

**PROFESSIONAL SERVICE AGREEMENT
FACE SHEET**

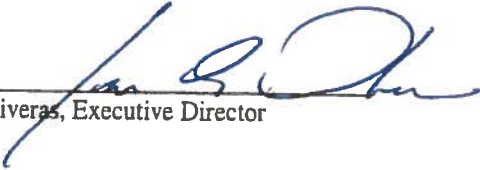




CONTRACTOR IS A <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> VENDOR		CONTRACT NUMBER: PSA HAF NCAC 17
1. NAME/ADDRESS: Carlos Oliveras, Executive Director Yakima Valley Farm Workers Clinic 601 N. Keys Road Yakima WA 98901	2. ORIGINAL CONTRACT AMOUNT: \$ 10,000	5. PREVIOUS CONTRACT AMOUNT: \$ 0.00
	3. CASH MATCH REQUIREMENT: \$ 0.00	6. MODIFICATION AMOUNT: \$ 0,000
	4. TOTAL CONTRACT AMOUNT: \$ 10,000	7. NEW TOTAL CONTRACT AMOUNT: \$ 10,000
8. CONTACT INFO: Janice Gonzales (509) 865-7630, ext 2743 Janiceg@yvfwc.org	9. YVCOG PROGRAM CONTACT INFO: Crystal Testerman 311 N 4th St, Suite 204 Yakima WA 98901 509-424-4695 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: January 1, 2017	12. CONTRACT END DATE: December 31, 2017	
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.		
YAKIMA VALLEY FARM WORKERS CLINIC NCAC	YAKIMA VALLEY CONFERENCE OF GOVERNMENTS	
 _____ Carol Oliveras, Executive Director	 _____ James A Restucci, Chairman	
_____ Date	 _____ Lauris C Mattson, Executive Director	
Attest:  _____ Jessica Hansen, Office & Communications Specialist	Approved as to form:  _____ YVCOG Attorney WSBA# 5205	

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 (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 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.

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. 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.

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 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/>.

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

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;

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 Contractor shall also be released from the obligation to perform the associated Statement of Work. 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.

EXHIBIT B

SCOPE OF WORK

PURPOSE:

The Contractor shall provide ancillary support services while operation the Homeless Assistance Fund (HAF) which supports the costs associated with providing direct emergency assistance to homeless families and individuals in Yakima County.

Projects and costs associated with HAF must serve homeless families or individuals who are literally homeless (arriving from the streets, in emergency or transitional housing for the homeless) or are formerly homeless individuals who are still engaged in housing services (Rapid Re-Housing or Permanent Supportive housing) who were literally homeless prior to entry into housing services.

The Contractor shall ensure that all persons served by the HAF project are screened for homelessness eligibility upon enrollment into the program. Evidence of such screenings shall be documented and maintained in individual client records, and is to be provided to YVCOG staff upon request.

The Contractor Shall:

1. Provide the following services:
 - A. Direct emergency assistance to the homeless included but not limited to:
 - i. Transportation (Bus passes, fuel, etc)
 - ii. Application fees
 - iii. Essential Needs (Food, clothing, hygiene items, minor household goods, etc)
 - iv. Prevention or Diversion activities related to maintaining housing for formerly homeless clients housed through RRH or PSH program
2. Other services as identified:
 - A. Unique barriers to housing stability, as determined by Case Manager and/or other Contractor Staff
 - i. May include non-traditional, unusual, or rare, but **MUST** be determined to be needed for housing stability based on individual circumstances
 - B. Prior approval for these expenses must be obtained from YVCOG staff for expenses under this item that exceed \$500 in value.
3. Coordination with clients and referral to appropriate community and mainstream resources, to include:
 - A. Evaluation of client need
 - B. Identification of appropriate resources
 - C. Referral, delivery, and follow-up

BUDGET

HOMELESS ASSISTANCE FUND

<i>Line Item</i>	<i>Amount</i>
Direct Emergency Assistance and Client Coordination and Referral	\$1,000.00
TOTAL	\$1,000.00

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