

BOARD OF YAKIMA COUNTY COMMISSIONERS
NOTICE TO PROPOSERS RFQ C11310Q

NOTICE IS HEREBY GIVEN by the undersigned that sealed Requests for Qualifications will be received electronically only by **5:00 P.M. Thursday, November 7, 2013** via email, to contract with firms who shall perform:

Homeless and Housing Operations and Services for Yakima County Human Services

Proposals shall be emailed to the RFQ Coordinator at: Sue.Ownby@yakimawa.gov

Specifications may be seen at the office of the Purchasing Manager, City of Yakima, 129 North Second Street, Yakima WA and/or the office of Clerk of the Board of Yakima County Commissioners, Yakima County Courthouse, 128 North Second Street, Room 232, Yakima, WA.

Specifications may be obtained online at www.yakimawa.gov/services/purchasing Click on Bid Openings.

<i>The Board reserves the right to reject any and all submittals, or parts thereof.</i>

DONE this 22nd day of October, 2013

(Seal)

Tiera Girard, Clerk of the Board

Publish: *Yakima Herald-Republic*: October 24, 2013

Bill: Account # 11084

YAKIMA COUNTY

DEPARTMENT OF HUMAN SERVICES



YAKIMA COUNTY HOMELESS PROGRAMS

REQUEST FOR QUALIFICATIONS

No. C11310Q

PROJECT TITLE: Homeless and Housing Operations and Services

PROPOSAL DUE DATE: 5:00P.M., Thursday, November 7, 2013

PERIOD FOR CONTRACT: January 1, 2014 – December 31, 2015

OBJECTIVE: The primary objective of this RFQ is to fund existing Projects within Yakima County that are providing housing, prevention, supportive services, or other Activities that are serving the homeless or at risk in accordance with the 10 Year Plan to End Homelessness adopted by the Homeless Network of Yakima County.

This RFP will not establish or support the creation of new programs or services, and will not fund rental assistance, rapid re-housing, or prevention assistance, all of which will be funded through a separate RFQ.

ELIGIBILITY: Applicants must be a private/public non-profit organization that has the legal authority to apply for county funding, with institutional, managerial and financial capability to plan, manage and complete the project as described.

SELECTION: The selection process will award funding at the project level, and will proceed as follows:

Step 1: Analysis Committee determines whether an applicant agency meets the minimum requirements to receive funding awards. Agencies that do not meet the minimum requirements are ineligible to receive funding from this program. Qualification does not guarantee that any applicants will be selected for funding.

Step 2: Human Services approves project funding requests until all available funds have been dispersed; some projects may be only partially funded. Projects selected for funding may not be funded equally, and the final decision on any funding awards belongs to the Yakima County Board of County Commissioners.

INTRODUCTION

PURPOSE AND BACKGROUND

Yakima County Department of Human Services, on behalf of the Homeless Network of Yakima County, announces the availability of approximately \$735,000 for the 2014-2015 biennium to fund projects and services that address the goals and strategies of Yakima County's 10-Year Plan to Reduce Homelessness.

CONSOLIDATED HOMELESS GRANT

The Consolidated Homeless Grant (CHG) combines state homeless resources into a single grant opportunity to county governments (and other designated entities) under the administration of the Washington State Department of Commerce (Commerce). CHG is designed to support an integrated system of housing assistance to prevent homelessness and quickly re-house households who are unsheltered.

The CHG program requires a regional homeless plan developed to ensure that intervention strategies and actions are coordinated, easily understood by clients and homeless providers, and agreed upon by the respective local authorities. Additionally, this program adds a requirement for the development and utilization of a uniform method of client intake; applicant selected for funding will be expected to assist in the development, testing, and eventual implementation of this tool.

STRATEGIES AND OUTCOMES

This funding provides resources to address the needs of people who are homeless or at-risk of homelessness, as described in *Ten-year Plan to End Homelessness in Yakima County*. Funds support a variety of activities, including: emergency shelter, transitional housing, operations costs (including client intake and case management) and data collection and reporting. Outcomes include:

- Reduce the number of homeless persons
- Reduce the amount of time persons are homeless
- Increase the number of people moving to permanent housing after receiving homeless assistance
- Reduce the number of people who recede back into homelessness after obtaining permanent housing

Human Services intends to award multiple contracts to provide the services described in this RFQ. For this funding cycle, the objective is to fund ongoing Projects that are currently serving the needs of the homeless. Applicants with high performing projects may be eligible to apply for additional performance incentive funding in subsequent RFQ cycles.

