

**EMERGENCY SOLUTIONS GRANT PROGRAM CONTRACT
FACE SHEET**

CONTRACTOR IS A <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> VENDOR		CONTRACT NUMBER: ESG NCAC 15 Mod 1
1. NAME/ADDRESS: Juan Carlos Olivares, Exec. Director Yakima Valley Farm Workers Clinic 601 N. Keys Road Yakima, WA 98901	2. ORIGINAL CONTRACT AMOUNT: \$60,761	5. PREVIOUS CONTRACT AMOUNT: \$60,761
	3. CASH MATCH REQUIREMENT:	6. MODIFICATION AMOUNT: \$30,499
	4. TOTAL CONTRACT AMOUNT: \$60,761	7. NEW TOTAL CONTRACT AMOUNT: \$91,260
8. CONTACT INFO: Rodona Marquez, Contract Manager (509) 865-6175 ext. 2913 Phone RodonaS@yvfwc.org	9. COUNTY PROGRAM CONTACT INFO: Yakima Valley Conference of Governments Tim Sullivan, Housing & Homeless Mgr 311 N. 4th Street, Suite 204 Yakima, WA 98901 (509) 949-1287 Tim.Sullivan@yvcog.org	10. COUNTY FISCAL CONTACT INFO: Yakima County Financial Services Patricia Waterhouse, Accountant 128 N 2nd Street, Room 231 Yakima, WA 98901-2639 (509) 574-1369 Patricia.Waterhouse@co.yakima.wa.us
11. CONTRACT START DATE: June 1, 2015	12. CONTRACT END DATE: December 31, 2016	
13. FUNDING AUTHORITY: McKinney-Vento Homeless Assistance Act of 1987, Title IV, as amended, 42 U.S.C. 11371-78		
14. CFDA NUMBER(S): 14.231	15. CFDA TITLE(S): Emergency Solutions Grant Program	
16. PURPOSE: The purpose of ESG is to provide homelessness prevention assistance to households who would otherwise become homeless and to provide assistance to rapidly re-house persons who are experiencing homelessness. The funds under this program are intended to target individuals and families who would be homeless but for this assistance. Modification to reflect various changes in budget, scope of work, special terms and to extend contract end date.		
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 and Conditions EXHIBIT B – Scope of Work EXHIBIT C – Budget		
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.		
YAKIMA VALLEY FARM WORKERS CLINIC NCAC		BOARD OF YAKIMA COUNTY COMMISSIONERS
 Juan Carlos Olivares, Executive Director		 Michael D. Leita, Chairman
Date <u>7/25/14</u>		 Kevin J. Bouchey, Commissioner
Attest:  Tiera L. Girard, Clerk of the Board		 J. Rand Elliott, Commissioner Constituting the Board of County Commissioners for Yakima County, Washington
		Approved as to form:  Deputy Prosecuting Attorney / WSBA# 35901

BOCC236-2016
August 2, 2016

**YAKIMA COUNTY HOUSING AND HOMELESS
PROVIDER AGREEMENT NUMBER ESG NCAC 15
MODIFICATION 01 NARRATIVE**

This Provider Agreement between the Contractor and Yakima County is hereby modified as follows:

1. **EXHIBIT A – SPECIAL TERMS AND CONDITIONS** is deleted in its entirety and is replaced with the revised **SPECIAL TERMS AND CONDITIONS**.
2. **EXHIBIT B – SCOPE OF WORK** is deleted in its entirety and is replaced with the revised **SCOPE OF WORK**.
3. **EXHIBIT C - BUDGET** is deleted in its entirety and is replaced with the revised **BUDGET** to reflect an increase in ESG Funding.
4. Extend the end date of the contract from June 30, 2016 to December 31, 2016.
5. This Contract Modification shall not be binding upon the County until signature on behalf of the County is authorized by the Board of County Commissioners.
6. All other terms and conditions of this Agreement remain in full force and effect.

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 Conditions 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. **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.
3. **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.
4. **Billing Limitations:** Contractor shall maintain a written record of expenses and submit monthly invoices detailing expenses for reimbursement. The County shall pay the Contractor within 45 days after receiving an invoice and proper supporting documentation. All billings must be received no later than 60 days after the close of the contract to be considered for payment or as required by the funding agency, or funding source, whichever is shorter.

The decision to approve or deny payment of claims for services submitted after more than 60 days shall rest solely with the Financial Services Director and the Director's decision shall be final and not capable of right to appeal.

