

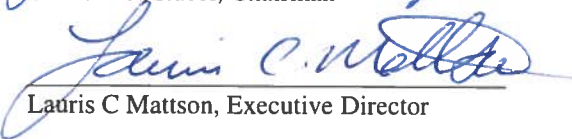
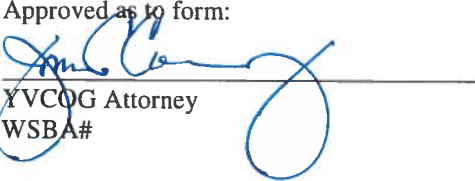



**HOMELESS EXTREME WINTER WEATHER SHELTER PROGRAM CONTRACT
FACE SHEET**

CONTRACTOR IS A <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> VENDOR		CONTRACT NUMBER: PSA EWW TYT 17-18
NAME/ADDRESS: Andrew Ferguson, Executive Director Sacred Messengers DBA Transform Yakima Together PO Box 363 Yakima, WA 98907	1. ORIGINAL CONTRACT AMOUNT: \$ 135,000	5. PREVIOUS CONTRACT AMOUNT: \$ 0.00
	2. CASH MATCH REQUIREMENT: \$ 0.00	6. MODIFICATION AMOUNT: \$ 0.00
	3. TOTAL CONTRACT AMOUNT: \$ 135,000	7. NEW TOTAL CONTRACT AMOUNT: \$ 135,000
8. CONTACT INFO: Andrew Ferguson, Executive Director P: (509)673-2100 C: (714)745-3753 E: aferguson57@gmail.com	9. YVCOG PROGRAM CONTACT INFO: Crystal Testerman 311 N 4th St, Suite 204 Yakima WA 98901 509-949-1287 crystal.testerman@yvcog.org	10. YVCOG FISCAL CONTACT INFO: Christina Wickenhagen 311 N 4th St, Suite 204 Yakima WA 98901 509-574-7986 chris.wickenhagen@yvcog.org
11. CONTRACT START DATE: November 1, 2017	12. CONTRACT END DATE: March 31, 2018	
13. FUNDING AUTHORITY: 2163 Local Funds – Homeless Program		
14. STATE AND FEDERAL "BARS" CODE:	15. CFDA NUMBER(S): n/a	
16. PURPOSE: The Contractor shall perform professional services as defined by the Statement of Work incorporated herein.		
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 – N/A 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.		
SACRED MESSENGERS DBA TRANSFORM YAKIMA TOGETHER  Andrew Ferguson, Executive Director 11/15/17 Date		YAKIMA VALLEY CONFERENCE OF GOVERNMENTS  James A Restucci, Chairman  Lauris C Mattson, Executive Director Approved as to form:  YVCOG Attorney WSBA#
Attest:  Tamara Hayward, Financial Coordinator		

FOR: LANCE LARSEN

GENERAL TERMS AND CONDITIONS

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 Yakima Valley Conference of Governments 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 and Exhibits and other documents, as well as any other attachments, are considered part of the "contract".
 - B. "CFR" means Code of Federal Regulations. All reference 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 Yakima Valley Conference of Governments.
 - E. "General Terms and Conditions: means the contractual provisions contained within this Contract, which govern the contractual relationship between the Conference and 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 for governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifies.
 - G. "Principals," which includes officers, members of the Executive Committee, 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 statue. 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 Conference and the written assumption of all of the Contractor's obligations in the 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 Conference 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.
5. **Circulars**: These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipient. 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. Subrecipient must follow this Circular and incorporated appendices and any future amendments, and any successor replacement circulars or regulations.
6. **Compliance with Applicable Law**: At all times, during the term of this Contract the Contractor and the Conference shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination for 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 YVCOG 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 for 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**: Subrecipient shall provide a copy of their Conflict of Interest Statement/Policy prior to their first billing being paid. In addition, Subrecipient 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 Subrecipient 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 YVCOG if, during the term of this Contract, the Contractor, its Principals or Subrecipient becomes debarred. The YVCOG may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.
10. **Disputes:** The Yakima Valley Conference of governments, as the fiscal agent, shall address disputes between the parties by reviewing 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, YVCOG will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and printout from the Contractor's accounting system listing the expenditures charged against the contract will be acceptable. All backup documentation must be available to the YVCOG 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:** The Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understanding 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, suite, 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 YVCOG. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the YVCOG. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the YVCOG. The Contractor shall indemnify and hold harmless the YVCOG from all obligations to pay or

withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

A. 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 YVCOG. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that YVCOG 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 their 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 YVCOG 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.
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 YVCOG 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 YVCOG certifies that it is insured as a member of the Washington Cities Insurance Authorities Risk Pool, and can pay for losses for which it is found liable.
- B. The Contractor shall, with insurance carries 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 aggregated, 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 the YVCOG, its officers, employees, agents and volunteers are 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 and 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 YVCOG 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, 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 USC 12101 et seq.) In the event the Contractor violates this provision, the YVCOG may terminate this Contract immediately and bar the Contractor from performing any services for the YVCOG in the future.

