

AGENDA REQUEST FORM

**Return completed form and complete agenda item to the Clerk of the Board
Yakima County Commissioners' Office, Room 232**

Prepared by:
Lance Larsen

Department: Human Services

Requested Agenda Date: 03/11/2020

Presenting: Esther Magasis

Document Title:

*Board of County Commissioners Record Assigned
BOCC Agreement*

#

069 - 2020

Yakima County, WA

APPROVED FOR AGENDA:

Consent Regular
Board of County Commissioners Determined

Document Title:
NCAC-RRRA-2019-MOD2

Action Requested: *Check Applicable Box*

PASS RESOLUTION EXECUTE or AMEND **AGREEMENT CONTRACT** or GRANT
 ISSUE PROCLAMATION PASS ORDINANCE OTHER _____

Describe Fiscal Impact:

None

Background Information:

This agreement is modification #2 to NCAC-RRRA-2019. Northwest Community Action Center (Farmworker's) original grant proposal was to serve priority populations of chronically homeless, adult homeless families and homeless veterans. This modification adds those priority populations to be served with the State Department of Commerce Rapid Re-Housing funds. The original scope of work did not include these populations.

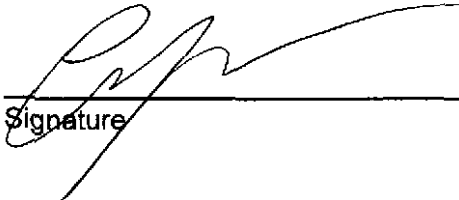
Summary & Recommendation:

Modification that expands priority populations served to match original grant proposal. Recommending to approve the modification.

Motion:

Motion to approve NCAC-RRRA-2019-MOD2.

Department Head/ Elected Official


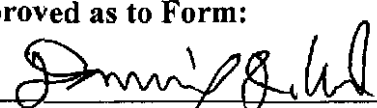


Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial _____

Late Agenda Requests Require BOCC Chairman Signature:

HOMELESS GRANT PROGRAM CONTRACT FACE SHEET

CONTRACTOR IS A <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> VENDOR		CONTRACT NUMBER: NCAC-RRRA-2019 Mod 2	
1. NAME/ADDRESS: Janice Gonzales, Program Manager Northwest Community Action Center 601 N. Keys Rd. Yakima, WA 98901 JaniceG@yvwfc.org	2. ORIGINAL CONTRACT AMOUNT: \$122,500	5. PREVIOUS CONTRACT AMOUNT: \$167,590	
	3. CASH MATCH REQUIREMENT:	6. MODIFICATION AMOUNT: 0	
	4. TOTAL CONTRACT AMOUNT: \$167,590	7. NEW TOTAL CONTRACT AMOUNT: \$167,590	
8. CONTACT INFO: Janice Gonzales, Program Manager Northwest Community Action Center 601 N. Keys Rd. Yakima, WA 98901 JaniceG@yvwfc.org	9. COUNTY PROGRAM CONTACT INFO: Yakima County Human Services Esther Magasis, Human Services Director 128 N 2nd Street, Room 231 Yakima, WA 98901 (509) 574-1366 Esther.Magasis@co.yakima.wa.us	10. COUNTY FISCAL CONTACT INFO: Yakima County Human Services Lance Larsen, Analyst/Accountant 128 N 2nd Street, Room 231 Yakima, WA 98901-2639 (509) 574-1369 Lance.Larsen@co.yakima.wa.us	
11. CONTRACT START DATE: July 1, 2019		12. CONTRACT END DATE: June 30, 2020	
13. FUNDING AUTHORITY: Washington State Department of Commerce – Consolidated Homeless Grant (CHG)			
14. CFDA NUMBER(S): N/A		15. CFDA TITLE(S): N/A	
16. PURPOSE: The CHG is designed to support an integrated system of housing assistance to prevent homelessness and quickly re-house households who are unsheltered. The purpose of this agreement is to administer a Rapid Rehousing Rental Assistance program.			
EXHIBITS: When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): EXHIBIT A – Special Terms & Performance Measures EXHIBIT B – Budget EXHIBIT C – Scope of Work (Contractor RFP response)			
This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.			
NORTHWEST COMMUNITY ACTION CENTER		BOARD OF COUNTY COMMISSIONERS	
 Juan Carlos Oliyares, CEO		_____	
11/23/20 Date		Norm Childress, Chairman	
Approved as to Form:  Deputy Prosecuting Attorney WSSA #35901 Agreement Number		_____	
		Ron Anderson, Commissioner	