ELIGIBLE ACTIVITIES

Yakima County Homeless Programs is not intended to provide long-term support for households, nor will it be able to address all of the financial and supportive services needs of households that affect housing stability. Rather, assistance should be focused on housing stabilization, linking households to community resources and mainstream benefits, and helping them develop a plan for future housing stability. Eligible activities are detailed in the table below by line item:

Eligible Expenses:	Budget Categories					
	<u>Rent Assistance</u>	<u>Facility Support</u>	<u>Program Operations</u>	<u>Data Collection</u>	<u>Admin</u>	<u>Performance Funding</u>
Background and credit checks, urinalyses costs	✓		✓			✓
Moving costs	✓					✓
Hotel/Motel expenses up to 30 days	✓					✓
Lease/rent on building		✓				✓
Utilities		✓				✓
Maintenance		✓				✓
Security and Janitorial services		✓				✓
Essential facility equipment		✓				✓
Client transportation costs		✓				✓
Hotel/Motel expenses less than 90 days		✓				✓
Site management costs		✓				✓
Facility-specific insurance		✓				✓
Marketing		✓				✓
Housing search and placement			✓			✓
Housing stability			✓			✓
Outreach			✓			✓
Inspections			✓			✓
Data collection and entry			✓	✓		✓
Salaries/benefits			✓	✓	✓	✓
Office space, utilities, supplies, equipment, staff travel			✓		✓	✓
General liability insurance			✓			✓
General organization administrative costs not attributed to a specific program					✓	✓

For more detailed information on allowable activities please see the attached 2014 *Consolidated Homeless Grant* draft guidelines (Attachment A).

MINIMUM AGENCY APPLICANT QUALIFICATIONS

In order for applications to be qualified, applicants must meet the minimum required organizational standards. Applicants must be a private/public non-profit organization that has the legal authority to apply for county funding, with institutional, managerial and financial capability to

plan, manage and complete the program as described. Applicants may also use a fiscal sponsoring organization if necessary in order to meet the applicant qualifications. Applicants must meet the following criterion:

1. Capacity to meet identified needs with eligible services and or appropriate case management
2. Ability to implement the State Homeless Management Information System (HMIS) for client intake, data collection and reporting purposes in accordance with an Agency Partner HMIS Agreement. Agencies currently barred or otherwise unable to use the HMIS system will not be eligible to receive project funding
3. Been in business for at least 2 years and in good standing with all current grantors and funders with no pending litigation
4. Capacity to operate the program on a cost-reimbursement basis
5. Ability to provide proof of adequate insurance as spelled out in ATTACHMENT B.
6. Demonstration of good financial practices
7. Proven experience operating programs for homeless or at risk of homeless populations
8. Experience working collaboratively with other local homeless service providers
9. Experience with measuring and documenting program outcomes

PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFQ is scheduled to begin on January 1, 2014 and to end on December 31, 2015.

RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact for this RFQ. All communication between the applicants and Human Services upon release of this RFQ shall be with the RFQ Coordinator, as follows:

Table 1 - RFQ Coordinator Contact Information

Name	Sue Ownby
E-Mail Address	Sue.Ownby@yakimawa.gov (Preferred Method)
Mailing Address	Yakima City Hall 129 North 2 nd Street Yakima, WA 98901
Phone Number	(509) 576-6695
Fax Number	(509) 576-6394

Any other communication will be considered unofficial and non-binding.

QUESTIONS

All questions pertaining to this RFQ shall be addressed to the RFQ Coordinator listed above at least 5 work days prior to the RFQ due date.

ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Human Services reserves the right to revise the following schedule:

Table 2 - Estimated Schedule of Procurement Activities

Programs	Eligible Activity
Release of RFQ	October 24 2013
Submission Deadline	5:00P.M. November 7, 2013
Intent to Award Announcement	November 15, 2013
Estimated Program Start Date	January 1, 2014

SUBMISSION OF PROPOSALS

ELECTRONIC PROPOSALS

The proposal must be received by the RFQ Coordinator no later than 5:00 P.M., Pacific Standard Time or Pacific Daylight Time on November 7, 2013.