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 Condition of this Contract;
- C. This Contract.

22. **Ownership of Material**: Copyright in all material created by the Contractor and paid for by the YVCOG shall be the property of the State of Washington. Both YVCOG and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective mission 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 YVCOG is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the YVCOG a perpetual license to use this material for YVCOG internal purposes at no charge to the YVCOG, 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 YVCOG and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that he provision may not be feasible in all circumstances. The YVCOG and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the YVCOG 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 Executive Director or his assigns or unless otherwise specified in the Contract. If the YVCOG and the Contractor are found by a jury or trier of fact to be jointly and severally liable for the personal injury damages arising from any act or omission from the contract, then the YVCOG shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. 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 YVCOG and the Contractor. This term shall not apply in the event of a settlement by either the YVCOG or the Contractor.

26. **Survivability**: The terms and conditions contained in the 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.
27. **Termination Due to Change in Funding**: If the funds upon which YVCOG relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the YVCOG 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.
28. **Alternative use of Funding**: YVCOG at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the YVCOG 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 YVCOG's right to terminate this contract under the provisions set forth in item 27 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of YVCOG and contractor agrees to hold YVCOG harmless for such decision.
29. **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 YVCOG may terminate this Agreement immediately upon written notice sent by certified mail to the Contractor and the YVCOG may pursue such remedies as are legally available.
 - C. If this Agreement is terminated or any reason, YVCOG 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.
30. **Title to Property**: Title to all property purchased or furnished by the YVCOG for use by the Contractor during the term of this Contract shall remain with the YVCOG. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the YVCOG under this Contract shall pass to and vest in the YVCOG. The Contractor shall take reasonable steps to protect and maintain all the YVCOG property in its possession against loss or damage and shall return the YVCOG property to the YVCOG upon Contract termination or expiration, reasonable wear and tear excepted.
31. **Treatment of Client Property**: Unless otherwise provided in the Contract, the Contractor shall ensure that any adult client receiving services from the Contractor

under this Contract shall have reasonable access to the client's personal property. The Contractor shall not unreasonably 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 aged, 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, drugs and animals).

32. **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 notification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Executive Director or designee has the authority to waive any term or condition of this Contract on behalf of the YVCOG.
33. **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: Andrew Ferguson, Executive Director
Sacred Messengers DBA Transform Yakima Together
PO Box 363
Yakima, WA 98907

YVCOG: Larry Mattson, Executive Director
Yakima Valley Conference of Governments
311 N 4th Street, Suite 204
Yakima WA 98901

EXHIBIT A

SPECIAL TERMS AND CONDITIONS

1. Compliance:

- a. Grant funds may not be used for lobbying.
- b. YVCOG, 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 YVCOG 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, 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 Coordinated Entry 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 YVCOG 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 YVCOG to address chronic poor performance.

- c. The Contractor shall participate fully and completely in the 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 County HMIS data standards.
- d. A complete client record must be entered in to the HMIS system before funded services can be provided.
- e. The YVCOG may provide training and technical assistance for all Contractors.
- f. The YVCOG and the Contractor will be required to enter in to 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 YVCOG, 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, YVCOG 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. YVCOG 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 YVCOG, 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 YVCOG 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:** YVCOG 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 YVCOG one copy of an independent audit of its entire operation and related legal entity within 180 days of the Contractor's fiscal year ending if required by the funding source or other regulations. 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 YVCOG 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 YVCOG 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.
7. **Invoicing Requirements:** The Contractor agrees to follow the YVCOG Billing Provisions as listed on Exhibit C – Budget when requesting reimbursement.
8. **Recapture:** Any portion of the grant funds unexpended or uncommitted at the end of the grant period shall be recaptured by YVCOG.

Scope of Work

PURPOSE

The purpose of this agreement is to provide Extreme Winter Weather Shelter services for the homeless during the months of November 2017 through March 2018. Shelter shall be provided via coordination, recruitment, staffing, and support of a temporary shelter space in both the City of Yakima and City of Sunnyside.

