



BOARD OF YAKIMA COUNTY COMMISSIONERS

Agenda Request Form (ARF)

Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.

Prepared by: Kimberly Ruelas
Department: Human Services
Requested Agenda Date: 09/10/2024
Presenting: Lance Larsen

Board of County Commissioners Record Assigned

#

BOCC Agreement

333 - 2024

Yakima County, WA

Action Requested – Check Applicable Box:

☐ PASS RESOLUTION

☒ EXECUTE or AMEND

☐ PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

☐ ISSUE PROCLAMATION

☐ OTHER _____

Document Title:

Yakama Nation Extreme Winter Weather Shelter 2025 Contract (YN-EWWS-2025)

Background Information:

This contract between Yakima County and Yakama Nation was awarded as part of the FY2025-2027 Homeless Housing and Assistance Program RFP. The contract grants Yakama Nation \$250,000 for Operations expenses from July 1, 2024 through June 30, 2025.

Describe Fiscal Impact:

\$250,000

Summary & Recommendation:

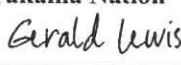
Recommend to approve.

Department Head/Elected Official Signature

DC

Corporate Counsel Initial (for Agreements Only)

HUMAN SERVICES CONTRACT FACE SHEET

CONTRACTOR IS A ☒ SUBRECIPIENT ☐ VENDOR		CONTRACT NUMBER: YN-EWWS-2025	
1. NAME/ADDRESS: Yakama Nation UEI: Q4EDSUR34U61 Merida Kipp, Deputy Director Merida.kipp@yakama.com PO Box 151 Toppenish, WA 98951	2. ORIGINAL CONTRACT AMOUNT: \$250,000	5. PREVIOUS CONTRACT AMOUNT:	
	3. CASH MATCH REQUIREMENT:	6. MODIFICATION AMOUNT:	
	4. TOTAL CONTRACT AMOUNT: \$250,000	7. NEW TOTAL CONTRACT AMOUNT:	
8. CONTACT: Jenece Howe, Program Manager 508 West 1 Avenue Toppenish, WA 98951 (509) 831-6561 jenece_howe@yakama.com	9. COUNTY PROGRAM CONTACT: Yakima County Human Services Melissa Holm, Grant Manager 223 N 1st Street Yakima, WA 98901-2639 (509) 865-5005 Melissa.Holm@co.yakima.wa.us	10. COUNTY FISCAL CONTACT: Yakima County Human Services Kimberly Ruelas, Accountant II 223 N 1st Street Yakima, WA 98901-2639 (509) 823-8881 kimberly.ruelas@co.yakima.wa.us	
11. CONTRACT START DATE: July 1, 2024		12. CONTRACT END DATE: June 30, 2025	
13. FUNDING AUTHORITY: Washington State Department of Commerce Consolidated Homeless Grant/ Local Housing Fees 2163		14. INDIRECT RATE: N/A	
15. CFDA NUMBER(s): N/A		16. CFDA TITLE(S): N/A	
17. PURPOSE: Homeless Housing and Assistance Grant Award – Emergency Shelter			
EXHIBITS: When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: ☒ Exhibits (specify): EXHIBIT A – Special Terms & Performance Measures EXHIBIT B – Budget EXHIBIT C – Insurance Certificate EXHIBIT D – Uniform Guidance			
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.			
Yakama Nation  Gerald Lewis, Tribal Chairman 8/27/2024 Date Approved as to Form:  Deputy Prosecuting Attorney Agreement Number BOCC Agreement		BOARD OF COUNTY COMMISSIONERS EXCUSED Amanda McKinney, Chair  Kyle Curtis, Commissioner  LaDon Linde, Commissioner DATED SEP 10 2024 Attest: Julie Lawrence, Clerk of the Board or Erin Franklin, Deputy Clerk of the Board	



333-2024

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 Human 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 \$2,000,000 per occurrence and \$5,000,000 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. HMIS Documentation: The Contractor must maintain records relating to this grant for a period of six years following the date of final payment. Paper records derived from HMIS which contain personally identifying information must be destroyed within seven years after the last day the household received services from the lead/subgrantee

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. Washington State Department of Commerce most updated CHG guidelines.
 - C. Special Terms and Conditions of this Contract.
 - D. 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 Human 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. HMIS required data elements are determined by the funder. HMIS data entry must be complete monthly no later than the 5th of the following month. Complete HMIS data entry includes:

- entering/updating project client/household data in HMIS within 14 calendar days following the date of project enrollment/exit.
- Client data entered into HMIS no less frequently than weekly.

If the Contractor fails to enter their HMIS data, the County reserves the right to withhold reimbursement until the data entry is completed. In such cases, withheld payments will be processed in the next month's check run, assuming the data entry is subsequently completed.