		Victoria L. Baker, Commissioner	
		DATED MAR 17 2020	
		Attest: _____	
		Melissa Paul, Clerk of the Board	
		Linda Kay O'Hara, Deputy Clerk	

BOCC Agreement

GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

1. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
 - A. "Contract" The term contract is intended to mean an agreement creating obligations enforceable by law between the County and the contractor. For purposes of this "contract", the parties agree that all terms contained in the General Terms and Conditions and Special Terms and Performance Measures including any Exhibits and other documents, as well as any other attachments, are considered part of the "contract".
 - B. "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
 - C. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - D. "Director" means the Director of the Yakima County Department of Financial Services.
 - E. "General Terms and Conditions" means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
 - F. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - G. "Principals," which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
 - H. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
 - I. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subrecipient") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.

J. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.

2. **Consideration:** The parties agree that the monetary consideration for this contract shall be identified in the face sheet and contained in the Budget section(s) of this Contract. The parties agree that the face amount of the contract is up to and not to exceed the full consideration due to the Contractor. Any additional modifications to this agreement regarding consideration must be mutually agreed to and be in writing to be effective.
3. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
4. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
5. **Circulars** These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The Federal Circulars found in Title 2 of the Code of Federal Regulations (CFR) provide the applicable administrative requirements, cost Principles and audit requirements. The Circulars are applicable to all non-federal recipients of Federal Awards unless specifically excluded. Subrecipients must follow this Circular and incorporated appendices and any future amendments, and any successor or replacement circulars or regulations.
6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.
7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the information.

A. Confidential information as used in this section includes:

- I. All material provided to the Contractor by the County that is designated as "confidential";
- II. All material produced by the Contractor that is designated as "confidential" by the County;
- III. All personal information in the possession of the Contractor 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” (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPPA).

- B. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure, or violation of any State or Federal laws related thereto. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this agreement, whenever the County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
 - C. The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of a Confidential Information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
8. **Conflicts of Interest:** Subrecipients shall provide a copy of their Conflict of Interest Statement/Policy prior to their first billing being paid. In addition, Subrecipients shall assure compliance with any applicable State or Federal laws relating to Conflicts of Interest.
 9. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principals or Subrecipients becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.
 10. **Disputes:** A Dispute Board shall determine disputes between the parties in the following manner: Each party shall appoint one member to the Dispute Board. The members appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Contract terms, and applicable statutes and rules and make a determination. This process shall constitute the final administrative remedy available to the parties. Each party reserves the right to litigate issues and matters in court de novo.
 11. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.
 12. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.
 13. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the

County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

14. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
15. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
16. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 16 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 16, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.
17. **Insurance:**
 - A. The County certifies that it is insured as a member of the Washington Counties Risk Pool, and is otherwise self-insured, and can pay for losses for which it is found liable.
 - B. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and automobile liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000

aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall, provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under this Agreement.

18. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:
- A. Document performance of all acts required by law, regulation, or this Contract;
 - B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
 - C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
 - D. Show compliance with the following, but not be limited to:
 - I. Records documenting homeless status, or at risk of homeless status;
 - II. Records documenting reasonable belief of imminent threat of harm;
 - III. Records documenting annual income;
 - IV. Program participant records, housing standards and services provided;
 - V. Conflict of interest and confidentiality requirements;
 - VI. Records documenting compliance with housing standards and Fair Housing; and
 - VII. Other records necessary to properly and thoroughly document compliance with contract terms and conditions.
19. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

20. **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, to:
- A. Applicable federal and State of Washington statutes and regulations;
 - B. Special Terms and Conditions of this Contract;
 - C. This Contract.
21. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
22. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
23. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.
24. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Director of the Department of Financial Services or his assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subrecipient of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subrecipient be unable to satisfy its joint and several liability, the County and the Contractor shall share in the subrecipient's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the Contractor. This term shall not apply in the event of a settlement by either the County or the Contractor.
25. **Reporting Requirements:**
- A. Homeless Management Information System (HMIS)

The Contractor shall enter data into the County Homeless Management Information System (HMIS) for every client served under this Agreement in accordance with HUD/HMIS Data Standards. Client records shall be submitted and updated, as required, **no less frequently than monthly on or before the 5th day of each month.** HMIS required data elements are determined by the funder.

