

**AGREEMENT BETWEEN
YAKIMA VALLEY CONFERENCE OF GOVERNEMENTS
AND
NORTHWEST COMMUNITY ACTION CENTER
IN CONJUNCTION WITH PROGRAM YEAR 2018 – 2019 for the
CONSOLIDATED HOMELESS GRANT (CHG) & HOMELESS HOUSING AND ASSISTANCE FUND (HHAF)**


1. Grantee Yakima Valley Farm Workers Clinic 601 N Keys Road Yakima WA 98901		2. Contract Amount <p style="text-align: center;">\$30,000.00</p>	3. Tax ID # <p style="text-align: center;">91-1019392</p>
4. Grantee's Program Representative Janice Gonzales (509) 865-7630, ext 2743 Janiceg@yvfwc.org		5. YVCOG Program Representative Crystal Testerman, Program Manager (509)424-4695 crystal.testerman@yvcog.org	
6. Grantee's Financial Representative Janice Gonzales, Emergency Service Manager (509) 865-7630, ext 2743 Janiceg@yvfwc.org		7. YVCOG's Contract Representative Lance Larsen, Financial Coordinator (509)574-1550 Lance.larsen@yvcog.org	
8. Contract #/Project Type: <p style="text-align: center;">NCAC – EWWS 2018-2020 Emergency Winter Shelter Vouchers</p>		9. CONTRACT START DATE <p style="text-align: center;">7/1/2018</p>	10. CONTRACT END DATE <p style="text-align: center;">6/30/2020</p>
11. Original Grant Amount <p style="text-align: center;">\$30,000.00</p>	12. Modification Amount 	15. Funding Authority <p style="text-align: center;">Local Surcharge Fee – 2163 Funds</p>	
13. TOTAL CONTRACT AMOUNT <p style="text-align: center;">\$30,000</p>		16. State/Federal BARS code <p style="text-align: center;">001-722-513-50-X02</p>	17. CFDA # <p style="text-align: center;">N/A</p>
17. Grantee Selection Process: (check all that apply) <input type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-Approved by Funder		18. Grantee Type: (check all that apply) <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Contractor <input checked="" type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Non-Profit	
Grant Purpose: This grant is designed to support an integrated system of housing assistance that can immediately address the need of a household or individual experiencing homelessness, in turn connecting them with the resources needed to end that homeless episode. Funded projects will support Yakima County's 5-Year Homeless Plan to Make Homelessness Brief and Rare through innovative practices that limit barriers to entry and prioritize unsheltered clients.			
Y V C O G and the GRANTEE, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed, to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) GRANTEE's 2018 - 2020 Homeless Housing, Operations, and Services Application for Funding – Scope of Work, (3) Guidelines for Homeless Housing and Assistance Fund (HHAF), (4) Guidelines for the Consolidated Homeless Grant (CHG), and (5) YVCOG's Grant Agreement with the Department of Commerce.			

(FACE SHEET)

This Contract contains the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.

NORTHWEST COMMUNITY ACTION CENTER

YAKIMA VALLEY CONFERENCE OF GOVERNMENTS



Juan Carlos Oliveras, Executive Director



James A Restucci, Chairman Date

06/22/18

Date



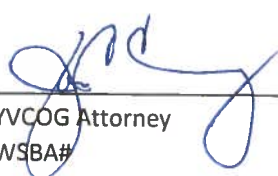
Lauris C. Mattson, Executive Director Date

Attest:

Agency Specialist

Attest:


Jodi Smith, Office & Comm. Specialist

Approved as to form:


YVCOG Attorney
WSBA#

TERMS AND CONDITIONS

SECTION NO. 1: PERFORMANCE

The GRANTEE will be responsible for administering an **Emergency Winter Weather Hotel/Motel Voucher Project** in a manner satisfactory to the YVCOG, and in accordance with the GRANTEE's 2018 - 2020 Homeless Housing Assistance RFP Application for Funding, submitted to the Yakima Valley Conference of Governments (YVCOG), as well as the Yakima County 5-Year Homeless Plan incorporated herein by reference.

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

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

It is the intent of the YVCOG to continue funding for this Program for the term of this Agreement based upon performance and funding availability, but continuation of the Program is solely based upon the discretion of the YVCOG and entirely contingent upon receipt of State and Local grant funds specifically allowed for this Program.

A. PROGRAM DELIVERY

The GRANTEE agrees to provide the following Program services:

Project Description:	NCAC EWWS Hotel/Motel Vouchers
Project Type:	Emergency Winter Weather Shelter
HMIS Project Name:	xxx
Projected # of Households Served:	40 unduplicated households

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

SECTION NO. 2: TIME OF PERFORMANCE

The term of this Agreement shall commence as of the date printed on the FACE SHEET and shall terminate on the date printed on the FACE SHEET, unless terminated sooner.