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.
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 Principles 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 Principles 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. **Documentation for Reimbursement Requests:** 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.
12. **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.
13. **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.
14. **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.

15. **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.

16. **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.

Contractor shall also indemnify, defend, and hold harmless the State of Washington and Washington State Department of Commerce as stated in the Commerce General Terms and Conditions (See Commerce Terms/ESG Guidelines/ESG Administrative Requirements); these documents are incorporated by reference at:
<http://www.commerce.wa.gov/Programs/housing/Homeless/Pages/EmergencySolutionsGrants.aspx>

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.
24. **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.
25. **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.
26. **Subrecipients:**
 - A. **General:** If the Contractor is a subrecipient of federal awards as defined by Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200) and this Contract, the Contractor shall:
 - I. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award

number and year, name of the federal agency, and name of the pass-through entity;

- II. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - III. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - IV. Incorporate OMS Circular 2 CFR 200 audit requirements into all agreements between the Contractor and its Subrecipients who are subrecipients;
 - V. Comply with any future amendments to 2 CFR 200 and any successor regulation;
 - VI. Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Nondiscrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Part 35 and Part 39. (See www.ojp.usdoj.gov/ocr for additional information and access to the aforementioned Federal laws and regulations.)
- B. **Single Audit Act Compliance:** If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
- I. Submit to the County contact person, listed on the first page of this Contract, the data collection form and reporting package specified in 2 CFR 200 A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - II. Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR 200, and prepare a "Summary Schedule of Prior Audit Findings."
- C. **Overpayments:** If it is determined by the County, or during the course of the required audit, that the Contractor has been paid unallowable costs under this Contract, the County may require the Contractor to reimburse the County in accordance with 2 CFR 200.
27. **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.

28. **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.
29. **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 28 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.
30. **Termination:**
- A. Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on Page 1.
 - B. If the Contractor fails to comply with the terms and conditions of this Agreement, the County may terminate this Agreement immediately upon written notice sent by certified mail to the Contractor, and the County may pursue such remedies as are legally available.
 - C. 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.
31. **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.
32. **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).

33. **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.
34. **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 as follows:

Contractor: Juan Carlos Olivares, Exec. Director
Yakima Valley Farm Workers Clinic
402 N. 4th Street, Suite 300
Yakima, WA 98901

County: Craig Warner, Director
Yakima County Dept. of Financial Services
128 N 2nd Street, Room 231
Yakima, WA 98901-2639

SPECIAL TERMS AND CONDITIONS

1. Purpose of Agreement:

The Emergency Solutions Grant (ESG) is a pass through of federal funds intended to fund homeless shelters, facilities, and prevention and re-housing projects. While ESG is designated to support an integrated system of housing assistance, this pass through award is specific to funding projects that rapidly re-house those households who are currently experiencing homelessness. Refer to the Washington State Department of Commerce ESG Guidelines for details on providing services and system requirements for grantees and sub grantees.

The current Department of Commerce ESG materials and information can be accessed at <http://www.commerce.wa.gov/Programs/housing/Homeless/Pages/EmergencySolutionsGrants.aspx>

Please refer to this web address for the ESG materials and required client forms.

1. Compliance:

- a. Grant funds may not be used for lobbying.
- b. Yakima County, HUD Regional Office and the Office of the State Auditor, or any of their duly-authorized representatives, have the authority to conduct announced and unannounced: a) surveys; b) audits; c) reviews of compliance with this Agreement; d) audits regarding the quality, appropriateness, and timeliness of services of the Contractor; and e) audits and inspections of financial records of the Contractor. The Contractor shall notify Yakima County in writing when an entity performs any audit described above related to any activity contained in this Agreement.
- c. Pursuant to 42 CFR 431.301 and 431.302, Personal Information concerning applicants and recipients may be disclosed for purposes directly connected with the administration of this Agreement. Such purposes include but are not limited to:
 - I. Establishing eligibility;
 - II. Providing housing for recipients.
- d. The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Agreement.

2. Reporting Requirements:

- a. Contractor shall participate in the development and implementation of the Coordinated Assessment and Referral System (CARES), including but not limited to:

- I. Listing all of the Contractor's program and services delivered specific to exception of services provided solely to victims of domestic violence.
- II. Adopting the use of CARES intake forms in place of or in addition to other intake procedures.
- III. Participating in any workgroups, special committees or subcommittees, or other structure of the Yakima County Continuum of Care dedicated to developing, piloting, or implementing the system.

Failure or refusal to participate in the system will result in the Contractor being ineligible to receive funds and may result in unreimbursed costs or termination of the contract.