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 and include notification to the grant manager. 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 and certified to operate the current prioritization tools as required by local, state, or federal Coordinated Entry guidelines (i.e., HENA & YAHA) prior to using these systems. Contractors providing permanent supportive housing and transitional housing programs will complete a vulnerability assessment 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,

Quarterly Data Quality Reports, and the System Performance Measures Report as specified by the County. The Contractor also agrees to submit any additional data from HMIS related to the funded program upon request.

The Contractor shall be responsible for providing reports to the County on a regular basis throughout the term of this Contract. Such reports shall include, but not be limited to, performance measures and outcomes identified in Exhibit A.

The County may require monthly reports; however, in such cases, the County shall provide the Contractor with at least 45 days' notice prior to the commencement of monthly reporting. In addition to the monthly reports, the County reserves the right to request ad hoc reports as needed, to monitor and assess performance or address specific concerns.

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 grant funded 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:** Provide comprehensive low barrier emergency shelter services, which encompass not only immediate shelter but also robust case management support. The primary goal is to assist individuals experiencing homelessness in resolving their housing instability by offering personalized case management services. Through this approach, we aim to empower individuals to address underlying challenges and access necessary resources, thereby facilitating their transition from homelessness to sustainable housing solutions
2. **Program Delivery:**

The Contractor agrees to provide the following program services:

Project Description:	Emergency Shelter
Project Type:	ES
HMIS Project Name	YINIniiitnu't Seasonal ES
HMIS Project Start Date	2024-05-03
HMIS Project Type Code:	Emergency Shelter – Entry Exit
Low Barrier Project:	Yes
Project Capacity:	50 – 25 Males/25 Females
Projected # of Households Served:	150 per year

Population Served	
X	Single Men + Single Women
	Single Men Only
	Single Women Only
	Single Women + Households with Children
	Households with Children
	Young Adults

3. **Key Activities:** Comprehensive Low Barrier Emergency Shelter Services, which encompass not only immediate shelter but also robust case management support as defined by the budget below.
4. **Organizational Performance Measures**

A. REQUIRED HOUSING OUTCOME PERFORMANCE MEASURES - Grantees are required to provide quality data to the best of their ability. Maintaining good data quality is important for effective program evaluation. Data quality has four elements: completeness, timeliness, accuracy, and consistency.

Expected Completeness Measures				
Data Element	Emergency Shelter	Night-by-Night/Drop-in Emergency Shelter	All other Housing Project Types	Street Outreach
Name*	85%	80%	95%	90%
Date of Birth*	85%	80%	95%	90%
Race and Ethnicity*	85%	80%	95%	90%
Prior Living Situation	85%	80%	100%	85%
Destination	80%	50%	95%	50%

*Only measured for consenting clients

B. Program Performance Measures (Based On Contract Type)

Intervention Type	Performance Measure	HMIS Calculation	Performance Target
Drop In Emergency Shelter	Increase Exits to Positive Outcomes	Of people in ES who exited, those who exited to positive outcome destinations	Target 50%
Emergency Shelter (ES)	Increase to Exits to Permanent Housing	Of people in ES who Exited those who exit to permanent housing destinations	Target 50%
All of the interventions above	Equitable Outcomes	Each calculation above, disaggregated by race and ethnicity	Outcomes across racial and ethnic demographics should not be significantly less than the overall rate.

C. POPULATION ACCOUNTABILITY

A minimum of 60% of services will be provided to unsheltered homeless households or households fleeing domestic violence OR an increase of at least 5% of services will be provided to unsheltered homeless households or households fleeing domestic violence annually.

Program contributes to reduction in homelessness for members of at least one of the following priority populations:

- Individuals and households experiencing unsheltered homelessness.
- Individuals and households fleeing domestic violence.
- Individuals experiencing chronic homelessness.
- Unaccompanied youth
- Veterans
- Families with children
- Individuals over the age of 62 years

D. PROGRAM ACCOUNTABILITY

- Data is collected and reported accurately.
- Organizational/ Program Leadership will attend Coordinated Entry Policy Meetings a minimum of 9 meetings a year.
- Organizational/Program Case Managers/Client Staff will attend Coordinated Entry Provider Meetings/By Name Case Conferencing meetings a minimum of 9 per year.
- Organizational Data Lead to attend 9 data committee meetings per year.
- Participates in annual stakeholders meeting called by Yakima County Homeless Coalition once per year.

- Additional subcommittees are open to program/leadership participation, Interested participants can visit our website at <https://www.yakimacounty.us/2333/Human-Services> or contact the Grant Manager.

E. FISCAL ACCOUNTABILITY

Less than 25% of reimbursement invoices are submitted late (after the 10th of the month) over the length of the contract period.

Less than 25% of reimbursement invoices need to be resubmitted due to clerical errors over the length of the contract period.