SECTION NO. 3: BUDGET

The GRANTEE is authorized to spend no more than THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) through 6/30/2019 AND THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) through 6/30/2020.

Category	Amount
Year 1: 7/1/2018 – 6/30/2019	
Admin – Indirect (3%)	\$1,000
Operations	\$5,000
Hotel/Motel Vouchers	24,000
Year 2: 7/1/2019 – 6/30/2020	
Admin – Indirect (3%)	\$1,000
Operations	\$5,000
Hotel/Motel Vouchers	24,000
TOTAL	\$30,000

SECTION NO. 4: PAYMENT

YVCOG shall reimburse GRANTEE an amount not to exceed the amount set forth on the FACE SHEET of this Agreement for all things necessary, or incidental to the performance of services as set forth in Section No. 1 of this Agreement.

GRANTEE's reimbursement for services set forth in Section No. 1 of this Agreement shall be in accordance with the terms and conditions outlined in the BUDGET chart located in Section No. 3 of this Agreement (above), as well as in accordance with the Program performance requirements. The YVCOG reserves the right to revise this amount in any manner which YVCOG may deem appropriate, to account for any future fiscal limitations affecting the YVCOG.

SECTION NO. 5: NOTICES

A. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as afore said shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice between the YVCOG and GRANTEE.

B. Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

SECTION NO. 6: SPECIAL CONDITIONS

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

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

The GRANTEE shall send essential staff to all mandatory YVCOG trainings and information meetings.

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

Specific to Project: "No special conditions."

SECTION NO. 7: GENERAL CONDITIONS

A. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records pertinent to the activities to be funded under this Agreement. Such records shall include and show compliance with the following, but not be limited to:

- a. Records documenting homeless status, or at risk of homeless status;
- b. Records documenting reasonable belief of imminent threat of harm;
- c. Records documenting annual income;
- d. Program participant records, housing standards and services provided;
- e. Conflict of interest and confidentiality requirements;
- f. Records documenting compliance with housing standards and Fair Housing; and
- g. Other records necessary to properly and thoroughly document compliance.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of six (6) years. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the six-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: *client name, address, income level or other basis for determining eligibility, and description of service provided*. Such information shall be made available to YVCOG monitors or their designees for review upon request.

4) Disclosure

a. "Confidential Information" as used in this section includes:

- i. All material provided to the GRANTEE by YVCOG that is designated as "confidential" by YVCOG;
- ii. All material produced by the GRANTEE that is designated as "confidential" by YVCOG; and
- iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to: information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party, except with the prior written consent of YVCOG or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide YVCOG with its policies and procedures on confidentiality. YVCOG may require changes to such policies and procedures as they apply to this Agreement, whenever YVCOG reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by YVCOG. Upon request, the GRANTEE shall immediately return to YVCOG any Confidential Information that YVCOG reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- c. **Unauthorized Use or Disclosure.** The GRANTEE shall notify YVCOG within five (5) working days of any unauthorized use or disclosure of any Confidential Information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

B. "INDEPENDENT CONTRACTOR"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the PARTIES. The GRANTEE shall, at all times, remain an "independent contractor" with respect to the services performed under this Agreement. The YVCOG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor, and thus GRANTEE is solely responsible.

C. HOLD HARMLESS.

The GRANTEE shall hold harmless, defend and indemnify the YVCOG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the GRANTEE's performance or nonperformance of the services or subject matter called for in this Agreement. The Washington State Department of Commerce (DOC) and the State of Washington are not liable for claims or damages arising from GRANTEE's performance or nonperformance of this Agreement.

D. WORKERS' COMPENSATION.

The GRANTEE shall provide statutorily sufficient Workers' Compensation Insurance coverage for all subject employees involved in the performance of this Agreement.

E. INSURANCE AND BONDING.

During the term of the Agreement, the GRANTEE shall maintain in force at its own expense, the following types and amounts of insurance:

- 1) General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. Supplemental umbrella insurance coverage combined with the General Liability Insurance of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage is also acceptable. It shall provide that the YVCOG, its agents, officers and employees are Additional Insureds, but only with respect to the GRANTEE's services to be provided under this Agreement; and
- 2) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the GRANTEE or its insurer(s) to the YVCOG. As evidence of the insurance coverages required by this Agreement, the GRANTEE shall furnish an acceptable insurance certificate to the YVCOG at the time the GRANTEE returns the signed Agreement.

F. AMENDMENTS/MODIFICATION.

The YVCOG or GRANTEE may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed with the same formality as this Agreement, in writing and signed by a duly authorized representative of each PARTY. Such amendments shall not invalidate this Agreement, nor relieve, or release the PARTIES from obligations under this Agreement. **All amendments to the budget must be requested in writing by the GRANTEE, and shall be submitted to the YVCOG's Contract Representative (as noted on the Face Sheet). If approved, the YVCOG will notify the GRANTEE in writing.** Budgeted amounts shall not be shifted between categories or Programs without written approval by the YVCOG, and any costs for completing the Program/activities over and above the amount awarded by the YVCOG shall be the sole financial responsibility of the GRANTEE.

