Contractor shall comply with Executive Order No. 13166 and take necessary and appropriate actions to ensure that persons with Limited English Proficiency (LEP) have meaningful access and equal opportunity to participate in services, activities, programs, and other benefits associated with this Contract.

30. NON-APPROPRIATION

30.1. In the event that funding to the County from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of a contract and prior to its normal completion, the County may immediately terminate this Contract in whole or in part by providing the Contractor notice.

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

31. NON-SUBSTITUTION FOR LOCAL FUNDING

The Contractor shall not use funds provided under this Contract to supplant local, state, or other federal funds. The Contractor shall not use these funds to replace funding that would otherwise be made available to the Contractor had this funding not been provided.

32. PAY EQUITY

The Contractor agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

32.1. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and

the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

32.2. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

32.2.1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

32.2.2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

32.2.3. A bona fide regional difference in compensation level must be: consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

### 33. PAYMENT PROVISIONS

#### 33.1. PROVISIONS FOR ALL CONTRACTS

33.1.1. No payment to the Contractor shall be made for any service performed by the Contractor that is not within the scope of this Contract.

33.1.2. In the event that federal, state, County, or independent auditors determine that the Contractor has requested and received payment from the County for expenses or services that are outside the scope of a contract and/or not allowed by law or County policy, the County may withhold or suspend payment to the Contractor until such time as disallowed costs are recovered and any corrective action process has been completed.

33.1.3. Unless otherwise provided in this Contract, no administration costs are allowed.

33.1.4. The Contractor may be required to submit invoices on a County-approved form accompanied by required reports and documentation.

33.1.5. Invoices shall be submitted to the County no later than the 15<sup>th</sup> of the month following the month when services were provided.

33.1.6. The County will make payment to Contractor as soon as practicable but not more than thirty (30) days after an invoice is received and approved by the County unless other payment arrangements are approved by the County.

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

- 33.1.8. The Contractor agrees to allow the County to make adjustments to the budget lines and/or project schedule of this Contract when necessary and in the interests of both parties, provided the total contract amount remains unchanged.
- 33.1.9. For construction projects subject to Federal Labor Standards Provisions (Davis-Bacon), the County shall reserve the final 10% of grant funds budgeted on the construction line item (as specified in the Budget Summary) pending the County's receipt of a complete and correct set of certified payrolls from project contractor(s). The final billing for retainage shall include copies of all executed change orders and the final project cost.

### 33.2. PROVISIONS FOR COST REIMBURSEMENT CONTRACTS

Invoices shall adequately describe expenses incurred, and identify the month and year of service and the contract number. The invoices shall be categorized by statement of work/work order, and be accompanied by adequate general ledger detail. Copies of original receipts shall also be provided if requested by the County.

- 33.2.1. For direct costs, detail shall include:
  - 33.2.1.1. Salaries and benefits: name or employee ID number, salary/benefits paid, and dates.
  - 33.2.1.2. Other direct costs: vendor name(s), dates of service, and amount.
  - 33.2.1.3. Professional Development: reimbursement requests shall include copies of original receipts and event documentation or an event description. Reimbursement for all professional development expenses, which include related travel costs, will only be allowed after event has occurred.
- 33.2.2. For allocated indirect costs, the Contractor shall provide a copy of an allocation method or plan to the County for review and written approval by the County prior to the first invoice being reimbursed. The Contractor shall submit one of the following documents to meet this requirement:
  - 33.2.2.1. Cost Allocation Plan that defines how direct, shared, and administrative costs are allocated; or;
  - 33.2.2.2. A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.

### 33.3. PROVISIONS FOR FEE-FOR-SERVICE CONTRACTS

- 33.3.1. Invoices shall adequately identify services being billed, the month and year of service, the contract number, and be categorized by statement of

work/work order.

- 33.3.2. When the contract ends, the Contractor must submit a final request for payment within thirty (30) days following the end date.

#### 34. PROHIBITION AGAINST POLITICAL ACTIVITY AND RELIGIOUS ACTIVITY

- 34.1. The Contractor shall not use contract funds or identify contract funds in a manner supporting any partisan or nonpartisan political activity, nor for any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election or any voter registration activity.
- 34.2. The Contractor shall not use program funds to support inherently religious activities such as religious instruction, worship, or proselytization. Contractor must take steps to separate, in time or location, inherently religious activities from the services funded under this Contract.
- 34.3. The Contractor agrees that no funds provided nor personnel employed under this Contract shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, Chapter 15 of Title V, United States Code.

#### 35. PROTECTION OF INDIVIDUAL RIGHTS

- 35.1. Clark County is an equal opportunity employer.
- 35.2. The Contractor shall comply with all federal, state, and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, gender identity, marital status, race, color, national origin, religion, disability, or familial status.
- 35.3. In the event of the Contractor's non-compliance or refusal to comply, the County may terminate this Contract in whole or in part.

#### 36. PUBLICITY

- 36.1. In all news releases and other public notices related to this Contract, the Contractor shall include information identifying the source of funds as U.S. Department of Health and Human Services or other funding source as applicable, and Clark County.
- 36.2. Contractor shall not publish or use any advertising or publicity materials in which the U.S. Department of Health and Human Services, other funding source as applicable, or Clark County's name is mentioned, or in which language is used which may reasonably be inferred or implied, without the prior written consent of the County.

#### 37. RECORDS RETENTION

- 37.1. Required records shall be retained for a period of at least six (6) years from the expiration or termination date of this Contract except as follows:

- 37.1.1. Records that are the subject of audit finding or a legal proceeding shall be retained for the minimum period or until such audit findings or legal proceeding has been resolved, whichever is later.
  - 37.1.2. Records for real property and equipment shall be retained for the minimum period from the date of disposition, replacement, or transfer at the direction of the County.
  - 37.1.3. Any record with a longer retention schedule for purposes of public records disclosure shall be retained as required by the Revised Code of Washington (RCW).
- 37.2. If requested by the County and to the extent allowed by law, at the end of the records retention period Contractor shall return confidential information to the County or certify in writing the destruction of the confidential information.

38. RECOVERY OF PAYMENT

If the County makes payment for goods or services that were claimed in error or were not allowable costs under the terms of this Contract, the Contractor shall repay the County promptly and fully cooperate with the County in its recovery efforts.

39. RELATIONSHIP OF THE PARTIES

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

40. SERVICES AND ACTIVITIES TO ETHNIC MINORITIES AND DIVERSE POPULATIONS

The Contractor shall:

- 40.1. Ensure that all services and activities provided by the Contractor (and any subcontractors) shall be designed and delivered in a manner sensitive to the needs of ethnic minorities and diverse populations.
- 40.2. Initiate actions to ensure or improve access, retention, and cultural relevance of treatment, prevention, or other services for ethnic minorities and other diverse populations.

40.3. Work to strengthen working relationships with other agencies serving ethnic minorities and other diverse population.

41. SEVERABILITY

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

42. STANDARDS FOR FISCAL ACCOUNTABILITY

42.1. Contractor shall establish a proper accounting system in accordance with generally accepted accounting standards or County directives.

42.2. If required by the State of Washington or by this Contract, the Contractor shall maintain books, records, documents, and accounting procedures and practices that accurately reflect all direct and indirect costs and income related to the performance of each contract. Such fiscal books, records, documents, reports, and other data shall be retained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," hereinafter referred to as "BARS," or equivalent accounting method, to allow costs to be tracked to specific revenue sources.

42.3. The County shall have the right to monitor and audit Contractor's fiscal components to ensure that actual expenditures remain consistent with the terms of this Contract.

43. SURVIVABILITY

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Contract shall so survive. Examples of terms that survive are records retention, fiscal audit, and indemnification requirements, as well as affordability requirements included in many HUD-funded contracts.

44. 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 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.

The United States Public Health Services (PHS) strongly encourages all grant recipients and contractors to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

#### 45. TRAVEL

For contracts that allow travel reimbursement, Contractor shall comply with the Clark County Travel Policy. All mileage reimbursement requests shall include date, location, and event documentation or an event description, and mileage and rates. Payment for travel expenses will be made on a reimbursement basis only.

45.1. The following travel related expenses are allowable costs if incurred in conjunction with travel for the performance of work under contract with Clark County.

