

*fund file: "HDC"*

*Adopted by Board 3-18-92*

HOUSING DEVELOPMENT CORPORATION (HDC)  
CONTRACT AGENCY AGREEMENT

Duration of Agreement: From 1/1/92 to 12/31/92  
Washington County  
Contractor Name: Community Action (WCCAO) Telephone 642-3236  
Contractor Address: 451 S. First, Suite 700 IRS # \_\_\_\_\_  
Hillsboro, OR 97123

I. SERVICES UNDER REIMBURSEMENT

Subject to the General Conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide the services listed below and HDC agrees to reimburse the CONTRACTOR for expenditures made in providing those services at the rates and up to the amounts specified below.

<u>Service Element</u>	<u>Reimbursement Rate</u>	<u>Total Payable</u>
	Actual cost for the following:	Not to exceed the following amount:
To provide staff support services to the HDC Board.	Wages, Fringe benefits, processing fees, office supplies and materials.	\$10,000

Payment by HDC to the CONTRACTOR will be made quarterly upon receipt by HDC of a properly executed Cost Reimbursement Request.

## GENERAL CONDITIONS

### I. Service Objectives and Evaluation

CONTRACTOR agrees to provide contracted services in the volume and consistent with the objectives and evaluation criteria specified in this contract.

### II. Standards

CONTRACTOR agrees to comply with all applicable federal, state, county and local statutes and rules and funding criteria governing services, facilities and operations. CONTRACTOR agrees to permit inspection of program, facilities, program records and fiscal records by authorized agents of HDC. CONTRACTOR agrees to maintain program records consistent with HDC requirements and fiscal records consistent with current, generally accepted accounting principles.

### III. Subject to Availability of Funds

Both parties agree that this contract is subject to the availability of federal, state and local funds. In the event that funds cease to be available to HDC, HDC will immediately notify CONTRACTOR, and contract funding will be reduced accordingly.

### IV. Cooperative Planning Requirements

CONTRACTOR recognizes that planning with HDC and other state and local agencies is essential to the success of a coordinated service delivery system. CONTRACTOR agrees to attend and participate in all meetings and planning efforts initiated by HDC, to provide all data which may be required by HDC, and to adjust its programs as necessary to achieve compliance with HDC programmatic goals.

### V. Authority of Director

CONTRACTOR agrees to recognize the Chairperson as HDC's administrative authority for services provided under this contract. This administrative authority may be delegated to appropriate management staff.

### VI. Discrimination

CONTRACTOR agrees that there shall be no discrimination on the basis of age, handicap, race, color, creed, sex or national origin in the selection, compensation or other employment practices with respect to personnel coming under the auspices of CONTRACTOR. CONTRACTOR agrees not to discriminate against or deny service to any eligible individual. CONTRACTOR will otherwise comply with Title VII of the Civil Rights Act of 1964 as amended.

VII. Liability

CONTRACTOR is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of HDC. CONTRACTOR agrees to indemnify and hold WCCAO harmless from and against all liability, loss and costs arising from actions, suits, claims or demands attributable to, or allegedly attributable to acts or omissions of CONTRACTOR, its employees or agents. CONTRACTOR further agrees to defend HDC, its agents and employees against all suits, actions, or proceedings brought against them in connection with CONTRACTOR's performance of its duties under this Agreement.

CONTRACTOR agrees to obtain general and automobile liability insurance, with a minimum combined single limit of \$ 500,000.00. The HDC directors, officers, and employees shall be listed as an additional insured. Said policy shall provide thirty (30) days written notice to the HDC Board of Directors in the event of cancellation or material change. Prior to performance under this contract, CONTRACTOR will submit the policy or written verification of the face amount of the policy to the HDC Board of Directors.

CONTRACTOR shall obtain and maintain, at all times during the term of the contract, worker's compensation insurance covering injuries to employees while carrying out employee duties under the contract.

VIII. Settlements of Disputes and Litigations

Differences between CONTRACTOR and HDC, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between Boards if necessary.

In cases of litigation arising out of this contract between HDC and CONTRACTOR, HDC shall be entitled to reasonable attorney's fees if HDC is the prevailing party.

IX. Program Reporting and Payment Requirements

- A. The CONTRACTOR agrees to prepare and furnish such plans, data, descriptive information and reports as may be requested by HDC and/or as needed to comply with state or federal requirements. THE CONTRACTOR agrees to, and does hereby grant HDC the right to reproduce, use, and disclose all or any part of the reports, data, and technical information furnished to HDC under this agreement consistent with ORS 179.505.

- B. For services funded on a fee-for-service, purchase of care or client service payment basis, THE CONTRACTOR agrees that billing to HDC will be supported by dated, signed documentation for each unit of service billed.
- C. THE CONTRACTOR agrees to permit authorized representatives of HDC to make such review of the records of the CONTRACTOR as HDC may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall permit authorized representatives of HDC to site visit all programs covered by this agreement.
- D. CONTRACTOR agrees to provide HDC with an annual fiscal audit report and to provide such information as may be requested by HDC. A copy of the contractor's annual fiscal audit will be provided to HDC within 150 days after the close of contractor's fiscal year.
- E. For services funded on a reimbursement basis, CONTRACTOR agrees to submit quarterly expenditure invoices.
- F. All financial records, supporting documents, statistical records, and all other fiscal records pertinent to this agreement shall be retained for three years. If there are unresolved audit questions at the end of the three year period, records must be retained until questions are resolved.