The YVCOG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the Program/ activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

G. SUSPENSION OR TERMINATION.

The YVCOG may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

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

H. REPORTING AND PAYMENT PROCEDURES.

1) Indirect Costs

A total of six percent (6%) for administrative (indirect) costs is allowable for projects that align with the homeless housing program per RCW 36.22.179: Surcharge for local homeless housing and assistance—Use.

2) Payment Procedures

The YVCOG shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the YVCOG and approved by YVCOG staff. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for reimbursement of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 10th of each month for the previous month's expenditures, using the invoice forms provided by YVCOG staff. For expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 8th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, sub-grant or other founding source. **GRANTEE shall submit reimbursement requests to the YVCOG's Contract Representative designated on the Face Sheet of this Agreement.**

Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the YVCOG's Contract Representative designated on the Face Sheet of this Agreement.

Payment will be made within thirty (30) days after receipt of the GRANTEE's complete reimbursement request, except as provided by state law. If the YVCOG objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the PARTIES shall immediately make every effort to settle the disputed amount.

In the event that the YVCOG determines any funds were expended by the GRANTEE for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, the YVCOG may order repayment of the same. The GRANTEE shall remit the disallowed amount to the YVCOG within thirty (30) days of written notice of the disallowance.

- a. The GRANTEE agrees that funds determined by the YVCOG to be surplus upon completion of the Agreement will be subject to cancellation by the YVCOG;
- b. The YVCOG shall be relieved of any obligation for payments if funds allocated to the YVCOG cease to be available for any cause other than misfeasance of the YVCOG itself; and
- c. The YVCOG reserves the right to withhold payments pending timely delivery of Program reports or documents as may be required under this Agreement.

3) Homeless Management Information System (HMIS)

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

GRANTEE shall submit a Monthly Quantitative Data Report with monthly reimbursement requests, on or before the 10th day of each month. The report must contain the names of the projects for which data has been entered and must include a statement for each project verifying that the data is both complete and accurate. All issues preventing accurate and complete data submissions in the HMIS shall be communicated through the HMIS support ticket system.

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

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

YVCOG HMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to www.yvcog.org. Communications regarding updates to the website will be distributed via e-mail to current HMIS. GRANTEE will submit questions regarding participation in the HMIS, including data collection responsibilities, via the support request tool in the HMIS.

4) Other Reporting Requirements

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

I. CONTRACT MANAGEMENT STANDARDS.

The GRANTEE shall maintain accurate records to account for its expenditures and program performance. The YVCOG has the right to monitor and audit the finances of the GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this Agreement. The YVCOG designee may inspect and audit all records and other materials and the GRANTEE shall make such available upon request.

J. INTERNAL AUDITING CONTROL.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the YVCOG, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

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

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

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

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

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

K. NONDISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The GRANTEE agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the GRANTEE.

Discrimination shall not include GRANTEE's selection of certain individuals to serve as Board members or managers on the basis of membership in a protected class provided that the selection is based on a bona fide occupational qualification.

L. COMPLIANCE WITH LAWS.

Each party shall comply with all applicable federal, state and local laws, regulations, and Executive Orders applicable to the subject matter of this Agreement, which are incorporated by reference into this Agreement.

M. ASSIGNMENTS.

This Agreement is binding on the parties and their heirs, successors, and assigns. The GRANTEE may not assign, transfer or subcontract its interest, in whole or in part, without the prior written consent of the authorizing official for the YVCOG of Spokane.

N. NON-WAIVER.

No delay or waiver by either party to exercise any contractual right shall be considered as a waiver of such right or any other right currently or in the future.

SECTION NO. 8: SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless remain in full force and effect.

SECTION NO. 9: SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION NO. 10: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the YVCOG and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the YVCOG and the GRANTEE with respect to the subject matter of this Agreement.

SECTION NO.11: ANTI-KICKBACK

No officer or employee of the YVCOG, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

SECTION NO.12: CONSTRUAL

The GRANTEE acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the performance means that only the best general practice is to prevail, and that only material and workmanship of the best quality are to be used. This Agreement shall be construed neither in favor of, nor against either party, and is intended to benefit only the Parties to this Agreement, there are no third-party beneficiaries.