45.1.1. Actual costs of air, bus, train, taxi, tolls, car rentals and parking fees. Personal automobile usage will be reimbursed at the prevailing Clark County rate per mile.

45.1.2. Mileage shall be calculated from the Contractor's business location to the travel destination. In instances where personal automobile usage exceeds the cost of airfare, reimbursement will be limited to the cost of traveling to the same destination by coach class airfare.

45.1.3. The actual cost of hotel accommodations at the single occupancy rate is an allowable expense when traveling on business required under this Contract. The lowest possible rate should be requested. An itemized receipt is required with each reimbursement request.

45.1.4. Meals are reimbursed on a per diem rate for overnight stays as established by Clark County. Receipts are not required. For current rules and rates, see:

<https://www.clark.wa.gov/community-services/contract-information>.

45.1.5. Other reasonable and ordinary expenses that are related to the performance of the contract and incurred by the Contractor while on official business. Examples of these costs are registration fees, expedited shipping, and specialized software subscriptions. Itemized receipts are required.

45.2. It is expected that travel for business conducted in Vancouver, WA will be based upon the per diem rates established for the Vancouver, WA per diem locality, without regard to actual location of lodging.

46. WAIVER OF DEFAULT

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract.

**INTERLOCAL AGREEMENT #2020-CPU-CV01**

between

**CLARK COUNTY**

P.O. Box 5000, Vancouver, WA 98666-5000

and

**CLARK PUBLIC UTILITIES**

P.O. Box 8900, Vancouver, WA 98668-8900

**Program:** CARES Act - Low Income Home Energy Assistance Program (LIHEAP)  
**Contract Period:** June 1, 2020 to September 30, 2021  
**Total Contract Amount:** Not to Exceed \$664,500  
**Funding Source:** LIHEAP CARES Act (Fund 1936/9012)  
**DUNS Number:** 044111037  
**CFDA Number:** 93.568  
**Procurement Process:** Interlocal Agreement

<b>CPU Program Contact</b>	<b>CPU Fiscal Contact</b>	<b>Clark County Program Contact</b>	<b>Clark County Fiscal Contact</b>
Gretchen Alexander 360.992.3583 galexander@clarkpud.com	Melissa Ankeny 360.992.3495 mankeny@clarkpud.com	Samantha Whitley 564.397.7842 samantha.whitley@clark.wa.gov	Rhonda Hills 564.397.7836 rhonda.hills@clark.wa.gov

By signing below, Clark County, hereinafter referred to as the "County," and Clark Public Utilities, hereinafter referred to as "CPU," agree to the terms of this Contract as well as the Clark County Department of Community Services General Terms and Conditions, as amended, which are attached hereto.

**FOR CLARK COUNTY:**

**FOR CLARK PUBLIC UTILITIES:**

\_\_\_\_\_  
Kathleen Otto, Interim County Manager

\_\_\_\_\_  
Lena Wittler, General Manager

APPROVED AS TO FORM ONLY:

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Amanda Migchelbrink  
Deputy Prosecuting Attorney

\_\_\_\_\_  
John Eldridge  
CPU Legal Counsel

**BUDGET SUMMARY  
 INTERLOCAL CONTRACT #2020-CPU-CV01  
 CLARK PUBLIC UTILITIES**

Contract Year 03/27/20 through 09/30/21

CATEGORY	ASSISTANCE TYPE	PAYMENT TYPE	REVENUE SOURCE	AMOUNT
Direct Services	Energy Assistance	Cost Reimbursement	LIHEAP Fund 1936/9012)	\$538,073
Other Direct Services				\$58,640
Conservation Education				\$33,317
Administration				\$34,470
<b>TOTAL</b>				<b>\$664,500</b>

**STATEMENT OF WORK #1  
INTERLOCAL CONTRACT #2020-CPU-CV01  
CLARK PUBLIC UTILITIES**

**1. PROGRAM DESCRIPTION**

- 1.1. This agreement is made possible through funding received by the County from the 2020 CARES Act - Low Income Home Energy Assistance Program (LIHEAP) awarded by the Department of Health and Human Services. CPU shall perform all services in accordance with the LIHEAP COVID -19 Emergency Declaration Contingent Benefit Clarifications and Frequently Asked Questions guidance provided by Commerce. The normal terms and conditions applicable to the Low Income Home Energy Assistance Program (LIHEAP) at 42 U.S.C. § 8621 et seq. and 45 C.F.R. Part 96 apply to these funds.

With this funding, CPU shall administer and deliver energy assistance in accordance with the Low-Income Home Energy Act of 1981, the LIHEAP policies and procedures, and applicable federal and state statutes and regulations. The County agrees to assist CPU in the implementation of policies and procedures related to the provision of LIHEAP services. Energy assistance services include, but are not limited to, the following activities:

- 1.1.1. Direct Services: Screen all people seeking assistance for their energy needs, including electric, gas, oil, wood, propane, etc. Direct services include all payments made to, or on behalf of, eligible low-income households up to the maximum benefit determined
- 1.1.2. Determine client eligibility and benefits for LIHEAP. To be eligible for a COVID-19 crisis benefit, a household must qualify for LIHEAP at 125% FPL AND have received (or will receive) a LIHEAP or LIRAP benefit in the current program year.
- 1.1.3. Work with people to identify their best payment/funding options
- 1.1.4. Assist in coordinating benefits for the household
- 1.1.5. Determine client eligibility for Other Emergency Services (OES), refer clients to DCS in a timely manner, and input necessary OES information into the database
- 1.1.6. Refer households to the County's Weatherization Assistance and Housing Preservation programs
- 1.1.7. Refer people to other agencies when appropriate
- 1.1.8. Conduct outreach to the public regarding the LIHEAP program
- 1.1.9. Engage in energy conservation education activities which encourage and enable households to reduce their home energy needs and thus the need for energy assistance; distribution and tracking of education kits

- 1.1.10. Perform activities directly related to benefits such as determination assistance, outreach, information resource and referral, case management, and crisis services necessary to serve eligible households
- 1.1.11. Provide shelter to an eligible household until a heat related crisis situation can be resolved. Temporary shelter may be provided to an eligible household with a 14-day eviction notice through an agreement that is signed by the landlord to secure the residence for a full calendar month within program limits.
  - a. Temporary shelter assistance expenditures are limited to 15% of the total LIHEAP EAP Budget.
  - b. Client Files must document the request and/or need for the service.

1.2. Federal Award Identification:

The County classifies this agreement as a Subaward.

Subrecipient Name	Clark Public Utilities
Subrecipient Unique Entity Identifier	DUNS Number 044111037
Federal Award Identification Number (FAIN)	20-3260C-058
Federal Award Date	03/27/20 to the County
Subaward Period of Performance	06/01/20 – 09/30/21
Amount of Federal Funds Obligated for this Contract	\$664,500
Total Federal Funds Obligated to Subrecipient	\$664,500
Total Amount of the Federal Award Committed	\$664,500 of \$718,050
Federal Award Project Description	Low-Income Home Energy Assistance (LIHEAP) (CARES Act)
Federal Awarding Agency	U.S. Department of Health and Human Services (HHS)
Pass-through Entity and Contact Name	Clark County; Michael Torres
CFDA Number	93.568
CFDA Name	Low-Income Home Energy Assistance
Is this award R&D?	No
Indirect Cost Rate for the Federal Award	Varies

**2. CPU RESPONSIBILITIES**

- 2.1. Provide staff support for the LIHEAP program, consistent with the program budget.
- 2.2. Contract for automated scheduling and provide intake services to determine client eligibility and benefit determination for the LIHEAP program. Telephone answering services shall be available 24 hours per day, seven days per week, and client intake services shall be available between 8:00 a.m. and 5:00 p.m., Monday through Friday. Additional client intake hours will be made available as needed to accommodate individual circumstances.
- 2.3. If requested by the County, CPU shall submit program staff timesheets quarterly, to the County Program Contact.

2.4. Spending Targets:

2.4.1. Every three months, the County will review CPU's level of planned performance compared to the actual performance. There are six annual target periods, listed as follows:

Target Period 1	April 1 – June 30
Target Period 2	July 1 – September 30
Target Period 3	October 1 – December 31
Target Period 4	January 1 – March 31
Target Period 5	April 1 – June 30
Target Period 6	July 1 – September 30

2.4.2. Actual performance will be based on the following requirements. These requirements may be lowered or postponed by the County Program Contact in writing.

