

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Public Health (CCPH)

CCPH SR2015-1553

DATE: August 5, 2015

REQUESTED ACTION:

County Manager approval of Contract HDC.739 between REACH Community Development (REACH) and CCPH and authorization for Public Health Director to sign amendments. This agreement provides referral services for housing assistance for HIV Case Management clients under the Ryan White CARE Act.

Consent Hearing County Manager

BACKGROUND

CCPH provides case management and referral services for housing to clients living with HIV/AIDS. The City of Portland coordinates federal Housing Opportunity for Persons with AIDS (HOPWA) funding for the region and contracts with REACH to assure low-income housing resources are available. REACH manages low-income housing in Clark County and has set aside six housing units for qualified CCPH clients.

This agreement outlines how CCPH will work with REACH to coordinate housing referrals and services.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COMMUNITY OUTREACH

None

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	
Grant Fund Dollar Amount	\$15,000
Account	Public Health
Company Name	REACH Community Development

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>



Kathy Smith
Grants Accounting Specialist



Alan Melnick, MD, MPH, CPH
Public Health Director/Health Officer

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

APPROVED: 
Mark McCauley, Acting County Manager

DATE: 8/10/15

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
1025/Federal HOPWA grant funding		15,000				
Total		15,000				

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
1025/Public Health			15,000				
Total			15,000				

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual		15,000				
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total		15,000				

**REFERRAL AND SERVICE AGREEMENT
BETWEEN**

**REACH COMMUNITY DEVELOPMENT
and
CLARK COUNTY PUBLIC HEALTH**

I. Parties.

The parties to this Agreement are CLARK COUNTY PUBLIC HEALTH (“County”) and REACH COMMUNITY DEVELOPMENT (“REACH”), a 501(c)(3) registered to do business in the State of Washington.

II. Purpose.

The purpose of this Agreement is to define the duties and responsibilities between Affordable Community Environments, the Project Based Rental Assistance (PBRA) housing provider and Clark County Public Health, the service provider, in order to provide PBRA housing, and supportive services with an onsite Resident Service Coordinator for Persons Living with HIV/AIDS (PLWHA) in the three (3) designated Housing Opportunity for Persons with AIDS (HOPWA) units at McCallister Village, and three (3) designated HOPWA units at Cascadia Village Apartments in Clark County, Washington.

III. Recitals.

REACH is the managing member of Cascadia Village Apartments, placed in service December 1, 2003 and McCallister Village, placed in service in April 2011. These apartments provide quality, safe, sanitary and permanently affordable housing for low-income families and individuals.

The County receives Housing Opportunities for Persons with AIDS (HOPWA) funds from the Portland Housing Bureau, City of Portland, to provide supportive services and rental assistance to PLWHA in Clark County in the State of Washington.

The terms and conditions of this Agreement shall be subject and subordinate to the regulations governing the HOPWA program contained at 24 CFR Part 574.

IV. Term.

The term of this Agreement is from July 1, 2015 to June 30, 2016. The contract may be extended upon the mutual written consent of both parties for one (1) twelve (12) month period.

V. Compensation.

Compensation for this agreement is up to \$15,000.00 and covers services provided for the period of July 1, 2015 through June 30, 2016; services are as specified in Section VI of this agreement.

VI. Roles and Responsibilities of Parties.

The duties and the obligations of the parties are specifically agreed to as provided herein.

REACHS's Responsibilities:

1) REACH shall submit a written invoice detailing charges monthly. Invoices are due within fifteen days of the end of each month. Upon receipt of properly executed invoices, and all other reports due for the period, County shall pay REACH for its expenses net 30 days upon receipt of a written invoice.

2) REACH shall collect and maintain sufficient information to justify the costs listed in invoices submitted to the County, and make such records available to the County as requested. Examples of such records include but are not limited to:

- a) Photocopies of invoices, receipts or packing slips for which financial reimbursement is requested. Receipts/invoices/packing slips must clearly show what was purchased with funds made available under this Agreement.
 - b) If the County is not being charged the full amount of the expense for which reimbursement is being requested a record indicating the amount that is being charged to the County shall be added to the receipt, invoice, or packing slip.
- 3) Provide quality, accessible, affordable housing:
- a) Manage the properties in a manner consistent with practices that will enable the six (6) HOPWA units to provide decent, safe housing for the duration of the 60-year Restrictive Covenants with the City of Portland's Housing Bureau. Included in this is the obligation to provide routine and preventative maintenance, landscaping services, and capital improvements as needed. Units shall comply with habitability standards set out in 24 CFR 574.310(b) (1977) or in any superseding regulations.
 - b) Execute an individual lease with each household or with each individual if unrelated and sharing a unit. This document will specify the terms of occupancy, which will include cooperation with the service provider, respect for the property and the community, and non-interference with other residents' peaceful enjoyment of the housing development.
 - c) Project Rent and increases shall comply with the requirements specified by the Restrictive Covenants between REACH and the City of Portland. REACH will provide the tenant and Clark County

Case Management 60 day's written notice when raising the rent.
Every effort to protect the tenant's confidentiality will be followed.