SECTION NO.13: RELIGIOUS ACTIVITIES

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

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

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

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

SCOPE OF WORK



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YV Conference of Governments
Homeless and Housing Program
YVCOG HP RFP 2018-2020
4/9/2018 deadline

Yakima Valley Farm Workers Clinic DBA Northwest Community Action Center
Winter weather Hotel/Motel Vouchers

USD\$ 60,000.00 Requested

Submitted: 4/5/2018 4:23:37 PM
(Pacific)

Project Contact

Janice Gonzales
janiceg@yfwc.org
Tel: 509-865-7630

Additional Contacts

none entered

**Yakima Valley Farm
Workers Clinic DBA
Northwest Community
Action Center**

706 Rentschler Lane
same as above
Toppenish, WA 98948

**Emergency Services
Manager**

Janice Gonzales
janiceg@yfwc.org

Telephone 509-865-7630
Fax 509-865-5116
Web YVFWC.com

Application Questions

PROJECT NARRATIVE

1. PROJECT SUMMARY: Provide a brief description of the proposed project. Describe how the project is aligned with the goals in the Yakima County 5-Year Plan.

The Yakima County 5-Year Plan can be found in the Library tab.

Northwest Community Action Center (NCAC), a division of Yakima Valley Farm Workers Clinic, will issue hotel motel vouchers to homeless individuals and families in Yakima County. Although we will make services available to all eligible clientele, we will place emphasis on service to that portion of the county south of Union Gap. Each family and/or individual will be assessed and entered into the coordinated entry system to help link the client with the most appropriate

additional services needed to expedite placement in stable housing. Hotel/Motel vouchers will be issued to those individuals for whom other emergency shelter accommodations are not appropriate for or accessible to. Northwest Community Action Center will utilize existing agreements with six motels in Yakima, Toppenish, and Sunnyside to temporarily house program clientele. In addition, NCAC will utilize, the Cosecha Apartments, a seasonal farmworker housing unit, to house larger families. Cosecha Apartment utilization is made possible through an agreement with the Yakima Housing Authority. Yakima Housing Authority was granted a waiver from the USDA to utilize this housing for homeless emergency shelter during the months that the housing traditionally lies vacant, November through March. The onsite manager will assist with checking in clients and will work closely with NCAC case managers to ensure smooth operations.

2. TARGET POPULATION: Describe in detail the target population this project will serve. Include agency's experience working with this particular population and knowledge/understanding of this populations' unique service needs.

Please indicate how serving this population aligns with the 5-Year Plan.

In as much as there are few emergency shelter options for families with children, Northwest Community Action Center will target specifically those homeless families with children. This population is specified in the 5-year plan as a priority group.

Northwest Community Action Center has extensive experience providing emergency hotel motel vouchers with the aim of moving families from temporary to permanent housing. Since its inception in 1982, Northwest Community Action Center (NCAC) has been providing families, individuals and youth with a wide range of educational, social and human services. With experienced staff and an extensive array of service options, NCAC is equipped with the resources, experience and expertise to successfully move clients rapidly from homelessness.

Currently NCAC operates CHG, TANF, and HEN rapid rehousing, Coordinated Entry and Extreme Weather Hotel/Motel Voucher program services. As well, two existing skilled, experienced case managers, resumes attached, will continue to work with homeless households to remove barriers and promote rapid rehousing in stable and healthy living environments as appropriate.

3. SERVICES/ACTIVITIES: Describe the services/activities proposed in a specific and detailed manner. Include a description of how the services/activities will be implemented and the frequency/duration of services.

Please indicate how the proposed services align with the 5-Year Plan.

Northwest Community action Center will provide a total of 4,470 bed-nights during the contract period serving 80 households or 240 individuals at an average cost of 11.19 per bed-night by providing hotel/motel vouchers to homeless individuals and families in Yakima County. Although we will make services available to all eligible clientele, we will place emphasis on service to that portion of the county south of Union Gap. Each family and/or individual will be assessed and entered into the coordinated entry system to help link the client with the most appropriate additional services needed to expedite placement in stable housing. Hotel/Motel vouchers will be issued to those individuals for whom other emergency shelter accommodations are not appropriate for or accessible to. Northwest Community Action Center will utilize existing agreements with six motels in Yakima, Toppenish, and Sunnyside to temporarily house program clientele. In addition, NCAC will utilize, the Cosecha Apartments, a seasonal farmworker housing unit, to house larger families. Cosecha Apartment utilization is made possible through an

agreement with the Yakima Housing Authority. Yakima Housing Authority was granted waiver from the USDA to utilize this housing for homeless emergency shelter during the months that the housing traditionally lies vacant, November through March. The onsite manager will assist with checking in clients and will work closely with NCAC Case managers to ensure smooth operations.

4. LOCATION: In what City or Cities will your project be located? Describe how the services will be available and accessible.

Is this location near a public transit line and/or will your services include client transportation, if necessary.

