

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


<b>1. GRANTEE</b> Transform Yakima Together PO BOX 363 Yakima, WA 98907		<b>2. Contract Amount</b>  \$475,000.00	<b>3. Tax ID #</b>  51-0175998
<b>4. Grantee's Program Representative</b>  Andrew Ferguson, Exec Director (509)426-2929 Aferguson57@gmail.com		<b>5. YVCOG Program Representative</b>  Crystal Testerman, Program Manager (509)424-4695 crystal.testerman@yvcog.org	
<b>6. Grantee's Financial Representative</b>  Andrew Ferguson, Exec Director (509)426-2929 Aferguson57@gmail.com		<b>7. YVCOG's Contract Representative</b>  Lance Larsen, Financial Coordinator (509)574-1550 Lance.larsen@yvcog.org	
<b>8. Contract #/Project Type:</b> TYT – Shelter 2018-2020 Temporary Emergency Shelter		<b>9. CONTRACT START DATE</b>  7/1/2018	<b>10. CONTRACT END DATE</b>  6/30/2020
<b>11. Original Grant Amount</b>  \$475,000	<b>12. Modification Amount</b>	<b>14. Funding Authority</b>  Local Surcharge fee -2163 funds	
<b>13. TOTAL CONTRACT AMOUNT</b>  \$475,000.00		<b>15. State/Federal BARS code</b>  001-712-516-50-X09	<b>16. CFDA #</b>  N/A
<b>17. Grantee Selection Process:</b> (check all that apply) <input type="checkbox"/> Sole Source <input type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-Approved by Funder		<b>18. Grantee Type:</b> (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	
<b>Grant Purpose:</b> 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) 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.

Transform Yakima Together

YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

  
Andrew Ferguson

  
James A Restucci, Chairman Date

6/22/18  
Date

  
Lauris C. Mattson, Executive Director Date 26 June 2018

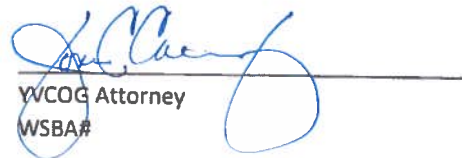
Attest:

\_\_\_\_\_  
Agency Representative

Attest:

  
Jodi Smith, Office & Comm. Specialist

Approved as to form:

  
WCOG Attorney  
WSBA#

**TERMS AND CONDITIONS**

**SECTION NO. 1: PERFORMANCE**

The GRANTEE will be responsible for administering a capital project for a 24-hour Low Barrier Shelter in a manner satisfactory to the YVCOG, and in accordance with the Project Scope of Work, 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 Project Scope of Work, 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:	24-hour Low Barrier Shelter
Project Type:	Emergency Shelter
HMIS Project Name:	xxx
Projected # of Households Served:	120 + households nightly

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**

GRANTEE is authorized to spend no more than **FOUR HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$475,000.00)** through 6/30/2019 and no more than **FOUR HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$475,000.00)** through 6/30/2020.

<u>Category</u>	<u>Amount</u>
<b>Year 1: 7/1/2018 – 6/30/2019</b>	
Admin – Indirect (6%)	\$28,500
Operations	\$446,500
<b>Year 2: 7/1/2019 – 6/30/2020</b>	
Admin – Indirect (6%)	\$28,500
Operations	\$446,500
<b>TOTAL</b>	<b>\$950,000</b>

**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:** On intervals required by the City, Camp Hope will vacate the site for two weeks. During that time, Transform Yakima Together will provide a safe, secure and sanitary location.

## **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

GRANTEE may use six percent (6%) for administrative (indirect) costs 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 10<sup>th</sup> 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](http://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](mailto: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

## Scope of Work

### PURPOSE

The purpose of this agreement is to provide Temporary Shelter services for homeless individuals, couples and families during the contract period July 1, 2018 through June 30, 2020. Shelter services shall be provided in a safe, secure, and sanitary environment.