The Contractor shall submit a Monthly Quantitative Data Report with monthly reimbursement requests, on or before the 8th day of each month. The report must contain the names of the projects for which data has been entered and must include a statement for each project verifying that the data is both complete and accurate. All issues preventing accurate and complete data submissions in the HMIS shall be communicated through the HMIS support ticket system.

The Contractor shall utilize the HMIS housing inventory tool to manage the occupancy of units and update unit information as occupancy, or housing inventory changes. All unit information shall be updated within forty-eight (48) hours of an occupancy change. Contractor staff that are responsible for maintaining and/or updating the housing inventory shall attend offered training on the use and operation of the HMIS-based housing tool and will respond promptly to questions regarding housing inventory posed by the County. Guidance regarding the information needed to accurately account for housing inventory for the annual submission of the Housing Inventory Count Report and for local planning purposes can be found in HUD Notice CPD-16-060, pp. 5-17 as incorporated herein by reference.

The Contractor shall ensure that all applicable staff are fully trained to operate in the HMIS and the Service Prioritization Decision Assistant Tool (SPDAT) and Vulnerability Index – Service Prioritization Decision Assistant Tool (VI-SPDAT) prior to using these systems. Contractors providing permanent supportive housing and transitional housing programs will complete a SPDAT on all program participants at program entry, program exit, and if applicable, annually.

County HMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to www.yakimacounty.us. Communications regarding updates to the website will be distributed via e-mail to contracted HMIS agencies. The Contractor will submit questions regarding participation in the HMIS, including data collection responsibilities, via the support request tool in the HMIS.

B. Other Reporting Requirements

The Contractor shall submit data required for the Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-in-Time Count, and the System Performance Measures Report as specified by the County.

26. **Contract Management Standards:** The Contractor shall maintain accurate records to account for its expenditures and program performance. The County has the right to monitor and audit the finances of the Contractor to ensure actual expenditures remain consistent with the spirit and intent of this Agreement. The County designee may inspect and audit all records and other materials and the Contractor shall make such available upon request.
27. **Internal Auditing Controls:** The Contractor shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All Contractor records with respect to any matters covered by this Agreement shall be made available to the County, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

The Contractor must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the County's Contract Representative, designated on the Face Sheet of this Agreement within the earlier of thirty (30) days after receipt of the auditor's report, or no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all findings and Management Letters, not only those related to funding received from the County. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the Contractor shall comply with Federal audit requirements for agencies who expend in excess of \$750,000 of federal funds. The County reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The Contractor that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the Contractor's most recent Audited Financial Statement to the County's Contract Representative, designated on the Face Sheet of this Agreement. The Contractor that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of Contractor's fiscal year end to the County's Contract Representative by mail.

The Contractor is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

Failure of the Contractor to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

28. **Religious Activities:** The Contractor acknowledges no portion of the public funds shall be appropriated for or applied to any religious activity or essentially religious endeavors, including but not limited to religious worship, exercise or instruction.

The Contractor acknowledges that government-paid staff is prohibited from conducting religious activities during their on-duty hours.

ALL participation in religious activities by clients must be purely voluntary. Religious activities should be conducted in a place and in a manner that allows clients to opt in (such as going to a room or space separate from the main facility) and that does not stigmatize those who elect not to participate.

No homeless services provided by the Contractor shall be denied due to person's religious affiliation or lack thereof.

29. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.

30. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at

least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

31. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide *alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding.* Such decision to use alternative funding sources shall not abrogate Yakima County's right to terminate this contract under the provisions set forth in item 30 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.

32. **Suspension or Termination:**

The County may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms or this Agreement, which included but are not limited to the following:

- A. Failure to comply with the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, policies, or directives as may become applicable at any time; and
- B. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement; and
- C. Ineffective or improper use of funds provided under this Agreement; and/or
- D. Submission by the Contractor to the County reports that are incorrect or incomplete in any material respect.

Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on the Face Sheet.

If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

The County reserves the right to terminate the contract immediately effective upon receipt of written notice to Contractor for any alleged material breach of the contract which may include alleged violations of Washington or Federal Law, and/or any other violation of the terms of this agreement that would materially frustrate the purpose of this contract and/or subject Yakima County to potential financial and/or tort liability.

33. **Title to Property:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Contract shall remain with the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Contract shall pass to and vest in the County. The Contractor shall take reasonable steps to protect and maintain all the County property in its possession against loss or damage and shall return the County property to the County upon Contract termination or expiration, reasonable wear and tear excepted.
34. **Treatment of Client Property:** Unless otherwise provided in this Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under this Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property.

