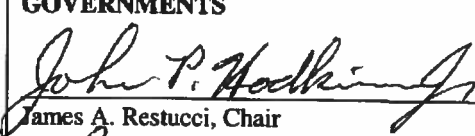
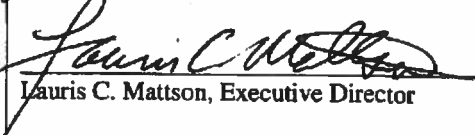



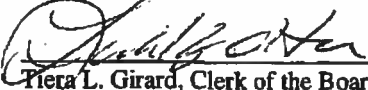
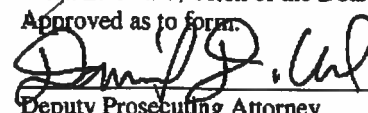
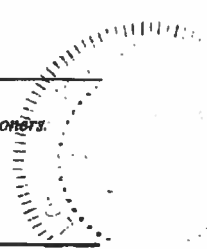


**PROFESSIONAL SERVICES AGREEMENT
FACE SHEET**

CONTRACTOR IS A <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> VENDOR		CONTRACT NUMBER: PSA COG 15-16
1. NAME/ADDRESS: Larry Mattson, Executive Director Yakima Valley Conference of Governments 311 North 4th Street, Suite 204 Yakima, WA 98901	2. ORIGINAL CONTRACT AMOUNT: \$895,400	5. PREVIOUS CONTRACT AMOUNT:
	3. CASH MATCH REQUIREMENT: \$0	6. MODIFICATION AMOUNT:
	4. TOTAL CONTRACT AMOUNT: \$895,400	7. NEW TOTAL CONTRACT AMOUNT:
8. CONTACT INFO: Christina Wickenhagen, Deputy Director (509) 759-7986 Phone wickenhagen@yvcog.org	9. COUNTY PROGRAM CONTACT INFO: Yakima County Financial Services Craig Warner, Director 128 North 2nd Street, Room 231 Yakima, WA 98901 (509) 574-1313 Craig.Warner@co.yakima.wa.us	10. COUNTY FISCAL CONTACT INFO: Yakima County Financial Services Patricia Waterhouse, Accountant 128 North 2nd Street, Room 231 Yakima, WA 98901 (509) 574-1369 Patricia.Waterhouse@co.yakima.wa.us
11. CONTRACT START DATE: July 1, 2015		12. CONTRACT END DATE: December 31, 2016
13. FUNDING AUTHORITY: Local Dollars (2163 Funds), CHG, HEN		
14. CFDA NUMBERS(S): N/A		15. CFDA TITLE(S): N/A
16. PURPOSE: The Contractor shall perform professional services as defined by the Statement of Work incorporated herein.		
EXHIBITS: When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): EXHIBIT A - N/A EXHIBIT B - Scope of Work EXHIBIT C - Budget		
This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.		
YAKIMA VALLEY CONFERENCE OF GOVERNMENTS  James A. Restucci, Chair  Lauris C. Mattson, Executive Director Date <u>15 June 2015</u> Attest:  Secretary		BOARD OF YAKIMA COUNTY COMMISSIONERS  J. Rand Elliott, Chairman Excused Michael D. Leita, Commissioner  Kevin J. Bouchey, Commissioner <i>Constituting the Board of County Commissioners for Yakima County, Washington</i> Attest:  Tiera L. Girard, Clerk of the Board Approved as to form.  Deputy Prosecuting Attorney WSBA# 35901  Linda Kay O'Hara Deputy Clerk of the Board

GENERAL TERMS AND CONDITIONS

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. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - C. "Director" means the Director of the Yakima County Financial Services Department.
 - D. "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.
 - E. "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.
 - F. "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.
 - G. "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/>.
 - H. "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.
 - I. "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 maintain a written record of expenses and submit monthly invoices detailing expenses for reimbursement. The County shall pay the Contractor within 45 days after receiving an invoice and proper supporting documentation. All billings must be received no later than 60 days after the close of the contract to be considered for payment or as required by the funding agency, or funding source, whichever is shorter.
The decision to approve or deny payment of claims for services submitted after more than 60 days shall rest solely with the Financial Services Director and the Director's decision shall be final and not capable of right to appeal.
5. **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.
6. **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.
7. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, and its Principals 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, and its Principals. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.
8. **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.

9. **Documentation for Reimbursement Requests:** At the Contractor's first request for reimbursement, Yakima County Financial Services 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 be acceptable. 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.
10. **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.
11. **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.
12. **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.

13. **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.

14. **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.
15. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 16 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the 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 16, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.
16. **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.

17. **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.
18. **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.
19. **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.
20. **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.

21. **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.
22. **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.
23. **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 Financial Services Department or his assigns or unless otherwise specified in this Contract. If the County and 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. 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.
24. **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.
25. **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.
26. **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 25 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.