Northwest Community Action Center, a division of Yakima Valley Farm Workers Clinic, delivers service in accessible facilities throughout Yakima County. With clinics in Grandview, Sunnyside, Granger, Wapato, Toppenish, and multiple sites in Yakima, we will arrange to meet clients as close to where they are as possible minimizing the need for transportation. As has been our practice in the past, we will continue to work with existing shelter providers to identify clientele and, if necessary go on site to provide services. Our primary service location will be at Northwest Community Action Center, 706 Rentschler Lane, Toppenish, WA 98948. Our office is a regular stop on People for People's Community Connector and Pahto Public Passage routes. As well, all Yakima sites are near a public transit line.

This organization has the capacity to accommodate persons with disabilities and provide individual accommodations to meet specific person's or household's need. We are compliant with all local, state, and federal rules and regulations associated with accessibility for persons with disabilities or who have special needs. Staff receive regular training regarding providing services to persons with disabilities or who have special needs and our compliance officer ensures that we have the tools, training and resources to provide quality services to all.

Because we have established positive working relationships with hotel/motels throughout the Valley, we are sometimes able to authorize the voucher electronically and follow up with the client after the families is sheltered.

5. LINK TO NEED: Describe how the proposed services/activities, including the location, meet the needs of the target population and fill any gaps in services. How do the proposed services meet the need in the community without duplicating efforts?

Indicate whether the service delivery model to be used is best practice, and provide detailed information to support that the project design is: a) evidence based, or b) introduces an innovation that improves the services provided.

According to the 5 year plan Families with children are among the highest priority representing some of the greatest need. As well, there are no family shelters in the area of Yakima County south of Union Gap.

With locations throughout Yakima County, NCAC will have the capacity to meet these needs. NCAC is uniquely poised to fill any gaps in service given our vast service array including social, emergency, education, physical and mental health, and nutrition services.

NCAC's Extreme Winter Weather Hotel/Motel voucher program incorporates the values of housing first into its service delivery strategy. Both the YVCOG 5 Year Plan and the State of Washington Homeless Housing Strategic Plan promote the adoption of a housing first model.

Another emphasis considered a best practice is to move unsheltered families to housing as soon as possible.

Our experienced homeless case managers are well versed in the availability of services in and have developed working relationships with a number of hotels in the area. Likewise we have coordinated with the Yakima Housing Authority to lease seasonal farm worker housing units to be used in place of hotel vouchers for larger families.

6. ACCESSABILITY: Describe in detail how the proposed project will be accessed by the targeted population.

How will this project coordinate with the Coordinated Entry System?

Northwest Community Action Center a division of Yakima Valley Farm Workers Clinic delivers service in accessible facilities throughout Yakima County. With clinics in Grandview, Sunnyside, Granger, Wapato, Toppenish, and multiple sites in Yakima, we will arrange to meet clients as close to where they are as possible maximizing accessibility for targeted populations.

We will also work closely with client advocates, schools, and other community organizations to extend services to our target population and provide for ease in access through multiple connection points. All clientele served by this project will be assessed using the VI-SPDAT of the Coordinated Entry System designed to identify those most in need and those appropriate for rapid rehousing services or other housing options.

As an experienced provider of services to the homeless, NCAC is familiar with the locations that the homeless frequent and will make continued efforts to contact the homeless where they are. In addition, we will work closely with other service agencies, law enforcement, and religious or other philanthropic organizations to identify opportunities for outreach throughout the year.

7. HOUSING SEARCH AND STABILIZATION: For Rapid Rehousing/Rental Assistance Projects ONLY. Describe the agency's experience in working with area landlords and/or property managers and detail the project's planned liaison efforts.

Describe your agency's approach to maintaining strong relationships with landlords and providing tenants with knowledge of their responsibilities as a tenant.

Although this section is not specifically applicable to this proposal, in all likelihood, households participating in the Hotel/Motel voucher program will also benefit from our strong established relationships with landlords. As a long-term homeless service provider, NCAC has developed relationships with over 500 landlords and property managers that have demonstrated a willingness to work with us to provide safe, permanent housing for families and individuals experiencing homelessness. NCAC will continue to work to develop these relationships and expand affordable housing options for the homeless in Yakima County.

Recognizing that many of our potential clientele may have significant obstacles to finding permanent housing, case management, client advocacy, landlord outreach, and landlord support services are critical. Bad credit, past evictions, and criminal records, and/or lack of income often times make a client less appealing to the perspective landlord. These issues may be formidable challenges to overcome for the client to be accepted as a tenant.

NCAC will advocate for the client and, as necessary, offer special incentives to landlords to encourage them to accept homeless households. Larger deposits, first and last month rent at move in as well limited damage repair coverage may be provided as allowable to induce landlords to accept clientele.

Sometimes case management alone can be an excellent selling point for landlords. NCAC will mediate issues between the tenant and landlord to help the tenant be a better renter while at the same time, avert potential costly evictions procedures by a landlord. In other words, NCAC will provide both advocacy for the homeless and support for the landlord.