- b. The Contractor may be requested to submit monthly reports to YVCOG covering identified performance measures for the contracted project(s). Required report forms will be provided to accompany invoice submissions, and may change over the life of the contract.

If required performance goals are not met, Contractor may be required to submit additional reports, improvement plans, or other program design and monitoring documents for review and approval. In extreme cases, modification of program design or Scope of Work may be required by Yakima County to address chronic poor performance.

- c. The Contractor shall participate fully and completely in the YVCOG/County's online Homeless Management Information System (HMIS), for all persons that receive 2163 funded services under this contract. All data collected must meet both Commerce HMIS and YVCOG/County data standards.
- d. A complete client record must be entered into the HMIS system before funded services can be provided.
- e. The YVCOG/County may provide training and technical assistance for all Contractors.
- f. The YVCOG/County and the Contractor will be required to enter into data sharing and client confidentiality agreements.
- g. The Contractor must have at least one trained primary and one trained backup data operator. Participation shall include the prompt and orderly submission of all required data, completed in the detail, and submitted in the manner and time frames prescribed by the County, including timely discharge and closure records.
- h. The Contractor shall participate fully as a member of the HMIS Committee. Participation will mean consistent attendance of regular quarterly meetings, complete and on time submission of all required data and reports, prompt correction of any and all identified data quality issues, and compliance with any standards for HMIS data collection and entry established by the HMIS Committee.

- i. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursement or order payment stopped until such time that the data is current and accurate and any and all outstanding reports have been completed and provided. The County reserves the right to terminate this agreement if the Contractor is unwilling or unable to fulfill its reporting obligations.

3. Maintenance and Inspection of Records:

- a. The Contractor shall cooperate in all reviews, including but not limited to, surveys, and research conducted by Yakima County, its designee or other State and Federal Departments.
- b. Evaluations under this Agreement shall be done by inspection or other means to measure quality, appropriateness, and timeliness of services, and to determine whether the Contractor is in accordance with the requirements set forth in this Agreement and applicable state and federal regulations, as existing or hereafter amended.
- c. The Contractor shall establish and maintain an adequate system of internal control to ensure the efficient, proper processing and use of agreement funds. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.

4. Internal Control and Accounting System: The Contractor shall establish and maintain a written financial management system which includes: a method for comparing actual to contracted expenditures, a system of internal controls and written financial procedures for safeguarding County funds and property, a system for checking the accuracy and reliability of accounting data, and a system for providing a complete audit trail, based upon Generally Accepted Auditing Principles (GAAP).

5. Auditing and Monitoring: Yakima Valley Conference of Governments shall monitor all projects for compliance with the funding terms and conditions in the agreement. Project monitoring shall be conducted annually, or with greater frequency as required.

- a. The Contractor will provide to Yakima County one copy of an independent audit of its entire operation and related legal entity within 180 days of the Contractor's fiscal year ending. The audit must be in accordance with Generally Accepted Accounting Principles (GAAP), and include a management letter that addresses any audit findings. If the Contractor is subject to 2 CFR Part 200, the County shall review the Single Audit required by 2 CFR Part 200 to ensure corrective action is taken for any audit finding, per 2 CFR Part 200 requirement.
- b. The Contractor shall actively address all open Corrective Action Plan (CAP) recommendations as outlined in any Onsite Reviews and/or Yakima County Audit Reports during the agreement period. Review of such compliance to outstanding CAP will be performed prior to any future agreement negotiations.
- c. The Contractor shall establish and maintain an adequate system of internal control to ensure the efficient, proper processing and use of agreement funds. The annual

audit must include a management letter that addresses the adequacy of internal controls within the organization.

6. **Proof of Commercial General Liability Insurance (CGL):** Regardless of insurance source, the Contractor shall provide a certificate of insurance as stated in the General Terms and Conditions, Section 18.

The State of Washington Department of Commerce insurance requirements are more restrictive and will take precedent over all other language in this contract pertaining to insurance. (Refer to "Commerce-Wide Special Terms and Conditions").

7. **Termination for Convenience:** The State of Washington Department of Commerce termination for convenience requirements are more restrictive and will take precedent over all other language in the contract pertaining to termination for convenience. (Refer to "Commerce-Wide Special Terms and Conditions").

8. **Invoicing Requirements:** The Contractor agrees to follow the Yakima County Financial Services Billing Provisions as listed on Exhibit C – Budget when requesting reimbursement.