27. **Termination:**
- A. Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on Page 1.
 - B. If the Contractor fails to comply with the terms and conditions of this Agreement, the County may terminate this Agreement immediately upon written notice sent by certified mail to the Contractor, and the County may pursue such remedies as are legally available.
 - C. 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.
28. **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.
29. **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).
30. **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.
31. **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: Larry Mattson, Executive Director
Yakima Valley Conference of Governments
311 North 4th Street, Suite 204
Yakima, WA 98901

County: Craig Warner, Director
Yakima County Financial Services Department
128 N 2nd Street, Room 231
Yakima, WA 98901-2639

EXHIBIT B

SCOPE OF WORK

PURPOSE:

WHEREAS, Yakima Valley Conference of Governments is a regional agency organized under RCW 36.70.060 and 36.64.080 through 36.64.110 to serve the Cities of Yakima, Sunnyside, Toppenish, Grandview, Wapato, Granger, Harrah, Mabton, Moxee, Naches, Selah, Tieton, Union Gap, Zillah, the County of Yakima and the Tribal Council of the Confederated Bands and Tribes of the Yakama Indian Nation; and

WHEREAS, Yakima County desires to enter into agreement for technical services to manage and implement the County's Five Year Homeless Housing Plan and coordinate the Homeless Housing and Assistance Act [REDACTED] within Yakima County; and

WHEREAS, the Conference possesses the technical staff with the necessary expertise to provide the required services;

NOW, THEREFORE, pursuant to the Interlocal Cooperation Act, 39.34 RCW, and in consideration of the terms, conditions, covenants and performances contained herein, the parties do mutually agree as follows:

1. **Scope of Services:** Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the County and the Conference of a detailed work program and time schedule, the Conference shall, in a satisfactory and proper manner, perform the following types of services:

YAKIMA VALLEY CONFERENCE OF GOVERNMENTS RESPONSIBILITIES:

Facilitate the administration of Yakima County's Homeless Housing and Assistance Act within Yakima County passed 2005 and amended 2014 (RCW 43.185C).

- I. Provide organizational management of the Homeless Housing and Assistance Act of Yakima County.
- II. Support County-wide efforts to meet performance benchmarks established by the U.S. Department of Housing and Urban Development (HUD), Washington State Department of Commerce (Commerce), Homeless Housing and Assistance Act of Yakima County and other funding partners.
- III. Ensure the needs of YVCOG member jurisdictions receive top priority, making regular, coordinated outreach efforts to determine needs.

- IV. Manage the Homeless Management Information System (HMIS) and Coordinated Intake and Assessment through data collection, data management, and reporting mechanisms for the purpose of homeless system analysis in compliance with HUD and Commerce standards, and to determine progress and barriers in meeting performance benchmarks.
- V. Conduct annual 'Point in Time' Count and report data to the YVCOG membership, HUD, Commerce, service providers and the community.
- VI. Develop management and ad hoc reports from HMIS and PIT data to evaluate the performance of the Homeless Housing and Assistance Act of Yakima County and Continuum of Care, making this information available to Yakima County and its sub-grantee's. Inform YVCOG membership of any potential or actual performance issues regarding homeless projects, programs or contractors.
- VII. Comply with HUD and Commerce initiatives to reduce homelessness.
- VIII. Update YVCOG membership regarding new or proposed legislation, regulations, or funding streams that may impact the operation of local homeless programs.
- IX. Represent the interests of YVCOG's member jurisdictions in state or other organizations which are critical to developing and implementing a regional Five Year Homeless Housing Plan.
- X. Manage grant and contractor compliance, monitoring and program performance evaluation and implement new grant guidance as required by funders.
- XI. Assist YVCOG's members in the solicitation and procurement of services and preparation and monitoring of third-Party contracts to perform the work associated with implementation of the Ten Year Plan.
- XII. Meet at regular intervals with YVCOG Member's staff to report on progress and share issues and ideas associated with improving program delivery.
- XIII. Submit for approval an annual work program and budget to the YVCOG Membership Councils.
- XIV. If requested by the County, provide assistance with the Washington State Quality Assessment program.

YAKIMA COUNTY RESPONSIBILITIES

- I. Provide funding necessary to support the management, administration and planning activities necessary to sustain the work to be performed by YVCOG.
- II. Report monthly program and project expenditures and revenue and notify YVCOG of any concerns regarding anticipated changes to funding sources and amounts.
- III. Integrate HMIS data and management reports from YVCOG with vendor payment requests and work with YVCOG to resolve any performance concerns in a timely manner.
- IV. If necessary, meet with the YVCOG Executive Director and/or his/her designee(s) to report on progress and share issues and ideas associated with improving program delivery.
- V. Approve the annual work plan and budget submitted by the YVCOG Executive Committee.

2. Work Tasks

- Coordinate activities necessary to implement the annual Point-in-Time Count, as mandated by state and federal funders.
- Conduct contract compliance, monitoring and program performance evaluation.
- Manage County's HUD Continuum of Care (Homeless Network) coordinating body and Emergency Food and Shelter (EFSP) Local Board Program.
- Coordinate a work group to establish a Project Homeless Connect event and other outreach activities during and after the annual Point-in-Time Count.
- Act as the "Collaborative Applicant" for the County's HUD Continuum of Care system by reviewing and prioritizing projects and writing and submitting the Annual CoC funding application.
- Manage grant compliance activities and implement new grant guidance as required by funders.
- Identify and build relationships and support through community mobilization efforts with key stakeholder groups.
- Implement capacity building efforts with current and future homeless service

providers to increase efficiency and effectiveness of program delivery and outcomes.