5. Adherence to State and Federal Anti-Discrimination Laws

Program must adhere to the following anti-discrimination laws:

- Program ensures equal access for people experiencing homelessness regardless of race, national origin, gender identity, sexual orientation, marital status, age, veteran or military status, disability, or the use of an assistance animal.
- Programs designed to serve families with children experiencing homelessness ensure equal access regardless of family composition and regardless of the age of a minor child.
- Programs that operate gender segregated facilities allow the use of facilities consistent with the person's gender expression or identity.

6. Adherence to low-barrier guidelines

Program must adhere to the following criteria:

- Expectations are realistic and clear.
- Rules and policies are narrowly focused on maintaining a safe environment and avoiding exits to homelessness.
- There are no work or volunteer requirements.
- Programs that require households to pay a share of rent allow reasonable flexibility in payment.
- Households are not terminated due to failure to participate in supportive services or treatment programs.
- Households are not terminated due to failure to make progress on a housing stability plan.
- Households are not terminated due to alcohol and/or substance use in and of itself.

7. Participation in the Homeless Crisis Response System and Conflict Mediation

- The subgrantee acknowledges and agrees that they are expected to actively participate as a functional member of the Homeless Crisis Response System, working collaboratively with other agencies involved in the system. This participation includes but is not limited to sharing information, coordinating services, attending meetings, and engaging in joint planning efforts. The subgrantee shall adhere to the established protocols, guidelines, and processes of the Homeless Crisis Response System as determined by Yakima County.
- In the event of conflicts arising between the subgrantee and other participating agencies within the Homeless Crisis Response System, the subgrantee shall be responsible for initiating and attending conflict mediation sessions. The subgrantee shall bear the financial responsibility for any costs associated with conflict mediation, including but not limited to mediator fees, venue charges, and travel expenses.

- C. Yakima County reserves the right to intervene in conflict mediation proceedings between the subgrantee and other participating agencies, as deemed necessary and appropriate by Yakima County. Such intervention may involve direct involvement in the mediation process, providing guidance, or facilitating resolution discussions. Yakima County shall have the authority to make decisions or impose recommendations based on the best interests of the Homeless Crisis Response System and the overall objectives of the contract.
- D. The subgrantee agrees to cooperate fully and in good faith during conflict mediation processes, including sharing relevant information, attending scheduled sessions, and actively participating in finding mutually agreeable resolutions. The subgrantee shall provide updates and progress reports to Yakima County regarding the status and outcomes of conflict mediation efforts.
- E. Failure to comply with the stipulations outlined in this agreement regarding participation in the Homeless Crisis Response System and conflict mediation may result in penalties, including but not limited to the termination of the contract, reduction of funding, or other remedies deemed appropriate by Yakima County.

8. CHG Guidelines and regulations.

- A. The contractor agrees to follow the most updated version of Washington State Department of Commerce's Consolidated Homeless Grant (CHG) guidelines. The most current guidelines at the time of this contract issuance can be found here:
<https://www.commerce.wa.gov/serving-communities/homelessness/consolidated-homeless-grant/>

9. Illegal Drug Use Policy

- A. Contractors agree they will have policies and procedures prohibiting use of illegal drugs and alcohol on-site at Yakima County funded programs. Contractor will have a policy in place on actions to be taken if a client is found to be in violation of this policy. Contractor shall take safeguards to ensure that no minors consume or are in possession of any illegal drug, or non-prescription drug, and/or alcoholic beverage. Policies and procedures will be submitted to Yakima County Human Services department.

10. Hotel and Motel Vouchers

- A. No hotel or motel vouchers will be issued to clients until after verifying and documenting there is no availability at any other low barrier shelter, except in the case of a domestic violence situation.

EXHIBIT B**BUDGET**

GRANTEE is authorized to spend no more than **TWO-HUNDRED AND FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000) FROM July 1st, 2024 through June 30th, 2025.**

<u>Category</u>	<u>Amount</u>
Year 1: 7/1/2024 – 6/30/2025	
Operations	\$250,000
TOTAL YEAR 1	\$250,000
Year 2: 7/1/2025 – 6/30/2026	
Operations	\$200,000
TOTAL YEAR 2	\$200,000
TOTAL:	\$450,000

*The parties agree that the budgeted year 2 amounts stated in the table above are fully contingent upon Yakima County receiving the current same level of funding from the Washington State Department of Commerce and local filing fees. In regard to the total Year 2 figures, and Total Figure listed above, in the event that funding relied on to support this funding is changed, reduced, and/or eliminated, Grantee agrees to hold Yakima County harmless from contractual liability for payment of year two as listed above.

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.