2.4.2.1. By the end of the target period 3, CPU shall achieve eighty percent (80%) of its spending target projections

2.4.2.2. By the end of the target period 4, CPU shall achieve eighty five percent (85%) of its spending target projections

2.4.2.3. By the end of the target period 5, CPU shall achieve ninety percent (90%) of its spending target projections

2.5. Non-Electric Energy Assistance:

2.5.1. Provide LIHEAP assistance to all qualified applicants, regardless of the applicants' heat source.

2.5.2. Enter into contracts with vendors who supply non-electric types of home heating energy using the Low Income Home Energy Assistance Vendor Agreement. Any modifications to the Vendor Agreement shall be submitted to the County for review prior to use by CPU.

2.5.3. As part of the applicant's eligibility determination, CPU shall communicate with other energy vendors and LIHEAP funds shall be paid to the household's primary heating vendor directly, or to the household as a last resort. The reason for a payment to a household shall be documented in the client file.

2.6. Conservation Education:

2.6.1. CPU shall provide conservation education for program participants as defined in the LIHEAP Policies and Procedures.

2.6.2. A participant conservation education plan shall be included in the LIHEAP Application Packet.

- 2.7. Outreach:
  - 2.7.1. CPU shall provide an outreach plan
  - 2.7.2. The outreach plan shall be included in the LIHEAP Application Packet
  - 2.7.3. Outreach activities should be designed to ensure that eligible households, especially households with elderly persons, persons with disabilities, non-English speaking individuals, or households which do not have adequate access to the media, are informed of the assistance available under this Contract.
- 2.8. Intake:
  - 2.8.1. CPU shall perform intake appointments in office and provide a phone appointment option. Home visits or mailed applications shall be available to homebound clients. CPU will continue to facilitate new approaches to reach new households in its serviced area with information about the Energy Assistance Program.
  - 2.8.2. CPU shall provide information regarding other energy assistance programs to applicants in order to maximize the applicants' opportunities for assistance.
- 2.9. CPU shall screen callers and office drop-ins for possible referral to Clark County's Weatherization Assistance, Housing Preservation and/or Heat System Repairs or Replacement programs. CPU shall perform intake appointments in office and provide a phone appointment option. Home visits or mailed applications shall be available to homebound clients. CPU will continue to facilitate new approaches to reach new households in its serviced area with information about the Energy Assistance Program.
- 2.10. CPU shall follow Policy 4.8.0, Fair Hearings – The Opportunity to Appeal, to resolve a client grievance or complaint.
- 2.11. CPU shall follow the data management requirements in Policy 4.6.0, Submitting Household Information Forms (HIF) Data to Commerce.
- 2.12. CPU shall be culturally competent in the delivery of services. CPU shall not deny participants access to the program on the basis of race, color, sex, sexual orientation, gender identity, national origin, disability, age, marital status or familial status.

### **3. COUNTY RESPONSIBILITIES**

- 3.1. The County shall provide training and technical assistance to CPU staff who perform or supervise the activities detailed in the Contract.
- 3.2. The County will conduct client file monitoring during the Contract period to ensure quality of service and compliance. Ten percent of client files will be reviewed each month to check client eligibility and for complete, accurate file documentation.
- 3.3. The County will pay CPU for administrative and program support for the LIHEAP Program per the Budget Summary for this contract period.

- 3.4. The County will monitor CPU expenditures monthly to assure the spending is in compliance with the LIHEAP projections in the County's contract with the State of Washington.

#### **4. CONTRACT PERIOD AND BUDGET AUTHORITY**

- 4.1. The contract period is shown on the face sheet of this contract. Services must be provided and billable costs incurred within the contract period.

**SPECIAL TERMS AND CONDITIONS  
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM**

**1. PURPOSE AND BACKGROUND**

- 1.1. This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34, between Clark County, Washington, a political subdivision of the State of Washington, and Clark Public Utilities, a municipal corporation in the State of Washington. Pursuant to RCW 39.34, prior to its entry into force this contract shall be filed with the county auditor or, alternatively, listed by subject on CPU's public web site or other electronically retrievable public source.
- 1.2. The Low Income Home Energy Assistance Program (LIHEAP), authorized by the Low Income Home Energy Assistance Act of 1981, the Omnibus Budget Reconciliation Act of 1981, the Energy Policy Act of 2005, Public Law 109-58, is a block grant issued by the Department of Health and Human Services, Office of Administration for Children and Families to the State of Washington Department of Commerce (Commerce). Clark County contracts with Commerce to operate the program locally, and CPU desires to administer the duties and responsibilities of the LIHEAP program. The objective of the LIHEAP program is to assist eligible households in meeting the costs of home energy.
- 1.3. The purpose of this Contract is to provide for the administration of the LIHEAP program by CPU. Both parties desire to reduce to writing their understanding related to the administrative duties and responsibilities of said LIHEAP program.

**2. ACKNOWLEDGMENT OF FEDERAL FUNDING**

CPU agrees that any publication (written, visual or sound) but excluding press releases, newsletters, and issue analyses, issued by CPU describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by the 2020 CARES Act - Low Income Home Energy Assistance Program (LIHEAP) awarded by the Department of Health and Human Services (HHS). Points of view in this document are those of the author and do not necessarily represent the official position or policies of HHS. Grant funds are administered by the Washington State Department of Commerce.”

**3. ADMINISTRATIVE COSTS**

- 3.1. Administrative costs are costs of a general nature incurred in the provision of energy assistance but not clearly identified with a particular program. These costs shall include, but not be limited to, planning, budgeting and accounting, establishment and direction of CPU policies, goals and objectives, and client intake and eligibility determination.

3.2. CPU shall comply with 2 C.F.R. Part 200.

**4. ALLOCATION OF INDIRECT COSTS AND DETERMINATION OF INDIRECT COST RATES**

CPU shall use the federal cost principles specified in 2 C.F.R. Part 200.

**5. ANTICIPATORY COSTS**

Allowable costs under this Contract shall include costs incurred by CPU from the beginning of the Contract period for activities allowable under the terms of this Contract as if this Contract had been in effect during that period, provided that all costs shall not exceed the maximum amount of this Contract. No payment for allowable costs shall be made under this Contract until it has been signed by all parties.

**6. ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by CPU without the prior written consent of the County.

**7. PAYMENT PROCEDURES**

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

7.1. CPU 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 CPU's name, address, contract number, month of service, Statement of Work number, and a payment request form.

7.2. To receive payment for all cost reimbursement statements of work, CPU shall submit a summary of expenses incurred, accompanied by general ledger detail if available, otherwise copies of original receipts must be provided.

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

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

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

7.2.2. If CPU allocates costs, a copy of an allocation method or plan shall be submitted to Clark County Community Services Finance Staff prior to the first invoice being reimbursed. Approval will be made in writing and copied to both CPU and the contract file. CPU will submit one of the following documents to meet this requirement:

- 7.2.2.1. Cost Allocation Plan that defines how direct, shared and administrative costs are allocated; or
- 7.2.2.2. A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.
- 7.3. Payment to CPU shall be processed within 15 days after receipt of a complete and correct invoice, and a complete and accurate general ledger detail itemization.
- 7.4. 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.
- 7.5. CPU 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, CPU grants the County the right to unilaterally modify said budget lines that, provided the total contract amount remains unchanged, will not require the written approval of CPU.
- 7.6. Duplication of Billed Costs: CPU shall not bill for services performed under this Contract and the County will not pay CPU, if CPU is entitled to payment or has been or will be paid by any other source, including grants, for that service.
- 7.7. The fringe benefits eligible for reimbursement under this Contract (e.g. retirement and insurance benefits) are based on 66% of the actual amounts paid to employees while they are performing services under a Statement of Work.