Proposals must be submitted electronically as an attachment to an e-mail to the RFQ Coordinator, at the e-mail address listed in *Table 1 - RFQ Coordinator Contact Information*. Attachments to e-mail shall be included as Microsoft Word, PDF, or Excel files as appropriate. Zipped files cannot be used for submission of qualifications. The cover submittal letter must have a scanned signature of the individual within the organization authorized to bind the Applicant to the request for funds. Human Services does not assume responsibility for problems with Applicant's e-mail.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of Yakima County and will not be returned.

REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ, addenda will be provided via e-mail to all individuals, who have made the RFQ Coordinator aware of their interest. Addenda will also be distributed to the Homeless Network of Yakima County distribution list.

It is the applicant's responsibility to provide their name, e-mail address, and telephone number to the RFQ Coordinator in order for their organization to receive any RFQ addenda.

Yakima County also reserves the right to cancel or to reissue the RFQ in whole or in part, prior to execution of a contract.

RESPONSIVENESS

All proposals will be reviewed by the Analysis Committee to determine compliance with administrative requirements and instructions specified in this RFQ. Failure to comply with any part

of the RFQ may result in rejection of the proposal as non-responsive. Yakima County also reserves the right at its sole discretion to waive minor administrative irregularities.

CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful applicant will be expected to enter into a contract. In no event is an applicant to submit its own standard contract terms and conditions in response to this solicitation.

COSTS TO SUBMIT QUALIFICATIONS

Yakima County will not be liable for any costs incurred by the Applicant in preparation of a proposal submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ.

REJECTION OF QUALIFICATIONS

Yakima County reserves the right, at its sole discretion, to reject any and all proposals received without penalty and not to issue a contract as a result of this RFQ.

PROPOSAL CONTENTS

All programs and activities must adhere to State and local guidelines for the Consolidated Homeless Grant Program. Guidelines and additional information on allowable activities can be found in the attached 2014 *Consolidated Homeless Grant* draft guidelines.

APPLICATION PACKAGE

In addition to meeting the Minimum Agency Applicant Qualifications, Proposals should contain the following components:

- Applicant Information Form (Attachment C)
- Project Information Form (Attachment D)
 - Note: A completed Project Information form must be submitted for every project in order for it to be considered for funding awards
- Project Budgets (Attachment E)
- Other Committed Funds Certification (Attachment F)
 - Note: A completed Other Committed Funds Certification form must be submitted for every project in order for it to be considered for funding awards
- Most recent applicant financial statements, including annual audit or financial review and any resulting findings or management letters

*****NOTE: ATTACHMENTS A THROUGH F are separate documents that can be obtained on www.yakimawa.gov/services/purchasing**

ATTACHMENT B

GENERAL TERMS AND CONDITIONS (Will be incorporated into final contract)

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

1. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
 - A. "Contract" means this County and the Contractor Contract on General Terms and Conditions and any Exhibits and other documents attached or incorporated by reference.
 - B. "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
 - C. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - D. "Director" means the Director of the Yakima County Department of Human Services.
 - E. "General Terms and Conditions" means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
 - F. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - G. "Principals," which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
 - H. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
 - I. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subrecipient") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.

J. "USCA" means United States Code Annotated. All references to USCA chapters or sections in this Contract shall include any successor, amended, or replacement statute. The USCA may be accessed at <http://www.gpoaccess.gov/uscode/index.html>

K. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.

2. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
3. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
4. **Billing Limitations:** Contractor shall submit monthly invoices of actual amounts to: Yakima County Grants Management, 128 North 2nd Street, Room 30, Yakima, WA 98901-2639. Supporting documentation is not required to be submitted as this is a fee for service contract. The County shall pay the Contractor within 45 days after receiving an invoice. All billings must be received no later than 60 days after the close of the contract to be considered for payment.

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

5. **Circulars "COMPLIANCE MATRIX":** The following compliance matrix identifies the OMB Circulars that contain the requirements, which govern expenditure of federal funds. These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The federal Circulars, which provide the applicable administrative requirements, cost principles and audit requirements, are identified by subrecipient organization type.