The Contractor shall provide clients under age 18 with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Contract, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

35. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the County.
36. **Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed to the representatives as identified on the Face Sheet of this agreement.

EXHIBIT A

SPECIAL TERMS & PERFORMANCE MEASURES

1. Purpose of the Agreement:

The Contractor will be responsible for administering a Rapid Rehousing Rental Assistance program in a manner satisfactory to the County, and in accordance with the Contractor's 2018 - 2020 Homeless Housing Assistance RFP Application for Funding, submitted to the Yakima Valley Conference of Governments (YVCOG), as well as the Yakima County 5-Year Homeless Plan incorporated herein by reference.

The Consolidated Homeless Grant (CHG) combines state homeless resources into a single grant opportunity to county governments (and other designated entities) under the administration of the Department of Commerce. The CHG is designated to support an integrated system of housing assistance to prevent homelessness and quickly re-house households who are unsheltered. This grant provides resources to address the needs of people who are homeless or at-risk of homelessness, as described in the Local Homeless Plans for each county.

CHG funds support a variety of activities, including: operation of emergency shelter and transitional housing units, rental assistance, data collection and reporting. Refer to the Guidelines for Consolidated Homeless Grant for details on providing services to people who are homeless. Refer to the Administrative Requirements for Consolidated Homeless Grant for the administrative and system requirements for grantees and sub grantees, coordinated assessment, reporting, legislatively established priorities, and requirements for local homeless plans.

The Department of Commerce Consolidated Homeless Grant materials and information can be accessed at the Commerce Website. Please refer to the following web address for the CHG General Terms and Conditions, Guidelines, and Administrative Requirements:
<http://www.commerce.wa.gov/serving-communities/homelessness/consolidated-homeless-grant/>

2. Special Terms:

The County will monitor the performance of the Contractor against the information provided in the Contractor's 2018 - 2020 Homeless Housing Assistance RFP Application for Funding, timely submittal of performance data, and spend down of grant funds, and all other terms and conditions of this Agreement. ***Substandard performance as determined by the County will constitute noncompliance with this Agreement and shall result in action which may include but is not limited to the County being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination.*** If action to correct such substandard performance is not timely undertaken by the Contractor within a reasonable period of time after being notified by the County, Agreement suspension or termination procedures will be initiated.

The Contractor shall comply with the General Terms and Conditions as specified in the County's Grant Agreement with Washington State Department of Commerce (incorporated herein by reference).

It is the intent of the County to continue funding for this program for the term of this Agreement based upon performance and funding availability, but continuation of the program is solely based

upon the discretion of the County and entirely contingent upon receipt of State and Local grant funds specifically allowed for this program.

3. Program Delivery:

The Contractor agrees to provide the following program services:

Project Description:	NCAC Rapid Rehousing/Rental Assistance
Project Type:	Rapid Rehousing and Rental Assistance
HMIS Project Name:	xxx
Projected # of Households Served:	58 Unduplicated Households

Population Served	
X	Single Men + Single Women
	Single Men Only
	Single Women Only
X	Single Women + Households with Children
X	Households with Children
	Youth

4. Target Performance Measures Identified by the Department of Commerce:

Performance Measure	2017 Baseline	Changes from Baseline	June 30, 2019 Program Target
Maintain Current Rate Exits to PH	71%	0%	71%
Returns to Homelessness	0%	0%	Should Not Exceed 5%
Unduplicated Persons	154	0%	154
Unduplicated Households	58	0%	58

5. Special Conditions:

The Contractor shall participate in the Yakima County Coordinated Entry Assessment program for services provided under this Agreement, as applicable. The Contractor is responsible for designating a staff person who shall attend bi-monthly Coordinated Entry meetings and participate in the planning for future coordinated service efforts.

The Contractor shall employ a progressive engagement approach if the Contractor will provide rental assistance under this Agreement.

The Contractor shall send essential staff to all mandatory County trainings and information meetings.

The Contractor is responsible for re-evaluating the program participant’s eligibility in accordance with the Guidelines for Homeless Housing and Assistance Fund (HHAF) and the Guidelines for the Consolidated Homeless Grant (CHG).