### PROGRAM GOALS

The goals for this funding is to provide shelter for homeless clients:

- Shelter for chronically homeless persons
- Shelter for unsheltered families and couples
- Shelter for unsheltered young adults (18-24)
- Shelter for unsheltered clients with pets

The contractor shall, at a minimum:

- **Staff, supervise, and manage the creation and availability of temporary 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 Temporary Shelter project. Provide a means for following up on these grievances that is NOT conducted by an involved staff person or volunteer or their direct reports.

• **Conduct temporary shelter programs subject to the following conditions:**

1. Comply with the following reporting requirements:
  - A. Participate fully and completely in the Department of Commerce'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 ~~3%~~ <sup>6%</sup> 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.

## STANDARDS

The following standards shall apply for temporary homeless shelter.

- A. No part of temporary homeless shelters shall encroach on setbacks between properties, or into a critical area or critical area buffer. If tents are necessary due to construction, any tent, canopy or membrane structure must be located a reasonably safe distance away from any building, parked vehicle, internal combustion engines or other tent, canopy or membrane structure
- B. The maximum number of occupants within a temporary homeless shelter shall be determined by taking into consideration the size and conditions of the proposed site and City ordinance.
- C. A transportation and parking plan is required which shall include provisions for transit services for said shelter use.
- D. The managing agency shall not permit children under the age of 18 to stay overnight in the temporary homeless shelter, unless accompanied by a parent or guardian. If a child under the age of 18, alone, attempts to stay overnight, the managing agency shall endeavor to find alternative shelter for the child and any accompanying parent or guardian. No children under 18 that are not accompanied by a parent or guardian are allowed in the temporary homeless shelter.
- E. The managing agency shall provide and enforce within said shelter a written code of conduct, which not only provides for the health, safety and welfare of the temporary homeless shelter residents, but also mitigates impacts to neighbors and the community.
- F. The managing agency, shall ensure compliance with applicable state statutes and regulations and local ordinances concerning, but not limited to, drinking water connections, solid waste disposal, human waste, outdoor fire or burning, electrical systems, and fire resistant materials.
- G. The managing agency shall provide at said shelter sanitary portable toilets in the number required, if necessary, to meet capacity guidelines by the manufacturer, self-contained hand washing stations by the portable toilets and by the areas where food is either dispensed or consumed communally, sufficient refuse receptacles, communal tents for food dispensing and consumption, adequate number of fire extinguishers with appropriate rating, security tent, and adequate source of water for both sanitation and drinking.
- H. The managing agency shall appoint a member to serve as a point of contact for the Yakima Police Department. At least one member must be on duty at all times at said shelter. The names of the on-duty members shall be posted daily.

- I. The managing agency shall permit inspections of the temporary homeless shelter by the Yakima Health District, and timely implement all directives of the health district within the time frame specified by the health district. They shall immediately report to the health district suspected food poisoning, unusual prevalence of fever, diarrhea, sore throat, vomiting, jaundice, productive cough, or when weight loss is a prominent symptom among occupants
- J. The managing agency shall take all reasonable and legal steps to obtain verifiable identification from prospective temporary homeless shelter residents and use the identification to obtain sex offender and warrant checks from the appropriate agency. All legal requirements with respect to prospective residents identified as sex offenders or having warrants shall be followed.
- K. The managing agency shall immediately contact the Yakima Police Department if someone is rejected or ejected from the temporary homeless shelter where the reason for rejection or ejection is an active warrant or a match on a sex offender check, or if, in the reasonable opinion of the on-duty member or on-duty security staff, the rejected/ejected person is a potential threat to the community.
- L. The managing agency shall permit reasonable inspections of the temporary homeless shelter by the city's code enforcement officers, building officials, development services director, fire marshal or their designee. The managing agency and sponsor shall implement all directives resulting from such inspections within 48 hours of notice, unless otherwise noted.