1. Administrative (Indirect) Costs:

- A. The Contractor may use a total of 6% for administrative (indirect) costs for projects funded with Yakima County 2163 funds or that align with the Consolidated Homeless Grant Guidelines issued by the Washington State Department of Commerce.
- B. 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. Non-Admin Expenses (Operations)

- A. Operation expenses will be deemed allowable as determined by the CHG guidelines. The sub-grantee will not be allowed to submit expenses for reimbursement for items not listed on the initial RFP application unless prior approved by Yakima County Human Services Finance Manager. Yakima County reserves the right to assign a more detailed line-item budget to sub-grantees that matches the initial RFP application. Request for line-item adjustments must be submitted through email to the Finance Manager

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 Human 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 Human 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 6th of July.
 - Original invoice via delivery: Upon request, a signed original hard copy of the invoice must be submitted to Human 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 Human Services
223 N. 1st Street
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 invoice period shall rest solely with the Human 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. The Contractor shall submit reimbursement requests for meals to program clients as part of this agreement. The Contractor agrees that in order to maximize use of available funds to serve the public regarding this service that it shall exercise prudent judgment in selection of meal service providers. Such meal reimbursement shall at no time be higher than \$7 per meal per member of the public served. Such receipts must be itemized, and such reimbursement form must include the total number of members of the public serviced, and reason for the event. Bulk raw food ingredients must also be itemized but are not required to be tied to total number of members of the public serviced.
- I. Unless otherwise restricted by funding authorities, Contractor may request a budget line item be adjusted by up to 10% of the total annual amount between line items without a contract modification. This request must be made in writing, is subject to approval by the Yakima County Human 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.

- J. All program or billing related questions must be submitted to your agency's designated program manager directly at the Yakima County Human Services Department.



EXHIBIT C - INSURANCE CERTIFICATE

CERTIFICATE OF LIABILITY INSURANCE

YN-EWWS-2025

DATE (MM/DD/YYYY)

11/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Washington, Inc. 701 Fifth Ave Ste 550 Seattle WA 98104		CONTACT NAME: Melanie Van Gelder PHONE (A/C, No, Ext): (206) 956-1600 FAX (A/C, No): (206) 956-9600 E-MAIL ADDRESS: Melanie.VanGelder@bbrown.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: Hudson Insurance Company	NAIC #
INSURED Confederated Tribes and Bands of the Yakama Nation Village of Hope PO Box 151 (401 Fort Road) Toppenish WA 98948		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** Village of Hope**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		NACL00417-16	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 6,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 7,000,000 \$
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Emergency winter weather shelter contract.

Yakima County Human Services is an additional insured as required by written contract and/or agreement with the named insured.

CERTIFICATE HOLDER**CANCELLATION**

Yakima County Human Services
 223 N 1st Street

Yakima

WA 98901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT D - UNIFORM GUIDANCE

YN-EWWS-2025

Uniform Guidance Subrecipient Compliance Confirmation**TO: HHAP Subgrantee****RE: Uniform Guidance Subrecipient Compliance Confirmation FY 2023**

The Federal Office of Management and Budget requires prime recipients of Federal funds to monitor sub-awards to subrecipients for compliance with the requirements of Uniform Guidance, *Audits of Institutions of Higher Education and Other Nonprofit Institutions*. **Yakima County is extending this policy to subrecipients of non-federal funds subcontracted as well.** We are requesting certification that your organization is in compliance with the Uniform Guidance. Accordingly, please check the appropriate box below and return with a copy of your audit, if required.

____ Our Single Audit has been completed. We certify that for the period of _____ to _____, 2023 there were no material weaknesses, instances of material non-compliances or findings related to any sub-awards with Washington State University for this period and no corrective actions were required; therefore, we are not enclosing a copy of the report.

____ Our Single Audit for the period _____ to _____ included exceptions. **A copy of the audit report, including the exceptions and our responses, is enclosed.**

X Our Single Audit report is not yet complete. We expect that the report and institutional response (if necessary) will be completed by January 2025. Upon completion, we will provide written notification and, if material findings are reported, a copy of our audit report along with a corrective action plan.

____ We are not subject to the audit requirements of the Uniform Guidance because we expended less than \$ 750,000 in federal funds during the related fiscal year. **(Please complete page 2.)**

____ Other -- We are not subject to the Single Audit requirements because: **(Please complete page 2.)**

— Our organization is for profit (fill in page 2).

— Other (explain) _____

(fill in page 2)

I certify that the above-marked information accurately represents the organization of which I am a representative. Furthermore, I hereby certify that all relevant materials findings in the audit report, if completed, have been disclosed.

Signature: Stacy McKay Title: Chief Financial Officer Date: 7/25/2024 | 2:39 PM PDT

Name: Stacy A. McKay Phone: 509-865-5121 Email: Stacy_McKay@yakama.com

Organization Name: Confederated Tribes and Bands of the Yakama Nation

Address: PO Box 151, 401 Fort Road

City/State/Zip Code: Toppenish, WA 98948

Website address of audit report or financial statements: N/A