8. COMPLEMENTARY SERVICES and COORDINATION: Describe other services, projects, and agencies that will provide services or resources to project participants that help meet needs and promote movement toward permanent housing.

Describe in detail any formal agreements or history of partnerships (i.e. education, employment, life skills, mental health, substance abuse) that your agency has with partnering agencies and UPLOAD signed MOU's/agreements in the Documents Tab.

As a community action agency, NCAC has a variety of services including hotel motel vouchers, energy assistance, life skills classes, GED, computer banks, job clubs and other employment, social, and education services.

Coordination and collaboration with other service agencies are critical to the success of our program. As such, we will continue to work closely with any and all homeless service providers as well as other support agencies to maximize service access and availability to our clientele. Likewise, coordinated entry will help us to identify other housing opportunities within our homeless service system.

NCAC will continue to serve as the lead organization for the Mid-Valley Provider Consortia, (see MOU) a group of organizations providing a variety of services to our community throughout Yakima County. In addition, NCAC will continue to participate in local homeless advisory groups.

Finally, as a division of Yakima Valley Farm Workers Clinic our Behavioral Health, medical, dental, optical and WIC services can also be a valuable asset as we strive to make homelessness in Yakima County brief and rare.

9. PROJECT OUTPUTS: The overall goal of this RFP is to prioritize unsheltered, rapidly move households into permanent housing, and reduce the time spent homeless and on the streets or in shelters. The next FOUR (4) questions address projected output.

Will your project have measurable outputs?

- Yes
- No
- Other:

10. A) PERSONS SERVED: Indicate number of projected unduplicated persons and

households to be assisted for a 12 month program period. Unduplicated means that each person/household served by the project is counted only once during the program period. Disregard Total at the bottom.

110	Unduplicated Persons (7/1/18 - 6/30/19)
40	Unduplicated Households (7/1/18 - 6/30/19)
150.00	TOTAL

11. B) SERVICE UNITS: Identify and describe THREE (3) service units to be provided. (Examples: number of outreach contacts, emergency shelter bed nights, housing stability service hours, vouchers, etc.)

For each service unit, indicate total number of service units to be provided in a 12-month program period. Identify how you track and monitor clients and services provided; be specific.

- e40 vouchers will be issued to 40 households
- 120 individuals will be moved from unsheltered to sheltered
- 2,235 bednights will be provided

Client status and overall performance will be tracked through the HMIS system

12. C) EMERGENCY SHELTER & TRANSITIONAL HOUSING PROJECTS ONLY: How many units (or beds) are in your program and what percent of utilization do you anticipate:

Disregard Total at the bottom.

0	# of Units
0	# of Beds
0	% Utilization Rate
0.00	TOTAL

13. D) POTENTIAL BARRIERS: Describe any potential barriers to achieving the identified output(s) and the strategy for overcoming these barriers in order to meet the proposed performance targets.

The homeless face formidable barriers to rehousing. Consequently, not all hotels are willing to accept emergency vouchers or their rates are much higher than the hotel voucher program can support. NCAC currently has six hotels willing to accept our vouchers. We have further expanded our capacity to shelter families through our agreement with Yakima Housing Authority.

We will leverage our internal resources and those within the community to increase our ability to serve more families.

14. Please select your proposed project type for this application. Separate applications must be done for each project your agency will apply for.

Answer ONLY the questions below that pertain to your project type; type N/A in questions that do not pertain.

- Coordinated Entry Services
- Emergency Shelter (DV, Youth, 24-hour, overnight only)
- Winter Weather Hotel/Motel Vouchers

- Outreach Services
- Rapid Rehousing (RRH) / Rental Assistance (RA)
- HEN Rental Assistance
- TANF Rental Assistance
- Capital Improvement

15. COORDINATED ENTRY SERVICES: Describe your agency's process for completing the CE Intake Assessment and ensuring the client gets prioritized appropriately. Indicate number of estimated assessments your agency is likely to complete per month.

Describe any potential barriers this project may encounter and the strategy for overcoming these barriers.

Our Agency intends to be a point of access for coordinated entry.

16. EMERGENCY SHELTER: Emergency Shelter Projects have the following performance targets: at least 60% of clients exit to permanent housing and an average length of stay of 20 days. Describe your action plan to achieve these targets.

Describe any potential barriers to achieving the identified outcomes and the strategy for overcoming these barriers.

All winter weather voucher recipients will be exposed to the full array of services available through NCAC. Although, there may be instances that an individual family remain in the program for over 30 days, the initial voucher issuance will be for 7 days. As well, subsequent extensions are also issued for no more than 7 days. With this in mind, it has been our experience the families that are housed normally secure housing within the first 14 days of complying in earnest with the housing stability plan.