PROGRAM GOALS

The goals for this funding is to provide shelter for homeless clients to shield them from extreme winter weather:

- Shelter for chronically homeless persons,
- Shelter for families and couples,
- Shelter for youth and young adults,
- Shelter for homeless clients with pets

The contractor shall, at a minimum:

- **Staff, supervise, and manage the creation and availability of seasonal shelter space(s) within the city of Yakima subject to the following expectations:**
 1. Maintain all shelter space as safe, secure, and respectful facilities for clients accessing services.
 2. Coordinate the donation and distribution of supplies, money, food, and other necessities for the operation of shelter projects.
 3. Provide a project level coordinator to conduct necessary volunteer training, site management, monitoring, data entry and reporting, and other duties as required.
 4. Recruit, train and supervise consistent lead volunteer(s) or staff at each shelter site to monitor program quality, internal controls, client safety, and other routine site management activities as required.
 5. Recruit, train, retain, schedule and supervise volunteers necessary to conduct shelter operations.
 6. Create all required operational guidelines, policies and procedures, client standards, etc., and provide Yakima Valley Conference of Governments with such documents.
 7. Enter into written agreements with any participating parties (i.e. churches or other property owners) offering space for the provision of services establishing clear terms of use, including any usage restrictions and liability responsibilities. Copies of such agreements should be provided to Yakima Valley Conference of Governments staff or prior to the delivery of services at each site.
 8. Conduct random on-site visitations, reviews, and other interventions as necessary to ensure client safety and adherence to policy.

9. Create a means of tracking, summarizing, and reporting incidents occurring on site at the shelters and their resolution and provide Yakima Valley Conference of Governments staff regular and complete summaries of any such incidents.
 10. Provide a confidential and anonymous means for clients to register grievances, complaints, safety concerns, etc. regarding the operations of shelters, Contractor staff or volunteers, or any other element of the EWW Shelter project. Provide a means for following up on these grievances that is NOT conducted by an involved Contractor staff person or volunteer or their direct reports.
- **Conduct seasonal shelter programs subject to the following conditions:**
 1. Comply with the following reporting requirements:
 - A. Participate fully and completely in the County's online Homeless Management and Information System (HMIS) for all persons receiving assistance funded under the terms of this contract.
 - B. Completely enter a client record within HMIS upon provision of funded services.
 - C. Yakima Valley Conference of Governments' staff may provide training and technical assistance as necessary.
 - D. YVCOG and Contractor will be required to enter into and maintain data sharing and client confidentiality agreements.
 - E. The Contractor must have at least one primary and one trained backup data entry operator and one designated HMIS lead.
 - F. Participation shall include prompt and orderly entry and submission of all data, completed in detail and submitted in the manner and periods prescribed by local HMIS Data Quality Standards.
 - G. In the event the Contractor fails to maintain its reporting obligations, YVCOG reserves the right to withhold reimbursement or order payment stopped in an amount proportional to the data estimated to be outstanding until the data is current, accurate, and complete.
 - H. Provide monthly reports on services provided to stakeholders with the assistance of Yakima Valley Conference of Governments staff.
 2. Comply with **Exhibit C – Budget** line items and their uses as follows:
 - A. Operations – Costs specifically associated with the delivery of shelter provisions, personnel costs, case managements, operating supplies, facility costs, etc. Includes costs incurred specifically for the support and operation of this agreement only.
 - B. Administration – Includes general indirect costs for the support of the Contractor's organizational needs, not to exceed 6% of the contracted amount.
 3. Complete and provide within 45 days after the end of the contract terms a detailed report of actual expenditures and services provided under this agreement.
 4. Perform other related responsibilities as required.

BUDGET

Transform Yakima Together

EXTREME WINTER WEATHER – SEASONAL SHELTER OPERATIONS

<i>Line Item</i>	<i>Amount</i>
Shelter Operations	\$94,000
Administration	\$6,000
TOTAL	\$100,000

EXTREME WINTER WEATHER – SEASONAL WARMING SHELTER OPERATIONS

<i>Line Item</i>	<i>Amount</i>
Shelter Operations	\$32,900
Administration	\$2,100
TOTAL	\$35,000

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 the program manager and to your fiscal contact. Electronic invoices must be submitted no later than the 8th of the month. If the 8th falls on a Saturday or 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 Yakima Valley Conference of Governments Financial Services. The signed original invoice must be received no later than the 10th of the month to be paid on the next scheduled payable date at the following address:

Yakima Valley Conference of Governments
311 N 4th Street, Suite 204
Yakima, WA 98901

- B. Under “General Terms and Conditions,” documentation of Insurance as reflected section 16. 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 end of the invoice period shall rest solely with the Executive 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. 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 the program manager directly at Yakima Valley Conference of Governments.