9. **Updates to Commerce Referenced Documents:** Any revisions made to the referenced documents by the State of Washington or the Department of Commerce are understood to supersede the current document, and the referenced documents are understood to be the most recently updated version provided by the Department of Commerce.

10. **Additional Program Eligibility Standards:** The contractor acknowledges that any funds spent on rental assistance line items must also be eligible spending in accordance with Emergency Solutions Grants (ESG) program guidance and requirements.

11. **Recapture:** Any portion of the grant funds unexpended or uncommitted at the end of the grant period shall be recaptured by Yakima County.

SCOPE OF WORK

PURPOSE

Emergency Solutions Grant (ESG) contracts will support rapid re-housing and shelter operations to serve ESG eligible households as part of the larger homeless services system. Individual projects may be funded directly with ESG funds and/or supported with local revenues, as specified in Exhibit C – Budget of this agreement.

The purpose of ESG is to support the emergency response portion of the homeless system. To this end, services are to be targeted to those who are literally homeless (unsheltered, staying in temporary housing for the homeless, or fleeing domestic violence). While prevention rental assistance services may be delivered to clients who qualify as ‘at imminent risk’ or ‘unstably housed’, this should be an infrequent use of funds in relation to demand from targeted populations.

Permissible Activities:

The activities and associated eligible costs are permissible under this agreement as described in the ESG Program Guidelines provided on the Department of Commerce website <http://www.commerce.wa.gov/Programs/housing/Homeless/Pages/EmergencySolutionsGrants.aspx> and provided for in Exhibit C - Budget. Any revisions to the Commerce Guidelines are understood to supersede the current document and such changes to the Guidelines during the contracted period are to be incorporated into this agreement, provided such changes do not contradict applicable federal or state of Washington statutes and regulations.

Categories of assistance include but are not limited to:

1. Administrative Costs
 - a. Admin is limited to the amount listed on Exhibit C – Budget.
2. Rental Assistance
 - a. Direct Assistance – rent payments, utility cost
 - b. Case management
3. Shelter Operations
 - a. Operations
 - b. Case management

EMERGENCY SOLUTIONS GRANT
 Yakima Valley Farm Workers Clinic – NCAC

ORIGINAL BUDGET

Project	Administration		Rent Assistance*		Shelter Operations		Totals	
	ESG	Local	ESG	Local	ESG	Local	ESG	Local
	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds
Rent Asst.	\$1,758	\$586	\$43,813	\$14,604	\$0	\$0	\$45,571	\$15,190
TOTAL CONTRACT AMOUNT**:							\$60,761	

JULY 1, 2016 – DECEMBER 31, 2016 BUDGET

Project	Administration		RHH		Sub-Totals		Totals	
	ESG	Fee	ESG	Fee	ESG	Fee		
	Funds	Match	Funds	Match	Funds	Match		
RRH	\$955	\$221	\$17,447	\$11,876	\$18,402	\$12,097		
TOTAL CONTRACT AMOUNT**:							\$30,499	

Contract Total	
Original Budget	\$60,761
7/1/16-12/31/16	\$30,499
CONTRACT TOTAL	\$91,260

Contractor is allowed to spend no more than 40% on Prevention activities as defined in the program Guidelines. Prevention and Rapid Re-Housing must be tracked and reported separately to ensure compliance.

See current ESG Program Guidelines incorporated into this contract by reference for a detailed description of allowable activities for the Budget categories of Prevention, Rapid Re-Housing, and Administration.

Invoicing Provisions:

- A. Monthly invoices and documentation must be submitted in both the following two ways:
- ♦ Electronically: Submitted electronic invoices must be provided concurrently to your program manager at the Yakima Valley Conference of Governments and to your fiscal contact in Financial Services. Electronic invoices must be submitted no later than the 8th of the month. If the 8th falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 8th falls on a Sunday, invoices must be received by close of business the following Monday.
 - ♦ 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, Room 231
Yakima, WA 98901-2639
- B. Under "General Terms and Conditions," documentation of Insurance as reflected section 18. must accompany the first invoice before payment will be made.
- C. 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 45 days after 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.
- D. 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).
- E. 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.
- F. Contractor may request a budget line item be adjusted by up to 10% of the total annual amount between line items, if there are multiple 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 Valley Conference of Governments Services Program Manager, and shall not be construed to allow any modification contrary to other contract requirements in the General Terms, Special Terms, or referenced contractual documents.
- G. All program or billing related questions must be submitted to your agency's designated program manager directly at the Yakima Valley Conference of Governments.
- H. 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.