[REDACTED]

[REDACTED]

Some products may include but are not limited to: calendar year budget, Title VI report, agendas, notices and other meeting materials, monthly newsletter, mailing/emailing distributions lists, web page management, monthly billings and accounting services, annual indirect cost plan, preparation of contracts and work agreements, administrative documentation and records management, staff training.

- Provide general oversight and management of the HMIS program and implement and maintain a countywide Coordinated Intake and Assessment System.
- Coordinate ongoing training and support for current and future users of the Homeless Management Information System (HMIS) that includes all appropriate housing and service providers. Provide general oversight and management of the HMIS program.
- Analyze aggregated data from the Point-in-Time Count and the HMIS system to determine program performance; to develop and recommend program improvements, and to update the Ten Year Plan, as needed.
- Collect, maintain and share information with Network members regarding evidence-based best practices for key functions of the homeless services system, such as housing, employment, health, prevention, chronic homelessness, etc.
- Facilitate trainings in best practices to assist in optimizing performance and outcomes from project implementation.
- Facilitate "Project Homeless Connect" or similar outreach event in concert with the annual Point-in-Time Count.
- Assist Yakima County in performing management and ad hoc reports generated through the HMIS system, and assist with interpreting the results for Yakima County and stakeholders.

3. **Deliverables**

- Complete and report to funders and the community annual Point-in-Time Count following HUD and Washington Department of Commerce protocols.
- Work with HMIS users to assist participating agencies in achieving the best data quality possible.

- **Complete and report annual Housing Inventory Count (HIC) in compliance with Commerce/HUD requirements.**
- **Complete Annual Homeless Network Community Report detailing Point-in-Time Count results, Housing Inventory, Financial Expenditures, and other informational elements.**
- **Develop and manage Yakima County's 5-Year Homeless plan for their adoption.**

EXHIBIT C

YAKIMA COUNTY HOMELESS PROGRAM
Yakima Valley Conference of Governments

BUDGET

	2015	2016
Program Organizational Management Salaries & Benefits	\$173,000	\$354,500
Direct & Indirect Costs	\$122,400	\$245,500
TOTAL**		\$895,400

See Scope of Work for detailed description of duties.

Funding is allowed to transition between years (2015 and 2016) and between budgeted line items above as long as the following Administrative and Program cost limitations are followed and the total of the contract is not exceeded.

Administrative Costs

Due to the limited funding available for Administrative costs within the Homeless Program funding sources, the total claim for administrative cost reimbursement cannot exceed 15% of the actual program expenses paid. If the total contract is expended, Administrative costs cannot exceed \$116,791. If the contract is not fully expended, administrative cost reimbursement cannot exceed 15% of the actual program expenses paid. Administrative costs are defined as general administrative and other general expenses such as the Director's Office, accounting, personnel and all other types of expenses that cannot be categorized as program costs.

Program Costs

Program costs are defined as those direct costs that can be specifically identified with operating the Homeless program. To be able to fund this agreement, multiple funding sources will be used. It is imperative that all reimbursement requests include supporting documentation which identifies which funding source should pay for the cost.

Costs need to be designated as Program or Administrative. Documentation must include copies of employee timesheets that identify the time and effort associated specifically with the specific program, as well as invoices supporting other non-payroll related costs. Any cost that does not meet the definition of Program cost, will be reimbursed as an Administrative cost up to the maximum available listed above.

Invoicing Provisions

- A. Monthly invoices and documentation must be submitted as follows:
- Original invoice via delivery: A signed original hard copy of the invoice must be submitted to the Yakima County Financial Services Department. The signed original invoice must be received no later than the 15th of the month to be paid on the County's next scheduled warrant date at the following address:
- Yakima County Financial Services
128 N. 2nd Street, Rom 231
Yakima, WA 98901-2639
- B. Under "General Terms and Conditions," documentation of Insurance as reflected section 16. must accompany the first invoice before payment will be made.
- C. All late invoices will not be paid until the following month on the next available warrant issue.
- D. Submitted invoices must explicitly allocate costs by contracted line items. The Contractor is responsible for ensuring submitted cost documentation is clearly associated with contracted line items. Invoices not meeting this requirement will be returned for correction (All submission deadlines still apply to invoices in need of correction).
- E. Submitted costs ineligible for reimbursement or not properly supported will be deducted from the Contractor's reimbursement. Contractor will be provided a summary of deductions and may opt to submit a supplemental invoice providing additional documentation before the next month's invoicing deadline for these costs only. Should a contractor opt not to re-invoice, these costs will be considered void as of the close of the next invoicing period.
- F. All program or billing related questions must be submitted to your agency's designated fiscal contact directly at the Yakima County Financial Services Department.