NCAC will advocate for the client and, as necessary, offer special incentives to landlords to encourage them to accept homeless households. Larger deposits, first and last month rent at move in as well limited damage repair coverage may be provided as allowable to induce landlords to accept clientele.

Sometimes case management alone can be an excellent selling point for landlords. NCAC will mediate issues between the tenant and landlord to help the tenant be a better renter while at the same time, avert potential costly evictions procedures by a landlord. In other words, NCAC will provide both advocacy for the homeless and support for the landlord.

17. RAPID REHOUSING (RRH)/RENTAL ASSISTANCE (RA) - Describe your agency's process for assisting clients in obtaining necessary identification, disability, and homeless verification documentation to obtain housing assistance.

Describe any potential barriers this project may encounter and the strategy for overcoming these barriers.

This section is not applicable to this proposal.

18. RRH: RRH projects have the performance targets of: at least 90% of clients exit to permanent housing, an average length of time from enrollment to move-in of 14 days or

less, and less than 5% of clients returning to homelessness within 1 year.

Describe your action plan for meeting the identified outcomes and your strategy for overcoming any barriers to meeting the proposed performance targets.

This section is not applicable to this proposal.

19. RA: TH or PSH: TH projects will only be considered for youth or DV clients. Performance targets for: TH - at least 80% exit to PH and average LOS less than 180 days. PSH - at least 90% retain or exit to PH.

Describe your action plan for meeting the identified outcomes and your strategy for overcoming any barriers to meeting the proposed performance targets. Describe your action plan for increasing or maintaining the total income of clients served.

This section is not applicable to this proposal.

20. CAPITAL IMPROVEMENT: Please attach a copy of the signed Purchase Agreement, Lease Agreement, Zoning Approval and any other supporting documentation under the Documents tab.

Please give a "yes", "no", or "unknown" response for each question below.

Does your agency own the property or have a contract to purchase or lease the property?

Does the proposed use of project comply with city zoning codes and state regulations?

Will this project require relocating individuals and if so, does your agency intend to comply with the Uniform Relocation Act (URA)? (See Library Tab)

Does the proposed use of this project directly benefit homeless individuals?

Does this proposed project align with the goals outlined in the Yakima County 5-Year Plan? (see Library Tab)

TOTAL

21. CAPITAL IMPROVEMENT: Describe your proposed project in detail including timeline for completion, proposed deliverable, and how it aligns with the 5-year plan.

This section is not applicable to this proposal.

22. OUTREACH SERVICES: Describe the anticipated outcomes of your project and what will be the proposed deliverables?

Describe your action plan for connecting your target population to a Coordinated Entry Access Point and prioritized for housing or other services.

Our multi-faceted outreach plan will target three primary groups: 1) the homeless, 2) for profit and non profit landlords, and 3) other service providers.

In respect to outreach to the homeless, one of the obvious outreach opportunities is the annual Point in Time/Project Homeless Connect Events. Northwest Community Action Center has been a participant in these activities for the past eight years. NCAC will continue to participate throughout the county as well as serve as a primary sponsor of the Toppenish Food Bank event. As an experienced provider of services to the homeless, NCAC is familiar with the locations that the homeless frequent and will make continued efforts to contact the homeless where they are. In addition, we will work closely with other service agencies, law enforcement, and religious or

other philanthropic organizations to identify opportunities for outreach throughout the year.

We have developed multiple working relationships with both for-profit and non profit landlords. We will continue to reach out to these entities and work to expand the list of participating landlords through presentations to and/or participation in landlord associations, city and county meetings, and other professional and service related organizations. We also contact landlords directly to help the homeless identify suitable housing and keep communications open with the landlords to enable our staff to mediate issues early before those issues jeopardize a clients housing or our relationship with landlords.

Finally, coordination and collaboration with other service agencies are critical to the success of our program. As such, we will continue to work closely with any and all homeless service providers as well as other support agencies to maximize service access and availability to our clientele. As well, NCAC will continue to serve as the lead organization for the Mid-Valley Provider Consortia, a group of organizations providing a variety of services to our community throughout Yakima County. In addition, NCAC will continue to participate in local, regional and statewide homeless advisory, advocacy, and support groups.

AGENCY CAPACITY AND EXPERIENCE

23. AGENCY CAPACITY AND EXPERIENCE: Please provide a brief response to each question below.

Please give a "yes", "no", or "unknown" response for each question below

- YES Does your agency have experience providing homeless housing and/or services?
- YES Does your agency have experience managing and accounting for public funding?
- YES Have you had an audit in the last 24 months?
- NO Has your agency received any audit or monitoring findings in the last 3 years? If yes, upload audit in Documents Tab.
- NO Has your agency undergone organizational restructuring in the last 24 months?
- NO Has your agency experienced turnover in key management positions in the last 24 months pertinent to this project?
- YES Does your agency maintain policies for minimum qualifications for the staff members who will provide client services. If yes, please attach in Document Tab.
- YES Does your agency utilize policies, procedures, and best practices to promote fairness and opportunity for all people, particularly people of color and communities that are disproportionately represented among the homeless population?
- YES Does your agency assure access to underserved communities impacted by homelessness?