**8. CONFIDENTIALITY, SAFEGUARDING OF INFORMATION AND CLIENT PRIVACY STANDARDS**

- 8.1. "Confidential Information" as used in this section includes:
  - 8.1.1. All material provided to CPU by the County or Commerce that is designated as "confidential" by Commerce;
  - 8.1.2. All material produced by CPU that is designated as "confidential" by Commerce; and;
  - 8.1.3. All personal information in the possession of CPU that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 8.2. CPU shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. CPU shall use Confidential

Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the County or as may be required by law. CPU shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, CPU shall provide its policies and procedures on confidentiality. Commerce or the County may require changes to such policies and procedures as they apply to this Contract whenever the Commerce or the County reasonably determines that changes are necessary to prevent unauthorized disclosures. CPU shall make the changes within the time period specified by Commerce or the County. Upon request, CPU shall immediately return to Commerce or the County any Confidential Information that Commerce or the County reasonably determines has not been adequately protected by CPU against unauthorized disclosure.

- 8.3. Unauthorized Use or Disclosure. CPU shall notify the County within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
- 8.4. CPU shall provide to the County certification by the Executive Director certifying that CPU has on file a statement of confidentiality for each of CPU'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.

## **9. CORRECTIVE ACTION**

- 9.1. CPU shall provide the services specified in this Contract. If the County identifies a Contract violation or a performance deficiency, it shall notify CPU in writing, and CPU shall submit a corrective action plan within 30 days from the day the County's written notice is sent.
- 9.2. The County will approve or disapprove CPU's corrective action plan, in writing, within 14 days of receipt of the plan. If the plan is satisfactory, follow-up will be required from CPU to ensure the deficiency is corrected. If subsequent efforts by CPU do not correct the deficiency, or a corrective action plan is not completed by CPU within 30 days, or the plan is deemed unsatisfactory by the County, the County will take appropriate action, which may include termination of the Contract.

## **10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION**

- 10.1. 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.

10.2. 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.
- 10.3. Before entering into a “covered transaction” with another party at the next lower tier, CPU 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. CPU may do this by:
- 10.3.1. Checking the federal Excluded Parties List System at [sam.gov](http://sam.gov); or
  - 10.3.2. Collecting a certification from the person or party; or
  - 10.3.3. 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.
- 10.4. CPU 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.
- 10.5. 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 CPU 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.
- 10.6. Before hiring any new employee performing services under this contract, CPU 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 CPU *prior to* making an employment offer. Evidence of search results must be maintained in the employee’s personnel file.
- 10.7. CPU shall maintain written documentation of its compliance with the above-stated requirements and make said documentation available to Clark County for review upon request.

**11. DISPUTES**

If a dispute occurs between the County and CPU regarding the delivery of services under this Contract that cannot be resolved by their respective staff, the Clark County

Administrator and the CPU General Manager or their designated representatives shall review the dispute and options for resolution.

## **12. 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:

- 12.1. LIHEAP program policies and procedures established by the Department of Commerce, as now enacted or hereafter amended.
- 12.2. Applicable County Low-Income Home Energy Assistance Program Applications
- 12.3. CFDA Section 93.568, Low Income Home Energy Assistance
- 12.4. Department of Commerce LIHEAP Contract 20-3260C-058 (CARES Act) and any subsequent Department of Commerce LIHEAP contract associated with this Contract. CPU shall follow all applicable terms of said contracts.

## **13. DOCUMENTS ON FILE**

Documents consistent with federal and state regulations, as applicable, shall be kept on file in CPU's office and available for review. Such documents shall include but not be limited to the following:

- 13.1. Personnel policies
- 13.2. Job description
- 13.3. Organizational chart
- 13.4. Travel policies
- 13.5. Accounting Policies and Procedures
- 13.6. Articles of incorporation
- 13.7. Bylaws
- 13.8. Latest agency audit
- 13.9. Insurance policies required under this contract
- 13.10. Indirect cost agreement, when applicable

## **14. ENTIRE CONTRACT**

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, except as provided elsewhere in the contract, 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. The parties recognize that time is of the essence in the performance of this Contract, and agree that the forgiveness of non-compliance with any provision of this Contract does not constitute a waiver of the provisions of this Contract.

## **15. ETHICS/CONFLICTS OF INTEREST**

In performing under this Contract, CPU shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and other applicable state or federal law related to ethics or conflicts of interest.

## **16. EMPLOYMENT VERIFICATION PROGRAM**

- 16.1. If the amount of this Contract is equal to or greater than \$25,000, CPU shall enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) agreeing to participate in the E-Verify Program. CPU 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.
- 16.2. If CPU has sub-contracts in an amount equal to or greater than \$25,000 working in support of this Contract, CPU 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.
- 16.3. Pre-employment searches must be conducted by CPU (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, CPU 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.
- 16.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: <http://www.uscis.gov/e-verify>.

## **17. FEDERAL FUNDING REQUIREMENTS**

The federal funds received under this Contract have a Catalog of Federal Domestic Assistance (CFDA) Number identified in the Contract. The County and CPU, as recipients of federal funds, shall comply with grantor requirements including but not limited to those detailed or incorporated into this Contract and detailed in the Catalog of Federal Domestic Assistance. CPU certifies that it is aware of or will review the appropriate section of the CFDA and the relevant Code of Federal Regulations and other documents referenced in either the CFDA or in this Contract that provide guidance to compliance with federal requirements regarding these funds.

## **18. FINANCIAL MANAGEMENT SYSTEMS**

CPU's financial systems shall contain the following:

- 18.1. Accurate, current and complete disclosure of the financial results of each Contract
- 18.2. Records that identify the source and application of funds
- 18.3. Control over and accountability for all funds, property, and other assets
- 18.4. Comparison of actual outlays with budgeted amount for each Contract
- 18.5. Procedures that minimize the time elapsing between the transfer of funds from the County and their disbursement by CPU
- 18.6. Procedures for determining reasonableness, and allocating of costs
- 18.7. Accounting records that are supported by source documentation
- 18.8. Procedures for timely and appropriate resolution of audit findings and recommendations

## **19. FISCAL AUDIT**

- 19.1. CPU 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.
- 19.2. 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 CPU's fiscal year.
- 19.3. 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 CPU's fiscal year. The financial reports shall include:
  - 19.3.1. Non-Profit Contractors – A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows
  - 19.3.2. For-Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows
  - 19.3.3. Public Entities are exempt from the semi-annual financial reporting requirement
- 19.4. If CPU is a non-profit organization or public entity, and expends federal funds or has federally-funded loan balances at the end of CPU's fiscal year, CPU shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 C.F.R

§200.508. CPU shall submit the SEFA to Clark County within one-hundred-eighty (180) days of the end of CPU's fiscal year.

19.5. If CPU expends \$750,000 or more in federal funds during the fiscal year, a single audit is required. CPU 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.

19.5.1. 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 CPU 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 CPU's fiscal year unless otherwise approved by the County in writing.

19.5.2. 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 CPU'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.

## 20. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Clark County.

## 21. INDEMNIFICATION

CPU hereby agrees to indemnify, defend, save and hold harmless the State of Washington Department of Commerce, all other agencies of the state and all officers, agents and employees of the state, and the County, its officials, agents, and employees, from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of this Contract, except those caused by the negligence of the County. CPU agrees to indemnify and hold harmless the County, the State and its officers, employees and authorized agents for any damages related to CPU's unauthorized use of personal information.

## 22. INSURANCE

- 22.1. At the execution of this Contract, CPU 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. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims, before renewal, CPU 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, CPU's policy is primary and they waive their right of subrogation.
- 22.2. CPU agrees to endorse the County as an "Additional Insured" on its Commercial General Liability (CGL) or Business Owners Policy (BOP). The Additional Insured Endorsement shall read "Clark County Washington."
- 22.3. All insurers used must have an AM Best Rating of A-VII or better. All policies and renewals shall be in a form and with a carrier acceptable to the County. CPU shall maintain insurance throughout the Contract term and, if a policy is cancelled or terminated, it is CPU'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 of Insurance will be written as follows:

Clark County Community Services  
Attn: Contracts Unit  
P.O. Box 5000  
Vancouver, WA 98666-5000

- 22.4. CPU may provide evidence of self-insurance to protect against legal liability arising out of Contract activity.
- 22.5. CPU shall provide the County with proof of theft coverage. Every officer, director, employee, or agent who is authorized to act on behalf of CPU 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 theft coverage secured shall be \$100,000 or the highest planned reimbursement for the grant period, whichever is lowest. Crime Insurance secured pursuant to this paragraph shall name Clark County as an additional insured.