COMPLIANCE MATRIX

ENTITY TYPE	OMB CIRCULAR		
	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments & Governmental Hospitals	A-102 & Common Rule	A-87	A-133

Non-Profit Organizations & Non-Profit Hospitals	A-110	A-122	A-133
Colleges or Universities & Affiliated Hospitals	A-110	A-21	A-133

6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.
7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the information.
8. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principles and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principles or Subrecipients becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.
9. **Disputes:** A Dispute Board shall determine Disputes between the parties in the following manner: Each party shall appoint one member to the Dispute Board. The members appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Contract terms, and applicable statutes and rules and make a determination. This process shall constitute the final administrative remedy available to the parties. Each party reserves the right to litigate issues and matters in court de novo.
10. **Documentation for Reimbursement Requests:** At the Contractor's first request for reimbursement, Yakima County Grants Management will require detailed back-up documentation for all expenditures. On subsequent invoices the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the contract will generally be acceptable. Yakima County reserves the right to request full back-up documentation as necessary. All back-up documentation must be available to the County and all other auditors, upon request. Reimbursement of expenditures for staff time spent on more than one source will require timesheets reflecting hours charged to the contract.

11. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.
12. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.
13. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

14. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
15. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and save harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
16. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 15 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the

Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 15, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this

waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

17. **Insurance:**

- A. The County certifies that it is insured as a member of the Washington Counties Risk Pool, and is otherwise self-insured, and can pay for losses for which it is found liable.
- B. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and automobile liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall, provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under this Agreement.

18. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:

- A. Document performance of all acts required by law, regulation, or this Contract;
- B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
- C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.

19. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW Chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.) In the event the Contractor violates this provision, the County may terminate this Contract immediately and bar the Contractor from performing any services for the County in the future.

20. **Order of Precedence:** In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- A. Applicable federal and State of Washington statutes and regulations;
 - B. Special Terms and Conditions of this Contract;
 - C. This Contract.
21. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material **which** the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
22. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
23. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.
24. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Director of the Department of Human Services or his assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subrecipient of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subrecipient be unable to satisfy its joint and several liability, the County and the Contractor shall share in the subrecipient's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the

Contractor. This term shall not apply in the event of a settlement by either the County or the Contractor.

25. Subrecipients:

- A. General: If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Contract, the Contractor shall:
- I. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - II. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - III. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - IV. Incorporate OMS Circular A-133 audit requirements into all agreements between the Contractor and its Subrecipients who are subrecipients;
 - V. Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;
 - VI. Comply with the applicable requirements of applicable Circulars defined under Circulars "Compliance Matrix" found in item 5. of the General Terms and Conditions and any future amendments to them, and any successor or replacement Circulars or regulations; and
 - VII. Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Nondiscrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Part 35 and Part 39. (See www.ojp.usdoj.gov/ocr for additional information and access to the aforementioned Federal laws and regulations.)
- B. Single Audit Act Compliance: If the Contractor is a subrecipient and expends \$500,000 or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
- I. Submit to the County contact person, listed on the first page of this Contract, the data collection form and reporting package specified in OMB Circular

A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

- II. Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, and prepare a “Summary Schedule of Prior Audit Findings.”
 - C. **Overpayments:** If it is determined by the County, or during the course of the required audit, that the Contractor has been paid unallowable costs under this Contract, the County may require the Contractor to reimburse the County in accordance with appropriate applicable Circulars defined under Circulars “Compliance Matrix” found in item 5. of the General Terms and Conditions.
26. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
27. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
28. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima County’s right to terminate this contract under the provisions set forth in item 27 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.
29. **Termination**
- A. Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on Page 1. If the Contractor fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including, but not limited to, the immediate termination of this Agreement.
 - B. If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.
30. **Title to Property:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Contract shall remain with the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to

reimbursement by the County under this Contract shall pass to and vest in the County. The Contractor shall take reasonable steps to protect and maintain all the County property in its possession against loss or damage and shall return the County property to the County upon Contract termination or expiration, reasonable wear and tear excepted.

31. **Treatment of Client Property:** Unless otherwise provided in this Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under this Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property.

The Contractor shall provide clients under age 18 with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Contract, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

32. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the County

33. **Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed as follows:

Contractor: Marty Miller, Executive Director
Office of Rural and Farmworker Housing
1400 Summitview Avenue, #203
Yakima, WA 98902

County: Steve Hill, Director
Yakima County Dept. of Human Services
128 N 2nd Street, Room 102
Yakima, WA 98901-2639