YES Will your agency provide services to racial and ethnic minorities, immigrants and refugees, individuals with disabilities, LGBTQ, and people with limited English proficiency?

YES Does your agency identify specific cultural based needs of populations and use that information to modify engagement and services?

YES Does your agency conduct self-assessment of its fair and just practices and cultural competency including both internal and external input?

YES Does your agency participate in HMIS currently?

YES Does your agency currently participate in the Coordinated Entry System for Yakima?

TOTAL

24. AGENCY COMMUNITY PARTICIPATION/COLLABORATION: Upload any MOUs between partnering agencies in the Documents Tab.

Please give a "yes", "no", or "unknown" response for each question below

YES Does your agency participate in local homeless planning committees?

YES Is your agency collaborating with partner agencies? Please attach all MOU's.

TOTAL

Budget

CAPITAL IMPROVEMENT PROJECT BUDGET	This Request	Other Federal	Other State/Local	Private or Other	TOTAL
Design & Inspection					USD\$ 0.00
Project Manager/Consultants					USD\$ 0.00
Relocation Costs (if applicable)					USD\$ 0.00
Title Insurance					USD\$ 0.00
Environmental Review					USD\$ 0.00
Permits & Fees					USD\$ 0.00
Land Acquisition					USD\$ 0.00
Site Development & Landscape					USD\$ 0.00
Utilities					USD\$ 0.00

Other:					USD\$
					0.00
Total	USD\$ 0.00	USD\$ 0.00	USD\$ 0.00	USD\$ 0.00	USD\$ 0.00

ALL OTHER PROJECT TYPES BUDGET	TOTAL Project Cost	Request Amount	Other Revenue	In-Kind Contribution	Anticipated Donations
Personnel Costs (Direct - 100% to program)	USD\$ 9,766.00	USD\$ 9,766.00			
Admin (Indirect - expenses shared with organization)	USD\$ 1,000.00	USD\$ 1,000.00			
Facilities Costs (Rent/Mortgage)					
Operating Costs (Insurance, Utilities, Phone, Supplies, Mileage, etc.)	USD\$ 1,000.00	USD\$ 1,000.00			
Operating Equipment (max \$1,500)	USD\$ 80.00	USD\$ 80.00			
Program Expenses:					
Specific: Case Management					
Specific: Hotel/Motel Vouchers	USD\$ 58,154.00	USD\$ 48,154.00	USD\$ 10,000.00		
Specific: Coordinated Entry Access Point					
Specific: RRH/RA - (For-Profit Only)					
Specific: TANF RA - (For-Profit Only)					
Specific: HEN RA					
Specific: Outreach Services					
Specific: Emergency Shelter Services					
Total	USD\$ 70,000.00	USD\$ 60,000.00	USD\$ 10,000.00	USD\$ 0.00	USD\$ 0.00

Budget Narrative

Provides funding to cover costs for case management staff, operational, winter weather Hotel/Motel vouchers necessary to fund the program for two years. Additional 10,000 represents the internal source that will be used provide winter weather

hotel/vouchers including Cosecho Court Costs.

Documents

Documents Requested *

Commitment letters for all leveraged funds/Letters of Support

Verification and Signature (2018 RFP APPLICATION COVER SHEET)

[download template](#)

Project Map/Program Service Area

For Non-Profits: IRS Form 990

For Non-Profits: Board Documentation (List of Board Members, Charter, ByLaws)

For Non-Profits: 501(c)3 Tax Exempt Letter

General Liability Insurance Certificate

Agency's Audit Report for the most recent Fiscal Year

Other relevant documentation

Board Documentation (List of Board Members, Organizational Chart)

Required? Attached Documents *

✓

[MVPC MOU](#)

[Letter to Commit Resources](#)

[Letter of Support DSHS](#)

[Letter of Support PFP](#)

[Letter of Support SSSD](#)

[YNHS Letter of Support](#)

[Yakima Housing Authority Agreement](#)

[Letter of Support Rod's House](#)

✓

[2018 Application Cover](#)

✓

[Form 990](#)

✓

[Board list of members](#)

[Bylaws](#)

✓

[501\(c\)3 Tax Exempt Letter](#)

✓

[General Liability Insurance Certificate](#)

✓

[Agency Audit](#)

[competency-qualifications for vacant Case Manager](#)

[Resume of Mariana Ambriz](#)

[Resume of Misael Maldonado](#)

[Resume of Janice Gonzales](#)

✓

[Board Roster](#)

[organizational chart](#)

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