## 23. MODIFICATION

This Contract may be amended with the mutual consent of the parties. Except as provided elsewhere in this Contract, changes shall not be valid or binding upon either party unless such change is in writing by contract modification and executed by both parties.

## **24. MONITORING AND EVALUATION**

- 24.1. CPU shall furnish reports, statements, records, data and other information to the County, state, Federal, or other funding agencies at such times and on such forms as are specified by each contract and are supplied by the County. CPU agrees to cooperate and participate in the County's monitoring and evaluation process, including desk reviews of documentation and billings submitted by CPU.
- 24.2. Monitoring and evaluation may be conducted to ensure program and fiscal accountability and effective use of funds. CPU will be notified in advance of any monitoring and/or evaluation site visits; however, the County reserves the right to conduct on-site visits without prior notification to CPU as deemed necessary. Copies of the monitoring and program evaluation instruments will be provided to CPU upon written request.

## **25. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- 25.1. Applicable federal statutes and regulations
- 25.2. Applicable state of Washington statutes and regulations
- 25.3. Department of Commerce LIHEAP Contract 20-3260C-058, as amended
- 25.4. Special Terms and Conditions contained in this Contract
- 25.5. Clark County General Terms and Conditions
- 25.6. Statement of Work in this Contract
- 25.7. LIHEAP Policies and Procedures

## **26. PERFORMANCE STANDARDS AND LICENSING**

CPU shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards, additional requirements contained in Statement of Work of this Contract, and any other standards or criteria established by the County or the State to assure quality of services necessary for the performance of this Contract.

## **27. PROCUREMENT**

- 27.1. CPU must establish procurement policies and procedures in accordance with 2 C.F.R. Part 200, for all purchases funded by this contract.
- 27.2. CPU must receive prior written approval from the County for using funds from this contract to enter into a sole source contract or a contract where only one bid or proposal is received.

## **28. NONDISCRIMINATION AND PROTECTION OF INDIVIDUAL RIGHTS**

During the performance of this Contract, CPU shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of CPU'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 CPU may be declared ineligible for further Contracts with the County. CPU shall, however, be given a reasonable time in which to cure this noncompliance.

## **29. RECORDS RETENTION**

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

- 29.1. 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.
- 29.2. The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer, if applicable.
- 29.3. Any record with a longer retention schedule for purposes of public records disclosure required by The Revised Code of Washington (RCW).

## **30. RELATIONSHIP OF THE PARTIES**

The parties intend that an independent CPU/County relationship will be created by this Contract. No agent, employee, or representative of the CPU shall be deemed to be an employee, agent, representative of the County for any purpose, and the employees of the CPU are not entitled to any of the benefits the County provides for County employees. CPU will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors, or otherwise during the performance of this Contract.

## **31. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

## **32. SUBCONTRACTING**

- 32.1. Neither CPU nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the County. In no event shall the existence of the subcontract operate to release or reduce the liability of CPU to the County for any breach in the performance of CPU's duties. This clause does not include contracts of employment between CPU

and personnel assigned to work under this Contract.

- 32.2. Additionally, CPU is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are carried forward to any subcontracts. CPU and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

### **33. SURVIVAL**

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

### **34. TERMINATION**

- 34.1. 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 CPU 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.

- 34.2. The County shall have the right to terminate this Contract, in whole or in part, without cause, upon ten (10) calendar days' prior written notice.

Upon receipt of a notice of termination by the County, CPU shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. If this Contract is so terminated, County shall be liable only for payment required under the terms of the Contract for services rendered or goods delivered prior to the effective date of the termination.

- 34.3. CPU may terminate this Contract for a substantial and material breach by the County upon ten (10) days prior written notice.

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

### **35. PROPERTY**

The parties will not acquire any jointly-owned real or personal property in connection with the performance of this Agreement. Upon termination, any real or personal property used

or acquired by the County or CPU in connection with the performance of this Agreement shall be disposed of by that party as it shall determine in its discretion.

**36. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by the parties.

**37. CLAIMS OR DAMAGES**

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

**38. POLITICAL ACTIVITIES**

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



*Clark County Community Services serves a key role in our community, providing federal, state, and local funding to the county's most vulnerable populations. The department serves a wide range of needs, including homelessness assistance, behavioral health crisis and prevention services, employment and early intervention for those with developmental disabilities, youth support programs, and community development activities.*

### **MISSION**

*Clark County Community Services supports, through partnerships, all people in our community to increase their well-being and economic security.*

### **VISION**

*We work to create a thriving community where people are valued and have the resources they need to flourish.*

### **VALUES**

- *People*
- *Collaboration and Partnerships*
- *Diversity and Inclusion*
- *Accountability*
- *Education*
- *Positivity*
- *Innovation*

# CLARK COUNTY COMMUNITY SERVICES GENERAL TERMS AND CONDITIONS

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## CLARK COUNTY COMMUNITY SERVICES GENERAL TERMS AND CONDITIONS

These GENERAL TERMS AND CONDITIONS are a required part of the Clark County Community Services contracting process and shall apply whenever the Contractor and the County execute a contract and shall only apply to services performed under such agreement.

The “Contractor” referenced throughout this document is identified in each Contract executed by Clark County Community Services. The “County” means Clark County. “Contract” means the associated contract, as amended, which incorporates these General Terms and Conditions.

To satisfy federal and state grant requirements, the “Contractor” is also referred to as “lower tier Grantee” in this document.

### 1. ACCESS, MONITORING, AND INSPECTIONS

- 1.1. Contractor agrees to cooperate and participate in the County's monitoring and evaluation process. The Contractor shall furnish documents, reports, statements, records, data, and other information to County, state, federal, or other funding agencies at such times and on such forms as are specified by the County. This may include agreements the Contractor has with other entities.
- 1.2. Contractor grants the County the right of access to examine or transcribe any records, books, financial statements, papers, and documents relating to this Contract. The Contractor's records, books, financial statements, papers, and documents, with respect to all matters, shall be subject at all times to inspection, review or audit by County, federal, or state officials during the performance of a contract with the County and during the period of document retention.

### 2. AMERICANS WITH DISABILITIES ACT

Contractor shall comply with federal, state and local non-discrimination laws relating to disabilities, including, but not limited to, the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq) and 28 C.F.R. Part 35, which provide comprehensive protection to individuals with disabilities.

### 3. ANTI-LOBBYING

- 3.1. By signing this Contract, the Contractor certifies that, to the best of its knowledge and belief, no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 3.2. If any funds other than federal appropriated funds have been paid or will be paid to

any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with a federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 3.3. If applicable, Contractor shall require that the language of paragraph 1 and 2 of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.4. No funds from the State of Washington shall be used for supporting or opposing ballot measures or the candidacy of any person for public office.

#### 4. APPLICABILITY OF LAW

- 4.1. This Contract is and shall be construed as being executed and delivered within the State of Washington and it is mutually agreed by the Contractor and the County that all contracts and contract modifications between the Contractor and the County shall be governed by laws of the State of Washington as to both interpretation and performance.
- 4.2. Venue shall be Clark County, Washington.

#### 5. ASSIGNMENT AND SUBCONTRACTING

- 5.1. The Contractor shall not assign, delegate, or subcontract for any work required in this Contract without the prior written consent of the County.
- 5.2. The County shall have the right to inspect and to approve or reject any subcontract document, and the Contractor shall provide a copy of any subcontract to the County no later than 30 calendar days prior to the execution of such subcontract.
- 5.3. Any subcontract shall be in writing.

#### 6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

- 6.1. By signing this Contract, the Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded (Excluded Person) from participating in any federally-funded program by any federal department or agency, and that no owner, director, officer, or partner with an ownership or control interest in the Contractor is an Excluded Person. In addition, Contractor certifies that no employee or subcontractor of Contractor who will perform work directly or indirectly under this Contract is an Excluded Person.
- 6.2. 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, and voluntarily excluded,” as used in this clause, have the meanings set out in Title 2 C.F.R. Part 180.

- 6.3. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction [this section is required, without modification, by County granting agencies].