EXHIBIT B

BUDGET

GRANTEE is authorized to spend no more than **ONE HUNDRED TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$122,500.00) FROM July 1, 2019 through June 30, 2020.**

<u>Category</u>	<u>Amount</u>
<i>7/1/2019 – 6/30/2020</i>	
Admin – Indirect (7.5%)	\$10,420
Operations	\$42,320
Rapid Rehousing Rental Assistance	\$114,850
TOTAL	\$167,590

If contractor has more than one project listed, the budgets for those projects remain distinct and must be separable; each project line is also required to be invoiced and supported separately.

Documentation of Administration and time and effort charges will need to be provided unless the agency has a Federally Approved Cost Allocation Plan. Documentation of the Federally Approved Cost Allocation Plan must accompany the first invoice before payment will be made.

1. Administrative (Indirect) Costs:

- A. The Contractor may use a total of 7.5% for administrative (indirect) costs for projects that align with the Consolidated Homeless Grant Guidelines issued by the Washington State Department of Commerce.
- B. The Contractor may use a total of 6.0% for administrative (indirect) costs for projects that align with the homeless housing program per **RCW 36.22.179; Surcharge for local homeless housing and assistance – Use.**
- C. The Contractor may use a total of 3.5% for administrative (Indirect) costs for HEN Rental Assistance projects that align with the Consolidated Homeless Grant Guidelines issued by the Washington State Department of Commerce.
- D. Contractors will spend administration costs at the same rate proportionally to their non-administrative costs. The percentage of administrative (indirect) costs spent will not exceed 10% of the percentage of non-administrative costs spent. (ie: if the budget for operational costs are 20% spent, administrative costs may not exceed 30% of the administrative budget).

2. Equal Quarterly Disbursements:

- A. Contractors will spend their contracted amounts equally throughout the life of the contract period. A Contractor shall spend no more than 35% of total funds in any given quarter.
- B. Requests to spend more than 35% of the total contract value in any given quarter must be submitted via electronic mail to the County Program Contact as designated on the Face Sheet of this agreement, with detailed reason for the request and is subject to the County Financial Services Director's approval.
- C. Capital contracts are not subject to this contract provision.

3. Payment Procedures:

- A. Requests for reimbursement by the Contractor shall be submitted no more than once per month using the invoice form provided by the County.
- B. At the Contractor's first request for reimbursement, Yakima County Financial Services will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the

contract will be acceptable. All back-up documentation must be available to the County and all other auditors, upon request. Reimbursement of expenditures for staff time spent on more than one source will require timesheets reflecting hours charged to the contract

C. Monthly invoices and documentation must be submitted as follows:

- Electronically: Submitted electronic invoices must be provided to your Fiscal Contract Representative contact designated on the Face Sheet of this agreement at the Yakima County Financial Services Department. Electronic invoices must be submitted no later than the 10th of the month. If the 10th falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 10th falls on a Sunday, invoices must be received by close of business the following Monday. For expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 8th of July.
- Original invoice via delivery: A signed original hard copy of the invoice must be submitted to Financial Services The signed original invoice must be received no later than the 10th of the month to be paid on the County's next scheduled warrant date at the following address:

Yakima County Financial Services
128 N. 2nd Street, Rom 231
Yakima, WA 98901

- D. All late invoices will not be paid until the following month; The decision to approve or deny payment of claims for services submitted more than 60 days after the end of the end of the invoice period shall rest solely with the Financial Services Director; the Director's decision shall be final and not capable of right to appeal.
- E. Submitted invoices must explicitly allocate costs by contracted line items. The Contractor is responsible for ensuring submitted cost documentation is clearly associated with contracted line items. Invoices not meeting this requirement will be returned for correction (All submission deadlines still apply to invoices in need of correction).
- F. Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the County's Fiscal Contact as designated of the Face Sheet of this agreement.

- G. Submitted costs ineligible for reimbursement or not properly supported will be deducted from the Contractor's reimbursement. Contractor will be provided a summary of deductions and may opt to submit a supplemental invoice providing additional documentation before the next month's invoicing deadline for these costs only. Should a contractor opt not to re-invoice, these costs will be considered void as of the close of the next invoicing period.
- H. Contractor may request a budget line item be adjusted by up to 10% of the total annual amount between line items. Unless otherwise restricted by funding authorities, the contractor may request costs be moved between existing contractual line items but may not deviate from the contractual budget by more than 10%. This request must be made in writing, is subject to approval by the Yakima County Financial Services Director and shall not be construed to allow any modification contrary to other contract requirements in the General Terms, Special Terms, or referenced contractual documents.
- I. All program or billing related questions must be submitted to your agency's designated program manager directly at the Yakima County Financial Services Department.