X. Recovery of Funds

Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed to applicable state and federal regulations and statutes; 3) are in payment of an obligation incurred during the contract period; and 4) are not in excess of 100% of program costs.

Any HDC funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to HDC. Payments by HDC in excess of authorized amounts shall be deducted from payments by HDC or refunded to HDC no later than thirty (30) days after the contract's expiration or after notification by HDC. CONTRACTOR shall be responsible for prior contract period overpayments and unrecovered advances provided by HDC. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by HDC.

In the event of early termination, cancellation, or suspension of this Agreement, THE CONTRACTOR shall submit a report of expenditures to HDC. Any HDC funds on hand and not encumbered for authorized expenditures at the date of termination, cancellation, or suspension shall be refunded to HDC according to instructions furnished to the Contractor by HDC.

XI. Withholding of Contract Payments

Notwithstanding any other payment provision of this contract, failure of the CONTRACTOR to submit required reports when due, or failure to perform or document the performance of contracted services, may result in the withholding of payments under this contract. Such withholding shall begin thirty (30) days after written notice is given by HDC to the CONTRACTOR. Such withholding of payment for cause may continue until the CONTRACTOR submits required reports, performs required services, or establishes, to HDC's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the CONTRACTOR.

XII. Contract Modification and Termination

A. This contract may be terminated upon mutual consent of the parties by thirty days written notice, unless otherwise specified under special conditions.

B. HDC may also terminate all or part of this Agreement as specified below:

1. With ten (10) days notice, if funding to HDC from Federal, State, or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services, HDC will give more notice whenever possible.
2. Immediately upon notice, if Federal or State regulations are modified or changes in such a way that services are no longer allowable for purchase under this Agreement.
3. Immediately upon notice of denial revocation, or non-renewal of any letter of approval, license, or certificate required by law or regulation to be held by THE CONTRACTOR to provide a service element under this Agreement.
4. With thirty (30) days notice, if CONTRACTOR fails to provide services, or fails to meet any performance standard as specified by HDC in this Agreement (or subsequent modifications) within the time specified herein, or any extensions thereof.
5. Upon notice, if THE CONTRACTOR fails to start up service on the date specified by HDC in this Agreement (or subsequent modifications).
6. Upon notice, if HDC has evidence that THE CONTRACTOR has endangered or is endangering the health and safety of clients, residents, staff, or the public.

7. Failure of THE CONTRACTOR to comply with the provisions of this Agreement and all applicable Federal, State and local laws and rules may be cause for termination of the Agreement.

C. Either party may terminate the agreement as specified for major or minor violations. Major violations include but are not limited to:

1. Acts or omissions that jeopardize the health, safety, or security of clients.

In the case a failure to perform jeopardizes the safety and security of the client, THE CONTRACTOR and HDC shall jointly conduct an investigation to determine whether an emergency exists and what corrective action will be necessary. Such an investigation shall be completed within five (5) working days.

2. Misuse of funds.
3. Intentional falsification of records.

- D. In those circumstances where a major violation is substantiated, continued performance may be suspended by HDC immediately.

Prior to Agreement termination, THE CONTRACTOR shall be given a reasonable opportunity to refute the findings. If the problem is not corrected within a reasonable time, this Agreement may be terminated or other remedial actions may be initiated.

- E. In the event of alleged minor violations, a reasonable notice period shall be given and a corrective action plan developed. This plan shall include stated activities that respond to specific violations and means by which a permanent change will occur in the procedures or practices that caused the violation. If these activities do not occur within the notice period, this Agreement may be terminated. Continued substantial minor violations that threaten adequacy of service may be treated like a major violation.

- F. Termination shall be without prejudice to any obligation or liabilities of either party accrued prior to such termination.

- G. No Contractor shall make expenditures, enter into agreements, or encumber funds in their possession that are to be transferred by HDC, after notice of termination or termination as set out above, without prior written approval from HDC.

H. All or part of this contract may be modified by written agreement between HDC and CONTRACTOR.

XIII. No prior Agreements. This Agreement supersedes and cancels any prior written or verbal agreement between the parties for similar services.

XIV. Extensions

If in the determination of HDC a time extension is necessary or appropriate, an extension of the terms of agreement for an additional three month period may be granted to THE CONTRACTOR by HDC provided THE CONTRACTOR request such an extension in writing at least two weeks prior to the last expiration date contained in this agreement.

XV. Contract Documents

The terms, conditions, covenants, and provisions of:

Budget Summary

Attach. A

Are hereby incorporated by reference and shall become a part of this contract as if fully set forth herein.

The Contract documents as above described constitute the entire agreement between parties with respect to the subject written hereof and supersedes all prior negotiations, representations or agreements.

In witness whereof, the parties hereto have consent this to be executed by their authorized officers.

CONTRACTOR

HOUSING DEVELOPMENT CORPORATION  
OF WASHINGTON COUNTY

Genvalynn New  
Signature

Executive Director  
Title

3-12-92  
Date

[Handwritten Signature]  
Signature

President  
Title

3/18/92  
Date