#### 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 Contract, such Grantee shall attach an explanation to this Contract.
- 6.4. Before entering into a “covered transaction” with another party at the next lower tier, the Contractor agrees by signing this Contract that it shall 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:
- 6.4.1. Checking the Federal Excluded Parties List System at [www.sam.gov](http://www.sam.gov); or
- 6.4.2. Collecting a certification from the person or party; or
- 6.4.3. 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.
- 6.5. 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. Contractor further agrees that it will fully comply with all requirements established in Title 2 C.F.R. Part 180, including its obligation to pass the requirement to comply with Title 2 C.F.R. Part 180 to each person or entity with whom the Contractor enters into a covered transaction at the next lower level.
- 6.6. The certifications in this clause are 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.

- 6.7. 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.
- 6.8. 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.

## 7. CLAIMS OR DAMAGES

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

## 8. CLOSE-OUT

- 8.1. Upon receipt of an approved Contractor invoice, the County will process payment to the Contractor for allowable costs or earned payments that are due prior to the date of expiration or termination.
- 8.2. Within thirty (30) days after the date of expiration of a contract, the Contractor shall submit all financial, performance, and other reports required by each contract.
- 8.3. If requested by the County, the Contractor shall cooperate in a program audit by the County or its designee.

## 9. CONFIDENTIALITY AND PRIVACY

- 9.1. If Contractor will encounter protected health information while performing services under this Contract, the Contractor shall have internal policies and procedures related to the privacy and the security of protected health information in compliance with state and federal guidelines. By signing this Contract, the Contractor certifies that it is compliant with the applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et seq. and 45 CFR parts 160, 162 and 164; the Health Information Technology for Economic and Clinical Health Act (HITECH Act or "the Act") part of the American Recovery and Reinvestment Act of 2009 (ARRA); the Omnibus Rule that modifies the HIPAA and HITECH Act, 42 CFR Part 2; and all applicable state (e.g. RCW 70.02) and federal privacy regulations.

- 9.2. If Contractor will encounter protected health information while performing services under this contract, Contractor further certifies that it has on file a signed Statement of Confidentiality for all staff, subcontractors, or volunteers who have access to confidential client information.
- 9.3. If requested by the County, Contractor shall provide the County with copies of the signed Statement of Confidentiality documents referenced in this section.
- 9.4. If requested by the County, Contractor shall provide the County with an annual Confidentiality Certification in a format acceptable to the County before January 15<sup>th</sup> of each year.
- 9.5. Unless waived by the County in writing, if Contractor will encounter protected health information while performing services under this Contract, then it must sign a "Business Associate Agreement and Qualified Service Organization Agreement" with the County.
- 9.6. 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 disclose to unauthorized persons any confidential or personal information that is not directly connected with the performance of the services contemplated in this contract, except with written consent of the person or legal representative of the person who is the subject of the personal information. The written consent must state which personal information may be shared and to whom the personal information will be shared.
- 9.7. Personal and confidential information includes, but is not limited to, information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number or other identifying numbers, and information in the possession of the Contractor that may not be disclosed under state or federal law.
- 9.8. The Contractor shall protect and maintain all personal and confidential information against unauthorized use, access, disclosure, modification, or loss and in accordance with state and federal law regarding confidentiality. This duty requires the Contractor to employ reasonable security measures, which include restricting access to personal and confidential information only to staff members who have a business need to view the information, and by securing records in locked cabinets while not in use. The Contractor shall have a written policy and procedure to implement this duty.

## 10. CONFLICT OF INTEREST

- 10.1. Contractor certifies that no principal, director, officer, employee, agent, consultant, officer, elected official or appointed official has violated the Ethics in Public Service Act (RCW chapters 42.23 and 42.52), or any similar statute involving the Contractor in the procurement of or performance under this Contract.
- 10.2. Contractor shall identify to the County any person employed or previously employed in any capacity by the state of Washington that worked on the funding sources for

this Contract, including but not limited to, formulating or drafting legislation, participating in grant procurement planning and execution, and awarding grants.

10.3. The Contractor shall comply with 24 C.F.R. §570.611 regarding any potential conflict of interest.

10.3.1. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the **conflict of interest** provisions in 24 C.F.R. §85.36 and 24 C.F.R. §84.42, respectively, shall apply.

10.3.2. In all cases not governed by 24 C.F.R. §85.36 and §84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 C.F.R. §570.202, grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 C.F.R. §570.203, §570.204, §570.455, or §570.703(i)).

## 11. CONSUMER RIGHTS

The Contractor shall comply with state and federal non-discrimination laws. 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; 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.

## 12. CONTRACT NUMBER

The Contractor agrees to list the number of this Contract on all correspondence, communications, reports, vouchers, and such other data concerning this Contract or delivered hereunder.

## 13. CONTRACT PERIOD

13.1. Unless otherwise provided in this Contract, the contract period is shown on the first page of the Contract. Services must be provided and billable costs incurred within the contract period. The first page of the Contract is also referred to as the “Face Sheet.”

13.2. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project, not to exceed 120 days unless a different hold-over period is agreed to in writing.

13.3. The Contractor shall have an additional thirty (30) days following the expiration of

the contract to submit reports and to complete non-billable end-of-contract activities.

#### 14. COPYRIGHT

- 14.1. "Materials" means all items in any format and includes, but is not limited to data, reports, maps, charts, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, HTML code, films, tapes, and/or sound reproductions.
- 14.2. Unless otherwise provided in this Contract, all Materials produced under this contract shall be considered "works for hire," as defined by the U.S. Copyright Act, and shall be owned by the County. The County shall be considered author of such Materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
- 14.3. In the event the Materials are not considered "works for hire," the Contractor hereby irrevocably assigns to the County all rights, title, and interest in all Materials, including intellectual property rights, moral rights, and rights of publicity, effective from the moment of creation of such Materials.
- 14.4. For Materials that are delivered under this Contract but that incorporate pre-existing materials not produced under this Contract, the Contractor hereby grants to the County a nonexclusive, royalty-free, irrevocable license in such Materials, with rights to sublease to others. The County may translate, reproduce, distribute, prepare derivative works, publicly perform, and publically display such Materials. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the County.

#### 15. CORRECTIVE ACTION

- 15.1. The Contractor is required to meet all of the terms and conditions in these General Terms and Conditions, as well as all terms and conditions in the Statement(s) of Work, Special Terms and Conditions, and contract exhibits, and to perform as required in this Contract. Should a contract violation or a performance deficiency be identified by the County, the County may, at its sole discretion, provide the Contractor with a written notice requiring immediate corrective action, or terminate the contract.
- 15.2. If the County provides the Contractor with a written notice of corrective action, the Contractor must submit a corrective action plan within fourteen (14) calendar days from the date of the notice.
- 15.3. The County will approve or disapprove the Contractor's corrective action plan in writing. If approved, the Contractor shall implement the plan and ensure correction of the deficiency. If the Contractor does not correct the deficiency, submit a corrective action plan within fourteen (14) calendar days, or the County deems the plan unsatisfactory, the County may terminate this Contract in whole or in part.

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

16. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Contract may be signed electronically and exchanged by electronic transmission, including by email, and executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one-and-the same instrument.

17. COVENANT AGAINST CONTINGENT FEES

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

18. DUPLICATION OF COSTS

The Contractor certifies that work for services billed under this Contract does not duplicate any work to be charged to any other source.

19. EMPLOYMENT VERIFICATION PROGRAM

19.1. 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 this Contract.

19.2. If the Contractor has a subcontract in an amount equal to or greater than \$25,000 working in support of this Contract, the Contractor is responsible for ensuring the subcontractor provide a DHS MOU or proof of pending application within 30 days after this Contract start date.

19.3. Employment eligibility 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 perform work under this Contract.

- 19.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: <http://www.uscis.gov/e-verify>.

## 20. ENTIRE CONTRACT

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. Except as otherwise provided in this Contract, any modification shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of this Contract and cause for termination. The parties recognize that time is of the essence in the performance of this Contract.