- d) Collect rents for HOPWA households that are consistent with the requirements of the HOPWA regulations. HOPWA tenants will pay no more than 30% of their monthly adjusted income for rent, including utility allowance, as calculated by the County.
- e) Initially, set the security deposit at one month's rent; this deposit can be paid over a six month period. If an approved tenant is unable to pay the security deposit, REACH will work with the County Housing Specialist to secure funds to cover this cost.

4) Interface and coordinate with the County:

- a) Maintain the active relationships with HOPWA housing case management staff at the County;
- b) Notify the County by phone within three (3) working days of receipt of notice of a HOPWA tenant's intention to move and the anticipated availability of a vacancy in the unit;
- c) Notify the County by phone or email within two working days if problems arise with a HOPWA tenant, including 1) written notice to a tenant, 2) any contact with authorities, 3) late rent, and 4) any other action that may affect the continuation of tenancy, including the time frame in which the HOPWA tenant is given to remedy a lease violation. REACH must abide by Fair Housing Laws when enforcing lease agreements.
- d) Communicate with the County regarding the status of a HOPWA application for tenancy, including the 1) status of the application, 2)

outstanding issues or documents, 3) reason for application denials, including appeals process, and 4) any other action that may affect the application, including the time frame in which the applicant has to respond or resolve outstanding issues.

- e) REACH staff will respond to County requests for tracking of housing outcomes, in a timely manner, including data necessary to complete year-end reports.

County's Responsibilities:

- A. Provide assistance to REACH to resolve communication on issues that may arise as clients complete applications for housing and throughout the client's residency;
 - 1. Refer eligible individuals and households to REACH Resident Service Coordinator for potential tenancy; REACH Property Management has the right to refuse occupancy for cause so long as Property Management is in compliance with the Washington Landlord-Tenant Law.
 - 2. Refer clients appropriate to the housing that is available who are, to the extent feasible, likely to be successful tenants at Cascadia Village Apartments and/or McCallister Village;
 - 3. Certify HOPWA eligibility, including the income eligibility under all regulatory guidelines applicable to the units. If unrelated individuals will share a household, their incomes will be added together to determine whether they income-qualify for the units.
 - 4. Calculate initial HOPWA rent for new PBRA residents using the resident's current annual income, the HOPWA rent calculation and

utility allowance worksheet, recertify tenant's portion of rent annually and interim calculations at any other time in which there is a change in household composition, income, or rent change.

5. Notify REACH in a timely manner if a client will be terminating tenancy, when informed in advance by the tenant and working with the tenant to provide management 30 days' notice and ensure a smooth, positive exit from the unit;
6. Provide housing support services to HOPWA tenants, including informing the client to contact the REACH Resident Service Coordinator directly with any housing-related problems and notifying the onsite property manager of any intent to move;
7. COUNTY will provide the on-site property manager a "release of information" signed by the client; this release will include the COUNTY housing specialist name and contact information;
8. Communicate in writing when the County is no longer providing services to clients, when there are staff changes and/or when a client drops out of services.
9. Assist REACH to maintain full occupancy in the designated HOPWA units and to minimize the vacancy loss; and
10. Conduct annual Housing Quality Standard inspections for each HOPWA unit in accordance with habitability standards set out in 24 CFR 574.310(b) (1997) or in any superseding regulations.

REACH and County shall:

- A. Maintain tenant's confidentiality. Both parties shall take all necessary steps to ensure the confidentiality of the name of any individual who is a

parties to the County along with certification of compliance prior to the start of this contract.

VIII. Anti-Terrorism Sanctions. In accepting these funds, Contractor confirms that its organization complies with all US anti-terrorism laws and regulations, including Executive Order 13224 and the Global Terrorism Sanctions regulations set forth in 31 CFR Part 594.

IX. Termination.

The County may terminate this Agreement immediately upon any breach by REACH of the provisions contained in the Agreement. County may also terminate this Agreement upon prompt notice to REACH in the event funding for the services ceases or is reduced in amount. REACH is due reimbursement for services expended up to the date of termination. Further County may terminate this agreement for any reason upon 60 days written notice.

X. No Waiver.

The waiver by the County of any breach is not held or construed as a waiver of any subsequent breach or breaches.

XI. Independent Contractor.

REACH is and shall remain an independent contractor and not an employee of the County, in any way or for any purpose, and is not entitled to compensation or benefits of any kind, except as specifically provided herein.

XII. Nonassignability.

REACH shall not assign this Contract or any rights or duties hereunder without first obtaining written consent of County.

HOPWA resident or seeks to become one. Tenant initials or unit numbers should be used in lieu of tenant names in all correspondence. Notwithstanding this provision, the parties are subject to the requirements of the Washington Public Records Act, RCW 42.56, *et. seq.*

- B. Collaborate to ensure that the PBRA units are rented in accordance with applicable fair housing laws;
- C. Not discriminate on the basis of race, color, sex, religion, handicap, sexual preference, familial status or national origin or sources of income; and
- D. Ensure that all notification, marketing and advertising of housing units will be conducted in a nondiscriminatory manner and will comply with the Fair Housing Advertising regulations set forth in 24 CFR Section 109, *et. seq.*

VII. Debarment and Suspension. The Contractor shall not employ any person nor contract with any person or entity that is excluded from participation in federally funded (in whole or in part) agreements, in accordance with 42 CFR Part 76 or who are debarred, suspended, declared ineligible or voluntarily excluded. The Contractor and any subcontractors must comply with federal law and must not knowingly have a director, officer, partner or person with a beneficial ownership of the Contractor's equity, or an employee, contract or consultant who is significant or material to the provision of services under this contract, who has been or is affiliated with someone who has been, debarred, suspended or otherwise excluded by any federal agency. The Contractor shall maintain evidence of compliance in personnel files or with subcontractor's documents. The Contractor shall certify compliance with this provision to the County prior to the term of this agreement, including certification of compliance of any other parties listed above with a beneficial ownership or a party significant to the provision of services under this agreement. The Contractor shall provide the full names of these

XIII. Changes.

County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of REACH's compensation, which are mutually agreed upon by and between County and REACH, require written amendments to this Agreement in advance of the service performed.

XIV. Public Records Act.

Notwithstanding the provisions of this Agreement, to the extent any record, including any electronic, audio, paper or other media, is required for retention or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, REACH agrees to maintain all records constituting public records and to produce or assist County in producing such records, within the time frames and parameters set forth in Washington law. REACH further agrees that upon receipt of any written public record request, REACH shall, within two business days, notify County Public Records Office by providing a copy of the request to it.

XV. No Third Party Rights.

This Agreement is solely for the benefit of the County and REACH and no third party or any other entity shall have any rights or interests in it in any way.

XVI. Compliance With Law.

In entering into this Agreement, REACH agrees to comply with all applicable local, state and federal laws and regulations.

XVII. Governing Law.

This Agreement is governed by the laws of the State of Washington. Venue for any litigation is in Clark County Superior Court in Washington.

XVIII. Conflict of Interest.

REACH covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. This Agreement further covenants that in the performance of this Agreement, no person having such interest shall be employed.

XIX. Consent and Understanding.

This Agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, agreement or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

XX. Severability.

If any provision of this Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

XXI. Indemnification Clause.

REACH does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, resulting from the performance of service pursuant to this Agreement. In making such assurances, REACH specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of REACH and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the County, including but not limited to claims by employees.

XXII. FISCAL AUDIT

A. The Contractor is required to comply with Generally Accepted Accounting Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP) and that meets the financial management systems requirements of the Contract.

B. The Contractor shall submit to the County semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year. These reports shall be submitted within forty-five (45) days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:

1. Non-Profit Contractors – A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.

2. For-Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows.

3. Public Entities are exempt from the semi-annual financial reporting requirement.

C. Copies of independent audit reports shall be submitted to the County. Copies of other financial records may be required. The Contractor shall provide to the County a corrective action plan for any audit findings and a copy of any Management Letter, within thirty (30) days of having received the auditor's report. Failure to fulfill this requirement may result in Corrective Action, including withholding payment until the financial information or audit is received.

D. If REACH expends \$500,000 or more in federal funds during the fiscal year, an audit report is required. Where applicable, the Contractor shall include a Corrective Action Plan for audit findings and a copy of any Management Letters. Failure

to fulfill this requirement may result in Corrective Action, including withholding payment until the financial information or audit is received.

1. Non-Profit Contractors and Public Entities – The audit report must meet federal requirements with assurances of financial record keeping that will enable identification of all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. The Contractor is also required to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. OMB Audits for fiscal years that include this contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor’s fiscal year unless otherwise approved by the County in writing.

2. For Profit Contractors – An independent audit, an independent limited scope audit or other evidence negotiated with and approved by the County that provides positive assurance of meeting GAAP or GGAAP. Independent audits for fiscal years that include this contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor’s fiscal year unless otherwise approved by the County in writing.

XXIII. MONITORING COOPERATION

REACH agrees to allow the County and its auditors or their designees to have immediate access to all records and the financial statements related to this agreement and/or service performed under this agreement. This shall include contracts and agreements REACH has with other entities in fulfillment of this Contract.

IN WITNESS THEREOF, County and the Contractor have executed this agreement on the date first above written.

REACH COMMUNITY DEVELOPMENT

By: _____

CLARK COUNTY PUBLIC HEALTH

By: 
Mark McCauley
County Manager

Approved as to form only:
ANTHONY F. GOLIK
Prosecuting Attorney


Jane Vetto
Deputy Prosecuting Attorney