## 21. FAIR HOUSING AND NON-DISCRIMINATION

- 21.1. The Contractor shall comply with all local, state, and federal fair housing and non-discrimination laws, regulations, and policies. Contractor shall take necessary and appropriate actions to prevent discrimination in rental units assisted through the contracted funding sources.
- 21.2. In accordance with the decision in *United States v. Windsor*, 133 S. Ct. 2675 (June 26, 2013), and section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively.

## 22. FEDERAL FUNDING REQUIREMENTS

- 22.1. Any federal funds received under this agreement will have a Catalog of Federal Domestic Assistance (CFDA) Number identified in the Contract. Contractor's that receive federal funds shall comply with all grantor requirements including, but not limited to, those detailed or incorporated into this Contract and detailed in the Catalog of Federal Domestic Assistance. The Contractor certifies that it is aware of or will review the appropriate section of the CFDA, the relevant Code of Federal Regulations, and other documents referenced in either the CFDA or in this Contract that provide guidance to compliance with federal funding requirements.
- 22.2. If the Contractor receives federal funds, Contractor shall maintain a current registration in the System for Award Management (SAM) registry. Contractor shall also register for and maintain an active Dun & Bradstreet DUNS number.
- 22.3. If the Contractor receives federal funds, in awarding contracts pursuant to this Contract, the Contractor shall comply with all applicable federal, state, and local law for awarding contracts, including but not limited to procedures for competitive bidding required by 2 C.F.R. Part 200.
- 22.4. For contracts funded by the U.S. Department of Health and Human Services (HHS),

Contractor shall disclose in writing, in a timely manner, to the County and to the HHS Office of Inspector General, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

- 22.5. If the Contractor receives federal funds, Contractor shall not:
- 22.5.1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 22.5.2. Procure a commercial sex act during the period of time that the award is in effect;
  - 22.5.3. Use forced labor in the performance of the award or subawards under the award.

### 23. FISCAL REQUIREMENTS

- 23.1. The Contractor is required to comply with Generally Accepted Accounting Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP) that meet the financial management systems requirements of this Contract. The requirement in this section may be met either by submission of an annual independent auditor's report or by the submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year, if an annual audit is not performed.
- 23.2. The Contractor shall comply with applicable requirements of 2 C.F.R. Part 200, including any future amendments, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.
- 23.3. The Contractor shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 C.F.R. §200.508, if the Contractor (1) expends \$750,000 or more in federal awards during the Contractor's fiscal year, or (2) the Contractor is a State Auditor's Office BARS user, regardless of expenditure level.
- 23.4. If the Contractor expends \$750,000 or more in federal funds during the fiscal year, an independent audit report is required. A copy of the audit report shall be submitted to the County. Copies of other financial records may also be required.
- 23.4.1. Non-Profit Contractors and Public Entities - The audit report shall meet Title 2 C.F.R Part 200 requirements with assurances of financial record keeping that will enable identification of all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. Title 2 C.F.R Part 200 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.
  - 23.4.2. 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

shall be submitted. 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.

- 23.5. The Contractor shall provide to the County a corrective action plan for any audit findings within thirty (30) days of having received the auditor's report. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received by the County.
- 23.6. If there is no audit requirement, the Contractor shall submit to the County semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year. These reports shall be submitted within forty-five days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:
  - 23.6.1. Non-Profit Contractors - A Statement of Financial Position, Statement of Activities, Statement of Changes in Net Assets, and Statement of Cash Flows.
  - 23.6.2. For-Profit Contractors - A Balance Sheet, Income Statement, and Statement of Cash Flows.
  - 23.6.3. Public Entities are exempt from the semi-annual financial reporting requirement.
  - 23.6.4. The County may waive the semi-annual reporting requirement in writing if the Contractor's total contract amount is less than \$25,000 or if this Contract is a Personal/Professional Services contract.

## 24. GRIEVANCE AND COMPLAINT PROCEDURES

If required by a granting agency, the Contractor shall have a grievance procedure and a complaint procedure. Both procedures shall be in writing and shall include timelines for filing a grievance or a complaint. The complaint procedure shall be developed in compliance with federal law regarding discrimination and include timelines for response or action and shall be available to any individual requesting a copy. The grievance process should include both formal and informal process steps, including an arbitration process, if needed. The County shall be notified when a grievance requires formal arbitration. Upon request by the County, County shall review and approve the Contractor's grievance and complaint procedures.

## 25. INDEMNIFICATION

- 25.1. The Contractor does release, indemnify, and promise to defend and hold harmless the County, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims arising from work performed under this agreement. This includes costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement.

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

## 26. INSURANCE

At the execution of this Contract, the Contractor shall provide the County with proof of the following insurance coverage. Proof shall be on an ACORD Certificate(s) of Liability Insurance. Each certificate shall show the coverage, deductible, and policy period.

### 26.1. COMMERCIAL GENERAL LIABILITY

\$1,000,000 in annually renewing occurrence-based Commercial General Liability (CGL) coverage or a Business Owners Policy (BOP) showing the broker of record, insurance limits, and renewal dates. The insurance must be maintained throughout the term of this Contract. In no event shall the deductible exceed \$5,000. 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. The Contractor agrees that its policy is primary and waives its right of subrogation.

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."

### 26.2. AUTOMOBILE LIABILITY

If vehicles are to be used in the performance of work under this Contract, the Contractor shall provide the County with proof of \$1,000,000 in annually renewing occurrence-based automobile coverage for all owned, used, or leased vehicles. The insurance must be maintained throughout the term of this Contract. If vehicles are not used, the Contractor shall provide the County with a written declaration on company letterhead, that no vehicles will be used in the performance of the Contract.

### 26.3. FIDELITY INSURANCE

If the Contractor receives \$10,000 or more per year in funding from a granting agency, the Contractor shall provide the County with proof of Fidelity Insurance. The insurance must be maintained throughout the term of this Contract. 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 for 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 either \$100,000 or the highest planned reimbursement for the contract period, whichever is lowest. Fidelity Insurance secured pursuant to this paragraph shall name Clark County as beneficiary.

#### 26.4. ADDITIONAL INSURANCE REQUIREMENTS

All insurers must have an A.M. 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 its premises. In addition, 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. Clark County shall be the named insured. The address for all certificates shall be written as follows: Clark County Washington Community Services, Attn: Contracts Unit, PO Box 5000, Vancouver, WA 98666-5000.

#### 27. INTERPRETATION OF CONTRACT

This agreement contains the General Terms and Conditions agreed upon by the parties. In the event of an inconsistency or conflict appearing in this Contract, the following provisions apply:

27.1. The order of precedence is as follows:

27.1.1. Federal statutes and regulations

27.1.2. State statutes and regulations

27.1.3. Statement(s) of Work

27.1.4. Special Terms and Conditions

27.1.5. Clark County Community Services General Terms and Conditions, as now established or hereafter amended.

27.1.6. The Contractor's proposal

27.2. Where a term of these General Terms and Conditions conflicts with a term of an associated contract, the term of the associated contract controls. If such interpretation would violate a federal or state statute or contract agreement, the term shall be interpreted in a manner to comply with federal and state statutes and contract agreements.

28. LICENSING AND PROGRAM STANDARDS

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

29. LIMITED ENGLISH PROFICIENCY

The Contractor shall comply with Executive Order No. 13166 and take necessary and appropriate actions to ensure that persons with Limited English Proficiency (LEP) have meaningful access and equal opportunity to participate in services, activities, programs, and other benefits associated with this Contract.

30. NON-APPROPRIATION

30.1. In the event that funding to the County from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of a contract and prior to its normal completion, the County may immediately terminate this Contract in whole or in part by providing the Contractor notice.

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

31. NON-SUBSTITUTION FOR LOCAL FUNDING

The Contractor shall not use funds provided under this Contract to supplant local, state, or other federal funds. The Contractor shall not use these funds to replace funding that would otherwise be made available to the Contractor had this funding not been provided.

32. PAY EQUITY

The Contractor agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

32.1. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

32.2. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

32.2.1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

32.2.2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

32.2.3. A bona fide regional difference in compensation level must be: consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

### 33. PAYMENT PROVISIONS

#### 33.1. PROVISIONS FOR ALL CONTRACTS

33.1.1. No payment to the Contractor shall be made for any service performed by the Contractor that is not within the scope of this Contract.

33.1.2. In the event that federal, state, County, or independent auditors determine that the Contractor has requested and received payment from the County for expenses or services that are outside the scope of a contract and/or not allowed by law or County policy, the County may withhold or suspend payment to the Contractor until such time as disallowed costs are recovered and any corrective action process has been completed.

33.1.3. Unless otherwise provided in this Contract, no administration costs are allowed.

33.1.4. The Contractor may be required to submit invoices on a County-approved form accompanied by required reports and documentation.

33.1.5. Invoices shall be submitted to the County no later than the 15<sup>th</sup> of the month following the month when services were provided.

33.1.6. The County will make payment to Contractor as soon as practicable but not more than thirty (30) days after an invoice is received and approved by the County unless other payment arrangements are approved by the County.

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

33.1.8. The Contractor agrees to allow the County to make adjustments to the budget lines and/or project schedule of this Contract when necessary and

in the interests of both parties, provided the total contract amount remains unchanged.

- 33.1.9. For construction projects subject to Federal Labor Standards Provisions (Davis-Bacon), the County shall reserve the final 10% of grant funds budgeted on the construction line item (as specified in the Budget Summary) pending the County's receipt of a complete and correct set of certified payrolls from project contractor(s). The final billing for retainage shall include copies of all executed change orders and the final project cost.

### 33.2. PROVISIONS FOR COST REIMBURSEMENT CONTRACTS

Invoices shall adequately describe expenses incurred, and identify the month and year of service and the contract number. The invoices shall be categorized by statement of work/work order, and be accompanied by adequate general ledger detail. Copies of original receipts shall also be provided if requested by the County.

- 33.2.1. For direct costs, detail shall include:

- 33.2.1.1. Salaries and benefits: name or employee ID number, salary/benefits paid, and dates.

- 33.2.1.2. Other direct costs: vendor name(s), dates of service, and amount.

- 33.2.1.3. Professional Development: reimbursement requests shall include copies of original receipts and event documentation or an event description. Reimbursement for all professional development expenses, which include related travel costs, will only be allowed after event has occurred.

- 33.2.2. For allocated indirect costs, the Contractor shall provide a copy of an allocation method or plan to the County for review and written approval by the County prior to the first invoice being reimbursed. The Contractor shall submit one of the following documents to meet this requirement:

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

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

### 33.3. PROVISIONS FOR FEE-FOR-SERVICE CONTRACTS

- 33.3.1. Invoices shall adequately identify services being billed, the month and year of service, the contract number, and be categorized by statement of work/work order.

- 33.3.2. When the contract ends, the Contractor must submit a final request for payment within thirty (30) days following the end date.

34. PROHIBITION AGAINST POLITICAL ACTIVITY AND RELIGIOUS ACTIVITY

- 34.1. The Contractor shall not use contract funds or identify contract funds in a manner supporting any partisan or nonpartisan political activity, nor for any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election or any voter registration activity.
- 34.2. The Contractor shall not use program funds to support inherently religious activities such as religious instruction, worship, or proselytization. Contractor must take steps to separate, in time or location, inherently religious activities from the services funded under this Contract.
- 34.3. The Contractor agrees that no funds provided nor personnel employed under this Contract shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, Chapter 15 of Title V, United States Code.

35. PROTECTION OF INDIVIDUAL RIGHTS

- 35.1. Clark County is an equal opportunity employer.
- 35.2. The Contractor shall comply with all federal, state, and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, gender identity, marital status, race, color, national origin, religion, disability, or familial status.
- 35.3. In the event of the Contractor's non-compliance or refusal to comply, the County may terminate this Contract in whole or in part.

36. PUBLICITY

- 36.1. In all news releases and other public notices related to this Contract, the Contractor shall include information identifying the source of funds as U.S. Department of Health and Human Services or other funding source as applicable, and Clark County.
- 36.2. Contractor shall not publish or use any advertising or publicity materials in which the U.S. Department of Health and Human Services, other funding source as applicable, or Clark County's name is mentioned, or in which language is used which may reasonably be inferred or implied, without the prior written consent of the County.

37. RECORDS RETENTION

- 37.1. Required records shall be retained for a period of at least six (6) years from the expiration or termination date of this Contract except as follows:
  - 37.1.1. Records that are the subject of audit finding or a legal proceeding shall be retained for the minimum period or until such audit findings or legal proceeding has been resolved, whichever is later.

37.1.2. Records for real property and equipment shall be retained for the minimum period from the date of disposition, replacement, or transfer at the direction of the County.

37.1.3. Any record with a longer retention schedule for purposes of public records disclosure shall be retained as required by the Revised Code of Washington (RCW).

37.2. If requested by the County and to the extent allowed by law, at the end of the records retention period Contractor shall return confidential information to the County or certify in writing the destruction of the confidential information.

### 38. RECOVERY OF PAYMENT

If the County makes payment for goods or services that were claimed in error or were not allowable costs under the terms of this Contract, the Contractor shall repay the County promptly and fully cooperate with the County in its recovery efforts.

### 39. RELATIONSHIP OF THE PARTIES

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

### 40. SERVICES AND ACTIVITIES TO ETHNIC MINORITIES AND DIVERSE POPULATIONS

The Contractor shall:

40.1. Ensure that all services and activities provided by the Contractor (and any subcontractors) shall be designed and delivered in a manner sensitive to the needs of ethnic minorities and diverse populations.

40.2. Initiate actions to ensure or improve access, retention, and cultural relevance of treatment, prevention, or other services for ethnic minorities and other diverse populations.

40.3. Work to strengthen working relationships with other agencies serving ethnic minorities and other diverse population.

### 41. SEVERABILITY

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

#### 42. STANDARDS FOR FISCAL ACCOUNTABILITY

- 42.1. Contractor shall establish a proper accounting system in accordance with generally accepted accounting standards or County directives.
- 42.2. If required by the State of Washington or by this Contract, the Contractor shall maintain books, records, documents, and accounting procedures and practices that accurately reflect all direct and indirect costs and income related to the performance of each contract. Such fiscal books, records, documents, reports, and other data shall be retained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," hereinafter referred to as "BARS," or equivalent accounting method, to allow costs to be tracked to specific revenue sources.
- 42.3. The County shall have the right to monitor and audit Contractor's fiscal components to ensure that actual expenditures remain consistent with the terms of this Contract.

#### 43. SURVIVABILITY

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Contract shall so survive. Examples of terms that survive are records retention, fiscal audit, and indemnification requirements, as well as affordability requirements included in many HUD-funded contracts.

#### 44. 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 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.

The United States Public Health Services (PHS) strongly encourages all grant recipients and contractors to provide a smoke-free workplace and promote the non-use of tobacco

products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

#### 45. TRAVEL

For contracts that allow travel reimbursement, Contractor shall comply with the Clark County Travel Policy. All mileage reimbursement requests shall include date, location, and event documentation or an event description, and mileage and rates. Payment for travel expenses will be made on a reimbursement basis only.

45.1. The following travel related expenses are allowable costs if incurred in conjunction with travel for the performance of work under contract with Clark County.

45.1.1. Actual costs of air, bus, train, taxi, tolls, car rentals and parking fees. Personal automobile usage will be reimbursed at the prevailing Clark County rate per mile.

45.1.2. Mileage shall be calculated from the Contractor's business location to the travel destination. In instances where personal automobile usage exceeds the cost of airfare, reimbursement will be limited to the cost of traveling to the same destination by coach class airfare.

45.1.3. The actual cost of hotel accommodations at the single occupancy rate is an allowable expense when traveling on business required under this Contract. The lowest possible rate should be requested. An itemized receipt is required with each reimbursement request.

45.1.4. Meals are reimbursed on a per diem rate for overnight stays as established by Clark County. Receipts are not required. For current rules and rates, see:  
<https://www.clark.wa.gov/community-services/contract-information>.

45.1.5. Other reasonable and ordinary expenses that are related to the performance of the contract and incurred by the Contractor while on official business. Examples of these costs are registration fees, expedited shipping, and specialized software subscriptions. Itemized receipts are required.

45.2. It is expected that travel for business conducted in Vancouver, WA will be based upon the per diem rates established for the Vancouver, WA per diem locality, without regard to actual location of lodging.

#### 46. WAIVER OF DEFAULT

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract.