



Washington State
Department of
Commerce

Grant Agreement with

Snohomish County Human Services

through

Community Services Block Grant (CSBG)

For

The reduction of poverty, the revitalization of low-income communities,
and the empowerment of low-income families and individuals in rural
and urban areas to become stable and fully self-sufficient

Start date: October 1, 2020

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FACE SHEET

Grant Number: F21-32101-026

**Washington State Department of Commerce
Community Services and Housing Division
Community Economic Opportunities Unit
Community Services Block Grant (CSBG)**

1. Grantee Snohomish County Human Services Department 3000 Rockefeller Avenue, M/S 305 Everett, WA 98201-4046		2. Grantee Doing Business As (optional)	
3. Grantee Representative Mary Jane Brell Vujovic Director 425-388-7116 Maryjane.brell@snoco.org		4. Commerce Representative David Hoadley CSBG Grant Manager 360-725-2851 David.Hoadley@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Grant Amount \$542,177.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date October 1, 2020	8. End Date September 30, 2022
9. Federal Funds (as applicable) \$542,177.00	Federal Agency: Dept of Health & Human Services (HHS)	CFDA Number: 93.569	Indirect Rate (if applicable):
10. Tax ID # 91-6001368	11. SWV # SWV0002794-00	12. UBI # 601046293	13. DUNS # 07-924-7979
14. Grant Purpose This grant provides funds to alleviate the causes and conditions of poverty in communities. Funding for the Community Services Block Grant (CSBG) supports a variety of community goals including: increased stability and self-sufficiency, improved living conditions of individuals and families, ownership and pride in communities and strong community and family support systems. *Spending Limit: Grantee is authorized to spend \$142,246.00. Spending limit amounts will be increased in writing by Commerce based upon the Federal Department of Health and Human Services funding awards issued. Grantee may not exceed the amount of the authorized current spending limit, all remaining grant funds may not be spent without prior written approval from Commerce. Commerce, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work; Attachment "B" – Required Reporting and Schedule; and Attachment "C" – Certifications and Assurances. In addition, the FFY21 CSBG Budget, Community Action Plan, Washington State CSBG Policies and Procedures, and National Organizational Standards, as amended from time to time, are incorporated by reference but are not attached to this Grant.			
FOR GRANTEE _____ Dave Somers _____ Date		FOR COMMERCE DocuSigned by: _____ Diane Klontz Diane Klontz, Assistant Director Community Services and Housing Division 8/11/2021 9:22 AM PDT _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
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1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: November 18, 2020

Federal Award Identification Number (FAIN): 2101WACOSR

Total amount of the federal award: \$8,778,532

Awarding official: Diane Bragdon (202) 401-0933

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by Grant No. F21-32101-026 awarded by Department of Health and Human Services (HHS). Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Department of Health and Human Services. Grant funds are administered by the Community Services Block Grant Office, Washington State Department of Commerce."

2. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for Commerce and their grant information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

3. COMPENSATION

Commerce shall pay an amount not to exceed (\$542,177.00) for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A, Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Grantee's compensation for services rendered shall be based on the schedule set forth as incorporated by reference as the FFY21 Community Services Block Grant (CSBG) Community Action Plan, and the Grantee's FFY21 CSBG Budget.

Commerce Federal CSBG Grants are issued in 24 month cycles. They begin in October and end in September of the following year. Therefore, the time period for federal grants overlap each year. Commerce will not reimburse for expenditures from the most recent grant cycle until the prior grant has been spent out. All funds from the prior grant must be expended before Commerce will reimburse from the more recent grant.

In order to receive payment under the grant, the Grantee must comply with HHS requirements and must submit timely outcome reports as listed in Attachment B, Required Reports and Schedules. Payment by Commerce shall be made within 30 days of a properly submitted request for payment in the form designated by Commerce.

4. BUDGET

The approved budget is incorporated by reference as the FFY21 CSBG Budget.

Budget Revisions

- A. The Grantee may transfer funds among expenditure domains within the CSBG budget without requiring approval from Commerce, as long as the transferred amount does not exceed 10% of the total spending limit allowed.
- B. Should the Grantee exceed 10% of the total spending limit amount in any budget expenditure domain, the Grantee shall submit a revised budget to Commerce for approval. Rationale for changes to the budget must describe planned changes in service delivery. The changes must also align with the Grantee's Community Action Plan Program detail, the service delivery targets

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set within the National Performance Indicators as part of the Community Action Plan, and the most recent Community Needs Assessment.

Once reviewed, Commerce will notify Grantee of budget requested approval or denial.

Upon approval authorization by Commerce, the Grantee may submit invoice expenditures to Commerce based upon the approved budget revisions

Commerce may recapture and redistribute funds distributed to the Grantee that are unobligated at the end of the 24-month grant period.

5. ELIGIBLE USE OF FUNDS

Allowable use of CSBG funds shall include:

Administration Costs: In the context of CSBG statutory reporting requirements, administrative costs are equivalent to typical indirect costs or overhead. As distinguished from program administration or management expenditures that qualify as direct costs, administrative costs refer to central executive functions that do not directly support a specific project or service. Incurred for common objectives that benefit multiple programs administered by the Grantee organization, or the organization as a whole, administrative costs are not readily assignable to a particular program funding stream. Rather, administrative costs relate to the general management of the Grantee's organization, such as strategic direction, Board development, Executive Director functions, accounting, budgeting, personnel, procurement, and legal services.

Direct Services Costs: Direct program costs can be identified with delivery of a particular project, service, or activity intended to achieve an objective of the grant award. For the CSBG award, those purposes and eligible activities are specified in the reauthorizing statute and reflected in the national ROMA performance measures. Direct program costs are incurred for the service delivery and management components within a particular program or project. Therefore, direct costs include expenditures on some activities with administrative qualities, including salaries and benefits of program staff and managers, equipment, training, conferences, travel, and contracts, as long as those expenses relate specifically to a particular program or activity, not to the general administration of the organization.

6. PROHIBITIONS

Unless the Grantee has received a written waiver from Commerce, no funds shall be issued for the purchase of or improvement of land or real property other than low-cost residential weatherization or other energy-related home repair. The Grantee shall not use program funds or identify program funds in a manner supporting any partisan or nonpartisan political activity; or for any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or any voter registration activity.

7. BILLING PROCEDURES AND PAYMENT

Grantee must submit invoices through [Commerce's Contract Management System \(CMS\) online portal](#). Commerce will authorize payment to Grantee upon acceptance of authorized reimbursements and properly submitted online invoicing through CMS.

Invoices shall be submitted no less than quarterly and no more than monthly by the 20th of each month, even if zero expenditures are requested. Invoices shall describe and document, to Commerce's satisfaction a description of the work performed/the CSBG Budget Service category, and reimbursements requested.

Payment shall be considered timely if made by Commerce within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

Payment shall be made by reimbursement only. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by Commerce.

Commerce may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

Duplication of Billed Costs

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The Grantee shall not bill Commerce for services performed under this Agreement, and Commerce shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its sub-grants/sub-contracts.

8. SUB-CONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by sub-contractors and the portion of Grant funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business sub-contractors. "Sub-contractors" shall mean sub-contractors of any tier.

9. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or sub-grantee/sub-contractor, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give Commerce thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to Commerce within fifteen (15) calendar days of the Grant Execution date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any sub-grantee/sub-contractor provide adequate insurance coverage for the activities arising out of sub-grants/sub-contracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its sub-grantee/sub-contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name Commerce as beneficiary.

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- B. Sub-grantees/sub-contractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by sub-grantee/sub-contractors pursuant to this paragraph shall name the Grantee as beneficiary.
- C. The Grantee shall provide, at Commerce's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that Commerce will be provided thirty (30) days advance written notice of cancellation.

10. GOVERNING AND ADVISORY BOARD REQUIREMENTS

A. Non-Profit Entity

The governing board of nonprofit Grantees shall be composed of a Tri-Partite structure having a minimum of nine members. Grantees shall comply with guidance provided in CSBG [Information Memorandum 82](#).

Sections 676B of the Community Services Block Grant Reauthorization Act of 1998 requires that, as a condition of designation and funding, private nonprofit entities and public organizations administer their CSBG program through tripartite boards that "fully participate in the development, planning, implementation, and evaluation of the program to serve low-income communities."

1. At least one-third of tripartite board membership must be democratically selected representatives of low-income individuals and families who reside in the geographic area being served by the agency.
2. One-third membership must be elected/public officials, holding office at their time of selection to the board. If a sufficient number of elected officials are not available to serve, appointed public officials may take the place of elected officials. Public/elected officials may designate an alternate to serve on the board in their seated position. Individuals elected or appointed officials to represent them on the board shall serve only while they are in office or are re-designated by those in office.
3. The remaining board members must be chosen from "business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served by the Grantee.

B. Public/Local Government Entity

The advisory board of a public agency shall be composed of a tripartite structure having a minimum of six members. Grantees shall comply with guidance provided in CSBG [Information Memorandum 82](#).

Sections 676B of the Community Services Block Grant Reauthorization Act of 1998 requires that, as a condition of designation and funding, private nonprofit entities and public organizations administer their CSBG program through tripartite boards that "fully participate in the development, planning, implementation, and evaluation of the program to serve low-income communities."

1. At least one-third of the members of the advisory board must be chosen in accordance with democratic selection procedures adequate to assure that they are representatives of the low-income in the area served; or another mechanism specified by C to assure low-income citizen participation in the planning, administration and evaluation of projects for which such organization has been funded.
2. One-third must be elected officials, holding office at their time of selection, or their representatives. If a sufficient number of elected officials or their representatives are not available to serve, appointive public officials or their representatives may take the place of elected officials. Public/elected officials may designate an alternate to serve on the board in their seated position. Individuals elected or appointed officials to represent them on the board shall serve only while they are in office or are re-designated by those in office.
3. The remainder of the members are officials or members of business, industry, labor, religious, education, or other major groups and interests in the community.

C. Limited Purpose Agencies and/or Farmworker Clinics

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The advisory board of a federally designated Limited Purpose Agency or Farmworker Clinic shall have a minimum of six members. Responsibilities of the advisory board to a Limited Purpose Agency or Farm worker clinic Grantee shall include, but not be limited to: advising the Grantee concerning program plans and priorities; maximizing participation of the poor in Grantee programs; and establishing its own operating procedures. The Grantee is responsible for determining, subject to Commerce policies, major personnel, organizational, fiscal and program policies; overall program direction; and enforcing compliance with statutory and Grant requirements.

2. At least one-third of the members of the advisory board must be chosen in accordance with democratic selection procedures adequate to assure that they are representatives of the low-income in the area served; or another mechanism specified by Commerce to assure low-income citizen participation in the planning, administration and evaluation of projects for which such organization has been funded.
2. One-third must be elected officials, holding office at their time of selection, or their representatives. If a sufficient number of elected officials or their representatives are not available to serve, appointive public officials or their representatives may take the place of elected officials.
3. The remainder of the members are officials or members of business, industry, labor, religious, education, or other major groups and interests in the community.

11. OUTREACH ACTIVITIES

The Grantee shall conduct outreach activities designed to ensure that eligible households, especially households with elderly, handicapped, or non-English speaking individuals, or households with individuals who do not have adequate access to the media, are informed of the assistance available under this program.

The Grantee will inform custodial parents in single-parent families that participate in programs, activities, or services carried out or provided under this contract about the availability of child supports services if applicable, and refer such parents to the Department of Social and Health Services Child Support offices.

The Grantee shall register with 2-1-1 social services telephone referral system and prominently display 2-1-1 information in a public area for client access. The Grantee shall ensure that this telephone referral system has the most updated information regarding contacts, services, and client eligibility requirements.

12. CLIENT ELIGIBILITY FOR SERVICES

Clients must report household income to receive CSBG services under this Grant. The Grantee will provide CSBG services to Clients who have reported household incomes at, or below, 200% of the current Federal Poverty Level Income guidelines. The Grantee shall determine income eligibility for all new Clients and then on an annual basis on all active Clients.

If the Grantee does not provide direct customer services with CSBG funds, the Grantee is responsible to ensure its sub-grantees/sub-contractors adheres to the same eligibility requirements.

Individualized determinations of income may not be required where:

- A. Services or program provided to group, rather than to individuals and circumstances indicate that members of group are likely to be income eligible. For example:
 - Financial literacy information and materials provided at community gathering in low-income area or to Head Start parents
- B. Situations when it is impossible or impracticable to determine individual client eligibility. For example:
 - Part of outreach to potential clients, such as an open house event held at the agency
 - Initial intake and information referral process
 - Disaster relief and/or response and recovery to pandemic health crisis

13. RELIGIOUS ACTIVITY PROHIBITIONS

Direct Federal grants, sub-awards, or contracts under these programs shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore,

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organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs. (See 45 CFR, Part 87)

14. SAME-SEX MARRIAGE PROVISIONS

In accordance with the decision in *United States v. Windsor* (133 S. Ct. 2675 (June 26, 2013)); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, Grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

15. HUMAN TRAFFICKING PROVISIONS

This grant is subject to the requirements of Section 106(g) of the Act of 2000" (22 USC 7104). Full text of this requirement can be found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.

16. APPLICABLE LAWS AND REGULATIONS

In addition to the applicable laws and regulations listed in the General Terms and Conditions, the Grantee shall also comply with the following laws and regulations:

- A. The provisions of Title II, Subtitle B of Public Law 105-285, the "Community Services Block Grant Act" and the provision of the current approved Community Services Block Grant State plan, including all approved amendments or revisions
- B. The following regulations from Title 45 of the Code of Federal Regulations (CFR):
 - 1. **45 CFR Part 96, Subpart I** – Block Grants (Community Services Block Grants)
 - 2. **45 CFR Part 97** – Consolidation of Grants to the Insular Areas.
- C. The following Circulars from the Office of Management and Budget (OMB):
 - 1. **OMB Circular A-110**, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

17. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- 1. Applicable federal and state of Washington statutes and regulations
- 2. Special Terms and Conditions
- 3. General Terms and Conditions
- 4. Attachment A – Scope of Work
- 5. Attachment B – Required Reporting and Schedule
- 6. Attachment C – Certifications/Assurances

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1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "Commerce" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between Commerce and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award (regardless of the period of performance of the sub-awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each sub-award in excess of \$25,000.
- F. "Personal Information" shall mean 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. "State" shall mean the state of Washington.
- H. "Sub-grantee/sub-contractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "sub-grantee/sub-contractor" refers to any tier.
- I. "Sub-recipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or Commerce.
- J. "Vendor" is an entity that agrees to provide the amount and kind of services requested by Commerce; provides services under the grant only to those beneficiaries individually determined to be eligible by Commerce and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to Commerce, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by Commerce.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

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6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of Commerce.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

9. AUDIT

If the Grantee is a sub-recipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

1. Submit to Commerce the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
2. Submit to Commerce follow-up and developed corrective action plans for all audit findings.

If the Grantee is a sub-recipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify Commerce they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 2. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 4. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Commerce.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered

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Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

1. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact Commerce for assistance in obtaining a copy of these regulations.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. “Confidential Information” as used in this section includes:
1. All material provided to the Grantee by Commerce that is designated as “confidential” by Commerce;
 2. All material produced by the Grantee that is designated as “confidential” by Commerce; and
 3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. “Personal information” includes but is not limited to information related to a person’s name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver’s license number and other identifying numbers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of Commerce or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide Commerce with its policies and procedures on confidentiality. Commerce may require changes to such policies and procedures as they apply to this Grant whenever Commerce reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by Commerce. Upon request, the Grantee shall immediately return to Commerce any Confidential Information that Commerce reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee shall notify Commerce within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Commerce may, in its sole discretion, by written notice to the Grantee terminate this contract if it is found after due notice and examination by Commerce that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their sub-contractor(s) must identify any person employed in any capacity by the state of Washington that worked on the (YOUR PROGRAM

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NAME) including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by Commerce that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this grant is terminated as provided above, Commerce shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of Commerce provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which Commerce makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this grant.

13. COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by Commerce. Commerce shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all materials, including all intellectual property rights, moral rights, and rights of publicity to Commerce effective from the moment of creation of such materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to Commerce a nonexclusive, royalty-free, irrevocable license (with rights to sub-license to others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to Commerce.

The Grantee shall exert all reasonable effort to advise Commerce, at the time of delivery of materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide Commerce with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any materials delivered under this Grant. Commerce shall have the right to modify or remove any restrictive markings placed upon the materials by the Grantee.

14. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of Commerce, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

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The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

Commerce shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant, sub-grant/sub-contract, or agreement, for the same services or expenses.

16. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, Commerce, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any sub-grantee/sub-contractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any sub-grantee's/sub-contractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Grant. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or Commerce. The Contractor will not hold itself out as or claim to be an officer or employee of Commerce or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

19. INDIRECT COSTS

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de Minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

20. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Commerce may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. Commerce may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by Commerce under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

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21. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent

24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with Commerce. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

25. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

1. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
2. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - a. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - b. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - c. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Contractor is not in compliance with this provision.

26. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

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A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

The Grantee's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
 - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - c. Positive efforts shall be made to use small and minority-owned businesses.
 - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - e. Contracts shall be made only with reasonable sub-grantees/sub-contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - f. Some form of price or cost analysis should be performed in connection with every procurement action.
 - g. Procurement records and files for purchases shall include all of the following:
 - i. Contractor selection or rejection.
 - ii. The basis for the cost or price.
 - iii. Justification for lack of competitive bids if offers are not obtained.
 - h. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
4. Contractor and sub-grantee/sub-contractor must receive prior approval from Commerce for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

28. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or Commerce's name is mentioned, or language used from which the connection with the state of Washington's or Commerce's name may reasonably be inferred or implied, without the prior written consent of Commerce.

29. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, Commerce reserves the right to recapture funds in an amount to compensate Commerce for the noncompliance in addition to any other remedies available at law or in equity.

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Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by Commerce. In the alternative, Commerce may recapture such funds from payments due under this Grant.

30. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by Commerce, personnel duly authorized by Commerce, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

31. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

32. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to Commerce, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

33. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, Commerce may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

34. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

35. SITE SECURITY

While on Commerce premises, Grantee, its agents, employees, or sub-contractors shall conform in all respects with physical, fire or other security policies or regulations.

36. SUB-GRANTING/SUB-CONTRACTING

The Grantee may only sub-contract work contemplated under this Grant if it obtains the prior written approval of Commerce.

If Commerce approves sub-contracting, the Grantee shall maintain written procedures related to sub-contracting, as well as copies of all sub-contracts and records related to sub-contracts. For cause, Commerce in writing may: (a) require the Grantee to amend its sub-contracting procedures as they relate to this Grant; (b) prohibit the Grantee from sub-contracting with a particular person or entity; or (c) require the Grantee to rescind or amend a sub-contract.

Every sub-contract shall bind the Sub-contractor to follow all applicable terms of this Grant. The Grantee is responsible to Commerce if the Sub-contractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Sub-contractor to assure fiscal conditions of this Grant. In no event shall the existence of a sub-contract operate to release or

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reduce the liability of the Grantee to Commerce for any breach in the performance of the Grantee's duties.

Every sub-contract shall include a term that Commerce and the State of Washington are not liable for claims or damages arising from a sub-contractor's performance of the sub-contract.

37. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

38. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

39. TERMINATION FOR CAUSE

In the event Commerce determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, Commerce has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, Commerce shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

Commerce reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by Commerce to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of Commerce provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

40. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, Commerce may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, Commerce shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

41. TERMINATION PROCEDURES

Upon termination of this Grant, Commerce, in addition to any other rights provided in this Grant, may require the Grantee to deliver to Commerce any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

Commerce shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by Commerce, and the amount agreed upon by the Grantee and Commerce for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by Commerce, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of Commerce. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. Commerce may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect Commerce against potential loss or liability.

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The rights and remedies of Commerce provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or sub-grants/sub-contracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to Commerce, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and sub-grants/sub-contracts so terminated, in which case Commerce has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-grants/sub-contracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to Commerce and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to Commerce;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which Commerce has or may acquire an interest.

42. TREATMENT OF ASSETS

Title to all property furnished by Commerce shall remain in Commerce. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in Commerce upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in Commerce upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by Commerce in whole or in part, whichever first occurs.

1. Any property of Commerce furnished to the Grantee shall, unless otherwise provided herein or approved by Commerce, be used only for the performance of this Grant.
2. The Grantee shall be responsible for any loss or damage to property of Commerce that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
3. If any Commerce property is lost, destroyed or damaged, the Grantee shall immediately notify Commerce and shall take all reasonable steps to protect the property from further damage.
4. The Grantee shall surrender to Commerce all property of Commerce prior to settlement upon completion, termination or cancellation of this Grant
 - a. All reference to the Grantee under this clause shall also include Grantee's employees, agents or sub-grantees/sub-contractors.

43. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of Commerce.

SCOPE OF WORK

The Grantee shall provide specific services in accordance with the Grantee's Community Service Block Grant (CSBG) Community Action Plan, incorporated herein by reference, or as revised upon prior approval by Commerce. Commerce's approval shall not be withheld unless the revision is determined to be inconsistent with federal requirements of the CSBG Act. The Grantee shall adhere to the provisions of Public Law 105-285, Title II – Community Services Block Grant Program, Subtitle B -- Community Services Block Grant Program of the Community Services Block Grant Act.

The Grantee shall provide locally specified and state required services to assist income eligible participants, including the elderly and youth to meet targets set under the six National Performance Indicator goals for CSBG, namely:

- Goal 1: Low-income people become more self-sufficient.
- Goal 2: The conditions in which low-income people live are improved.
- Goal 3: Low-income people own a stake in their community.
- Goal 4: Partnerships among supporters and providers of service to low-income people are achieved.
- Goal 5: Agencies increase their effectiveness to achieve results
- Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive systems.

Activities will be supported through planning and coordinating service provision; by using innovative and community-based approaches; and through broadening of the resource base.

1. CSBG ACT STATUTORY COMPLIANCE

Each Grantee must submit a Community Action Plan as required by Section 676(b) of the 1998 CSBG Reauthorization. The required system for this submission is Commerce CSBG web-based system at: <https://wa-commerce.octopi.org/CSGIdentity/Account/LogIn>

Each Grantee must provide information in both the Organization Information and the Community Action Plan Sections. This information must be kept updated to reflect current Grantee status.

The **Organization Information** must include details in the following sections:

- Grantee General Information
- Grantee Contact Information
- Sub-grantee Information
- Community Needs Assessment
- Strategic Planning
- Strengthening Communities & Families
- Governing/Advisory Board Composition
- Linkages and Funding Coordination
- ROMA coordination.

The annual **Community Action Plan** must include:

- Program and services information and data in the following sections:
 - Program Description
 - CSBG Expenditure Domain(s) identified
 - National Performance Indicator data
 - Service Domain Information (if applicable)

- Agency Initiative information and data in the following sections:
 - Initiative Description
 - CSBG Expenditure Domain identified
 - National Performance Indicator data
 - Initiative Strategy Information

The CSBG supported activities and services provided, and/or coordinated, should relate to Section 676(b)(1) of the CSBG Act which outlines how CSBG funds should be used:

- a. To support activities that are designed to assist low-income families and individuals, including families and individuals receiving assistance under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), homeless families and individuals, migrant or seasonal farmworkers, and elderly low-income individuals and families to enable the families and individuals –
 - i to remove obstacles and solve problems that block the achievement of self-sufficiency (including self-sufficiency for families and individuals who are attempting to transition off a State program carried out under part A of title IV of the Social Security Act);
 - ii to secure and retain meaningful employment;
 - iii to attain an adequate education, with particular attention toward improving literacy skills of the low-income families in the communities involved, which may include carrying out family literacy initiatives;
 - iv to make better use of available income;
 - v to obtain and maintain adequate housing and a suitable living environment;
 - vi to obtain emergency assistance through loans, grants, or other means to meet immediate and urgent family and individual needs; and
 - vii to achieve greater participation in the affairs of the communities involved, including the development of public and private grassroots partnerships with local law enforcement agencies, local housing authorities, private foundations, and other public and private partners to
 1. document best practices based on successful grassroots intervention in urban areas, to develop methodologies for widespread replication; and
 2. strengthen and improve relationships with local law enforcement agencies, which may include participation in activities such as neighborhood or community policing efforts;
- b. To address the needs of youth in low-income communities through youth development programs that support the primary role of the family, give priority to the prevention of youth problems and crime, and promote increased community coordination and collaboration in meeting the needs of youth, and support development and expansion of innovative community-based youth development programs that have demonstrated success in preventing or reducing youth crime, such as –
 - i. programs for the establishment of violence-free zones that would involve youth development and intervention models (such as models involving youth mediation, youth mentoring, life skills training, job creation, and entrepreneur-ship programs); and
 - ii. after-school child care programs; and
- c. To make more effective use of, and to coordinate with, other programs related to the purposes of this subtitle (including State welfare reform efforts).

2. **COMPLIANCE WITH INFORMATION MEMORANDUM 138 (Organizational Standards Assessments)**

State Authority and Responsibility to Establish Organizational Standards

Under the block grant framework established in the CSBG Act, States have both the authority and the responsibility for effective oversight of eligible entities that receive CSBG funds. Section 678B of the CSBG Act (42 U.S.C. § 9914) requires State CSBG Lead Agencies to establish “performance goals, administrative standards, financial management requirements, and other requirements” that ensure an appropriate level of accountability and quality among the State’s eligible entities. In order for States to meet these responsibilities under the CSBG Act, States must establish and communicate clear and comprehensive standards and hold eligible entities accountable according to the standards as part of their oversight duties.

Attachment A

Each Grantee must annually complete an Agency Organizational Standard Self Assessment via the Commerce CSBG Web-based system at <https://wa-commerce.octopi.org/CSGIdentity/Account/Login>. Each Agency Assessments must include documentation to demonstrate compliance with individual standards as required per established timelines. Due dates for the annual Organizational Standards Assessment are detailed in Attachment C, CSBG Reporting Schedule. The state may, in its discretion allow exceptions on required reporting by specific agencies per allowable federal determinations.

CSBG REQUIRED REPORTING SCHEDULE

CSBG Organizational Standards Assessment	<p align="center">FFY2020 ORGANIZATIONAL STANDARDS SELF ASSESSMENTS REPORTING PERIOD OF 10/1/19 – 9/30/20 <u>COMPLETED IN WA CSBG REPORTING SYSTEM</u></p>	2020 SCHEDULE
	1. 2020 Agency Self-Assessments – Initial submittal to Commerce	1. October 31, 2020 (completed)
	2. Commerce Staff to perform Initial Review and provide CAA's with either: Modifications Requested or Acceptance of Assessment with no changes requested	2. January 15, 2021
	3. 2020 Final Assessments submitted to Commerce, to include any modifications requested, updated compliance documents, completed TAPs, etc.	3. February 15, 2021
	4. Commerce to complete reviews and issue final 2020 Organizational Assessment Report with statewide results of overall ratings	4. March 1, 2021
	<p align="center">FFY2021 ORGANIZATIONAL STANDARDS SELF ASSESSMENTS REPORTING PERIOD OF 10/1/20 – 9/30/21 <u>COMPLETED IN WA CSBG REPORTING SYSTEM</u></p>	2021 SCHEDULE
	1. 2021 Agency Self-Assessments – Initial submittal to Commerce	1. October 31, 2021
	2. Commerce Staff to perform Initial Review and provide CAA's with either: Modifications Requested or Acceptance of Assessment with no changes requested	2. December 15, 2021
	3. 2021 Final Assessments submitted to Commerce, to include any modifications requested, updated compliance documents, completed TAPs, etc.	3. January 15, 2022
	4. Commerce to complete reviews and issue final 2021 Organizational Assessment Report with statewide results of overall ratings	4. January 31, 2022
	<p align="center">FFY2022 ORGANIZATIONAL STANDARDS SELF ASSESSMENTS REPORTING PERIOD OF 10/1/21 – 9/30/22 <u>COMPLETED IN WA CSBG REPORTING SYSTEM</u></p>	2022 SCHEDULE
	1. 2022 Agency Self-Assessments – Initial submittal to Commerce	1. October 31, 2022
	2. Commerce Staff to perform Initial Review and provide CAA's with either: Modifications Requested or Acceptance of Assessment with no changes requested	2. December 15, 2022
3. 2022 Final Assessments submitted to Commerce, to include any modifications requested, updated compliance documents, completed TAPs, etc.	3. January 15, 2023	
4. Commerce to complete reviews and issue final 2022 Organizational Assessment Report with statewide results of overall ratings	4. January 31, 2023	

CSBG REQUIRED REPORTING SCHEDULE		
CSBG Annual Report	<p style="text-align: center;">FFY2020 CSBG ANNUAL REPORT REPORTING PERIOD OF 10/1/19 – 9/30/20 <u>COMPLETED IN WA CSBG REPORTING SYSTEM</u></p>	<p style="text-align: center;">2021 SCHEDULE</p>
	<p><u>2020 CSBG Annual Report</u></p> <ul style="list-style-type: none"> • Module 2 (Agency Expenditures, Capacity, and Resources) • Module 3 (Community Level) • Module 4 (Individual and Family Level Characteristics) • Verify National Performance Indicators for Modules 3 & 4 (as pre-populated from agency FFY20 Community Action Plan) <p><i>Modifications and/or clarification to the Annual Report may be requested by Commerce after initial submittal. In those cases, due dates for re-submittal will be identified in communications from CSBG State Office</i></p>	<p>March 15, 2021 (for data period 10/1/19 – 9/30/20)</p>
	<p style="text-align: center;">FFY2021 CSBG ANNUAL REPORT REPORTING PERIOD OF 10/1/20 – 9/30/21 <u>COMPLETED IN WA CSBG REPORTING SYSTEM</u></p>	<p style="text-align: center;">2022 SCHEDULE</p>
	<p><u>2021 CSBG Annual Report</u></p> <ul style="list-style-type: none"> • Module 2 (Agency Expenditures, Capacity, and Resources) • Module 3 (Community Level) • Module 4 (Individual and Family Level Characteristics) • Verify National Performance Indicators for Modules 3 & 4 (as pre-populated from agency FFY20 Community Action Plan) <p><i>Modifications and/or clarification to the Annual Report may be requested by Commerce after initial submittal. In those cases, due dates for re-submittal will be identified in communications from CSBG State Office</i></p>	<p>February 15, 2022 (for data period 10/1/20 – 9/30/21)</p>
<p style="text-align: center;">FFY2022 CSBG ANNUAL REPORT REPORTING PERIOD OF 10/1/20 – 9/30/21 <u>COMPLETED IN WA CSBG REPORTING SYSTEM</u></p>	<p style="text-align: center;">2023 SCHEDULE</p>	
<p><u>2022 CSBG Annual Report</u></p> <ul style="list-style-type: none"> • Module 2 (Agency Expenditures, Capacity, and Resources) • Module 3 (Community Level) • Module 4 (Individual and Family Level Characteristics) • Verify National Performance Indicators for Modules 3 & 4 (as pre-populated from agency FFY20 Community Action Plan) <p><i>Modifications and/or clarification to the Annual Report may be requested by Commerce after initial submittal. In those cases, due dates for re-submittal will be identified in communications from CSBG State Office</i></p>	<p>February 15, 2023 (for data period 10/1/21 – 9/30/22)</p>	

CSBG REQUIRED REPORTING SCHEDULE		
CSBG Community Action Plan	<p style="text-align: center;">FFY2020 COMMUNITY ACTION PLAN REPORTING PERIOD OF 10/1/19 – 9/30/20 <u>COMPLETED IN WA CSBG REPORTING SYSTEM</u></p>	2020 SCHEDULE
	<p>1. Initial Report - establish 12-month, agency-wide programs, services, initiatives, and targets in Community Action Plan</p>	1. July 30, 2020
	<p>2. Final Report – actual agency-wide results for previously targeted national performance indicators. Results will auto populate into Annual CSBG Report due in March 2021.</p>	2. January 17, 2021 FINAL DUE Date to Commerce
	<p style="text-align: center;">FFY2021 COMMUNITY ACTION PLAN REPORTING PERIOD OF 10/1/20 – 9/30/21 <u>COMPLETED IN WA CSBG REPORTING SYSTEM</u></p>	2021 SCHEDULE
	<p>1. Initial Report - establish 12-month, agency-wide programs, services, initiatives, and targets in Community Action Plan</p>	1. March 31, 2021
	<p>2. Final Report – actual agency-wide results for previously targeted national performance indicators. Results will auto populate into Annual CSBG Report due February 2022</p>	2. November 30, 2021
	<p style="text-align: center;">FFY2022 COMMUNITY ACTION PLAN REPORTING PERIOD OF 10/1/21 – 9/30/22 <u>COMPLETED IN WA CSBG REPORTING SYSTEM</u></p>	2022 SCHEDULE
	<p>1. Initial Report - establish 12-month, agency-wide programs, services, initiatives, and targets in Community Action Plan</p>	1. January 31, 2022
	<p>2. Final Report – actual agency-wide results for previously targeted national performance indicators. Results will auto populate into Annual CSBG Report due February 2022</p>	2. November 30, 2022
	OTHER CSBG REPORTING	
<p><u>Requests for Reimbursements</u> Reimbursement/Invoice Requests must be submitted via the Commerce Contract Management System. (CMS). <i>\$0 invoices are not required. Reimbursement Requests are not required until agencies begin spending funds awarded by this grant.</i></p>		Reimbursement Requests will be accepted on a monthly or quarterly basis.
<p><u>FFY21 CSBG Grant Close-out Reports</u> Contact CSBG Grant Manager for current Close Out Form. All completed forms should be submitted to: CSBG@Commerce.WA.Gov</p>		45 days after grant end date, grant termination date, or spend out of funds.
<p><u>Notice of Purchase/Disposal/Transfer of Equipment valued at \$5,000 or more:</u> Contact CSBG grant manager for applicable forms. Submit required forms to: CSBG@Commerce.WA.Gov</p>		30 days following purchase/transfer/and/or disposal of equipment.

CSBG FEDERAL GRANT CERTIFICATIONS/ASSURANCES

The following four certifications are required per US. Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Community Services Block Grant Program, Information Memorandum, Transmittal No. 125, dated June 20, 2011.

Instructions for Submittal: Please complete the following four certifications by having the authorizing party sign each document. Please ensure to also include their correct title, Agency Name, FFY21 grant number, and current date. Scan and e-mail an electronic copy of these four certifications to CSBG@Commerce.WA.Gov.

Your CSBG FFY21 Grant will not be executed until the following four required Certifications are signed, scanned, and submitted via e-mail to CSBG@Commerce.wa.gov:

1. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
2. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE
3. CERTIFICATION REGARDING LOBBYING
4. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

#1 CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)

1. By submitting this grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

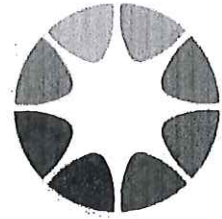
Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;



Washington State
Department of
Commerce

Grant Agreement with

Snohomish County Human Services

through

Community Services Block Grant (CSBG)

For

The reduction of poverty, the revitalization of low-income communities,
and the empowerment of low-income families and individuals in rural
and urban areas to become stable and fully self-sufficient

Start date: October 1, 2020

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FACE SHEET

Grant Number: F21-32101-026

**Washington State Department of Commerce
Community Services and Housing Division
Community Economic Opportunities Unit
Community Services Block Grant (CSBG)**

1. Grantee Snohomish County Human Services Department 3000 Rockefeller Avenue, M/S 305 Everett, WA 98201-4046		2. Grantee Doing Business As (optional)		
3. Grantee Representative Mary Jane Brell Vujovic Director 425-388-7116 Maryjane.brell@snoco.org		4. Commerce Representative David Hoadley CSBG Grant Manager 360-725-2851 David.Hoadley@commerce.wa.gov <div style="float: right; text-align: right;"> PO Box 42525 1011 Plum Street SE Olympia, WA 98504-2525 </div>		
5. Grant Amount \$542,177.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date October 1, 2020	8. End Date September 30, 2022	
9. Federal Funds (as applicable) \$542,177.00	Federal Agency: Dept of Health & Human Services (HHS)	CFDA Number: 93.569	Indirect Rate (if applicable):	
10. Tax ID # 91-6001368	11. SWV # SWV0002794-00	12. UBI # 601046293	13. DUNS # 07-924-7979	
14. Grant Purpose This grant provides funds to alleviate the causes and conditions of poverty in communities. Funding for the Community Services Block Grant (CSBG) supports a variety of community goals including: increased stability and self-sufficiency, improved living conditions of individuals and families, ownership and pride in communities and strong community and family support systems. *Spending Limit: Grantee is authorized to spend \$142,246.00. Spending limit amounts will be increased in writing by Commerce based upon the Federal Department of Health and Human Services funding awards issued. Grantee may not exceed the amount of the authorized current spending limit, all remaining grant funds may not be spent without prior written approval from Commerce.				
Commerce, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work; Attachment "B" – Required Reporting and Schedule; and Attachment "C" – Certifications and Assurances. In addition, the FFY21 CSBG Budget, Community Action Plan, Washington State CSBG Policies and Procedures, and National Organizational Standards, as amended from time to time, are incorporated by reference but are not attached to this Grant.				
FOR GRANTEE _____ Dave Somers _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director Community Services and Housing Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE		

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: November 18, 2020

Federal Award Identification Number (FAIN): 2101WACOSR

Total amount of the federal award: \$8,778,532

Awarding official: Diane Bragdon (202) 401-0933

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by Grant No. F21-32101-026 awarded by Department of Health and Human Services (HHS). Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Department of Health and Human Services. Grant funds are administered by the Community Services Block Grant Office, Washington State Department of Commerce."

2. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for Commerce and their grant information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

3. COMPENSATION

Commerce shall pay an amount not to exceed (\$542,177.00) for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A, Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Grantee's compensation for services rendered shall be based on the schedule set forth as incorporated by reference as the FFY21 Community Services Block Grant (CSBG) Community Action Plan, and the Grantee's FFY21 CSBG Budget.

Commerce Federal CSBG Grants are issued in 24 month cycles. They begin in October and end in September of the following year. Therefore, the time period for federal grants overlap each year. Commerce will not reimburse for expenditures from the most recent grant cycle until the prior grant has been spent out. All funds from the prior grant must be expended before Commerce will reimburse from the more recent grant.

In order to receive payment under the grant, the Grantee must comply with HHS requirements and must submit timely outcome reports as listed in Attachment B, Required Reports and Schedules. Payment by Commerce shall be made within 30 days of a properly submitted request for payment in the form designated by Commerce.

4. BUDGET

The approved budget is incorporated by reference as the FFY21 CSBG Budget.

Budget Revisions

- A. The Grantee may transfer funds among expenditure domains within the CSBG budget without requiring approval from Commerce, as long as the transferred amount does not exceed 10% of the total spending limit allowed.
- B. Should the Grantee exceed 10% of the total spending limit amount in any budget expenditure domain, the Grantee shall submit a revised budget to Commerce for approval. Rationale for changes to the budget must describe planned changes in service delivery. The changes must also align with the Grantee's Community Action Plan Program detail, the service delivery targets

**SPECIAL TERMS AND CONDITIONS
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set within the National Performance Indicators as part of the Community Action Plan, and the most recent Community Needs Assessment.

Once reviewed, Commerce will notify Grantee of budget requested approval or denial.

Upon approval authorization by Commerce, the Grantee may submit invoice expenditures to Commerce based upon the approved budget revisions

Commerce may recapture and redistribute funds distributed to the Grantee that are unobligated at the end of the 24-month grant period.

5. ELIGIBLE USE OF FUNDS

Allowable use of CSBG funds shall include:

Administration Costs: In the context of CSBG statutory reporting requirements, administrative costs are equivalent to typical indirect costs or overhead. As distinguished from program administration or management expenditures that qualify as direct costs, administrative costs refer to central executive functions that do not directly support a specific project or service. Incurred for common objectives that benefit multiple programs administered by the Grantee organization, or the organization as a whole, administrative costs are not readily assignable to a particular program funding stream. Rather, administrative costs relate to the general management of the Grantee's organization, such as strategic direction, Board development, Executive Director functions, accounting, budgeting, personnel, procurement, and legal services.

Direct Services Costs: Direct program costs can be identified with delivery of a particular project, service, or activity intended to achieve an objective of the grant award. For the CSBG award, those purposes and eligible activities are specified in the reauthorizing statute and reflected in the national ROMA performance measures. Direct program costs are incurred for the service delivery and management components within a particular program or project. Therefore, direct costs include expenditures on some activities with administrative qualities, including salaries and benefits of program staff and managers, equipment, training, conferences, travel, and contracts, as long as those expenses relate specifically to a particular program or activity, not to the general administration of the organization.

6. PROHIBITIONS

Unless the Grantee has received a written waiver from Commerce, no funds shall be issued for the purchase of or improvement of land or real property other than low-cost residential weatherization or other energy-related home repair. The Grantee shall not use program funds or identify program funds in a manner supporting any partisan or nonpartisan political activity; or for any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or any voter registration activity.

7. BILLING PROCEDURES AND PAYMENT

Grantee must submit invoices through Commerce's Contract Management System (CMS) online portal. Commerce will authorize payment to Grantee upon acceptance of authorized reimbursements and properly submitted online invoicing through CMS.

Invoices shall be submitted no less than quarterly and no more than monthly by the 20th of each month, even if zero expenditures are requested. Invoices shall describe and document, to Commerce's satisfaction a description of the work performed/the CSBG Budget Service category, and reimbursements requested.

Payment shall be considered timely if made by Commerce within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

Payment shall be made by reimbursement only. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by Commerce.

Commerce may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

Duplication of Billed Costs

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
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The Grantee shall not bill Commerce for services performed under this Agreement, and Commerce shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its sub-grants/sub-contracts.

8. SUB-CONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by sub-contractors and the portion of Grant funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business sub-contractors. "Sub-contractors" shall mean sub-contractors of any tier.

9. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or sub-grantee/sub-contractor, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give Commerce thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to Commerce within fifteen (15) calendar days of the Grant Execution date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any sub-grantee/sub-contractor provide adequate insurance coverage for the activities arising out of sub-grants/sub-contracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its sub-grantee/sub-contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name Commerce as beneficiary.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

- B. Sub-grantees/sub-contractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by sub-grantee/sub-contractors pursuant to this paragraph shall name the Grantee as beneficiary.
- C. The Grantee shall provide, at Commerce's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that Commerce will be provided thirty (30) days advance written notice of cancellation.

10. GOVERNING AND ADVISORY BOARD REQUIREMENTS

A. Non-Profit Entity

The governing board of nonprofit Grantees shall be composed of a Tri-Partite structure having a minimum of nine members. Grantees shall comply with guidance provided in CSBG Information Memorandum 82.

Sections 676B of the Community Services Block Grant Reauthorization Act of 1998 requires that, as a condition of designation and funding, private nonprofit entities and public organizations administer their CSBG program through tripartite boards that "fully participate in the development, planning, implementation, and evaluation of the program to serve low-income communities."

1. At least one-third of tripartite board membership must be democratically selected representatives of low-income individuals and families who reside in the geographic area being served by the agency.
2. One-third membership must be elected/public officials, holding office at their time of selection to the board. If a sufficient number of elected officials are not available to serve, appointed public officials may take the place of elected officials. Public/elected officials may designate an alternate to serve on the board in their seated position. Individuals elected or appointed officials to represent them on the board shall serve only while they are in office or are re-designated by those in office.
3. The remaining board members must be chosen from "business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served by the Grantee.

B. Public/Local Government Entity

The advisory board of a public agency shall be composed of a tripartite structure having a minimum of six members. Grantees shall comply with guidance provided in CSBG Information Memorandum 82.

Sections 676B of the Community Services Block Grant Reauthorization Act of 1998 requires that, as a condition of designation and funding, private nonprofit entities and public organizations administer their CSBG program through tripartite boards that "fully participate in the development, planning, implementation, and evaluation of the program to serve low-income communities."

1. At least one-third of the members of the advisory board must be chosen in accordance with democratic selection procedures adequate to assure that they are representatives of the low-income in the area served; or another mechanism specified by C to assure low-income citizen participation in the planning, administration and evaluation of projects for which such organization has been funded.
2. One-third must be elected officials, holding office at their time of selection, or their representatives. If a sufficient number of elected officials or their representatives are not available to serve, appointive public officials or their representatives may take the place of elected officials. Public/elected officials may designate an alternate to serve on the board in their seated position. Individuals elected or appointed officials to represent them on the board shall serve only while they are in office or are re-designated by those in office.
3. The remainder of the members are officials or members of business, industry, labor, religious, education, or other major groups and interests in the community.

C. Limited Purpose Agencies and/or Farmworker Clinics

**SPECIAL TERMS AND CONDITIONS
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The advisory board of a federally designated Limited Purpose Agency or Farmworker Clinic shall have a minimum of six members. Responsibilities of the advisory board to a Limited Purpose Agency or Farm worker clinic Grantee shall include, but not be limited to: advising the Grantee concerning program plans and priorities; maximizing participation of the poor in Grantee programs; and establishing its own operating procedures. The Grantee is responsible for determining, subject to Commerce policies, major personnel, organizational, fiscal and program policies; overall program direction; and enforcing compliance with statutory and Grant requirements.

2. At least one-third of the members of the advisory board must be chosen in accordance with democratic selection procedures adequate to assure that they are representatives of the low-income in the area served; or another mechanism specified by Commerce to assure low-income citizen participation in the planning, administration and evaluation of projects for which such organization has been funded.
2. One-third must be elected officials, holding office at their time of selection, or their representatives. If a sufficient number of elected officials or their representatives are not available to serve, appointive public officials or their representatives may take the place of elected officials.
3. The remainder of the members are officials or members of business, industry, labor, religious, education, or other major groups and interests in the community.

11. OUTREACH ACTIVITIES

The Grantee shall conduct outreach activities designed to ensure that eligible households, especially households with elderly, handicapped, or non-English speaking individuals, or households with individuals who do not have adequate access to the media, are informed of the assistance available under this program.

The Grantee will inform custodial parents in single-parent families that participate in programs, activities, or services carried out or provided under this contract about the availability of child supports services if applicable, and refer such parents to the Department of Social and Health Services Child Support offices.

The Grantee shall register with 2-1-1 social services telephone referral system and prominently display 2-1-1 information in a public area for client access. The Grantee shall ensure that this telephone referral system has the most updated information regarding contacts, services, and client eligibility requirements.

12. CLIENT ELIGIBILITY FOR SERVICES

Clients must report household income to receive CSBG services under this Grant. The Grantee will provide CSBG services to Clients who have reported household incomes at, or below, 200% of the current Federal Poverty Level Income guidelines. The Grantee shall determine income eligibility for all new Clients and then on an annual basis on all active Clients.

If the Grantee does not provide direct customer services with CSBG funds, the Grantee is responsible to ensure its sub-grantees/sub-contractors adheres to the same eligibility requirements.

Individualized determinations of income may not be required where:

- A. Services or program provided to group, rather than to individuals and circumstances indicate that members of group are likely to be income eligible. For example:
 - Financial literacy information and materials provided at community gathering in low-income area or to Head Start parents
- B. Situations when it is impossible or impracticable to determine individual client eligibility. For example:
 - Part of outreach to potential clients, such as an open house event held at the agency
 - Initial intake and information referral process
 - Disaster relief and/or response and recovery to pandemic health crisis

13. RELIGIOUS ACTIVITY PROHIBITIONS

Direct Federal grants, sub-awards, or contracts under these programs shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore,

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organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs. (See 45 CFR, Part 87)

14. SAME-SEX MARRIAGE PROVISIONS

In accordance with the decision in *United States v. Windsor* (133 S. Ct. 2675 (June 26, 2013); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, Grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

15. HUMAN TRAFFICKING PROVISIONS

This grant is subject to the requirements of Section 106(g) of the Act of 2000" (22 USC 7104). Full text of this requirement can be found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.

16. APPLICABLE LAWS AND REGULATIONS

In addition to the applicable laws and regulations listed in the General Terms and Conditions, the Grantee shall also comply with the following laws and regulations:

- A. The provisions of Title II, Subtitle B of Public Law 105-285, the "Community Services Block Grant Act" and the provision of the current approved Community Services Block Grant State plan, including all approved amendments or revisions
- B. The following regulations from Title 45 of the Code of Federal Regulations (CFR):
 - 1. **45 CFR Part 96, Subpart I** – Block Grants (Community Services Block Grants)
 - 2. **45 CFR Part 97** – Consolidation of Grants to the Insular Areas.
- C. The following Circulars from the Office of Management and Budget (OMB):
 - 1. **OMB Circular A-110**, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

17. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- 1. Applicable federal and state of Washington statutes and regulations
- 2. Special Terms and Conditions
- 3. General Terms and Conditions
- 4. Attachment A – Scope of Work
- 5. Attachment B – Required Reporting and Schedule
- 6. Attachment C – Certifications/Assurances

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1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "Commerce" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between Commerce and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award (regardless of the period of performance of the sub-awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each sub-award in excess of \$25,000.
- F. "Personal Information" shall mean 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. "State" shall mean the state of Washington.
- H. "Sub-grantee/sub-contractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "sub-grantee/sub-contractor" refers to any tier.
- I. "Sub-recipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or Commerce.
- J. "Vendor" is an entity that agrees to provide the amount and kind of services requested by Commerce; provides services under the grant only to those beneficiaries individually determined to be eligible by Commerce and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to Commerce, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by Commerce.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

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6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of Commerce.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

9. AUDIT

If the Grantee is a sub-recipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

1. Submit to Commerce the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
2. Submit to Commerce follow-up and developed corrective action plans for all audit findings.

If the Grantee is a sub-recipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify Commerce they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 2. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 4. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Commerce.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered

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Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

1. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.

E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact Commerce for assistance in obtaining a copy of these regulations.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by Commerce that is designated as "confidential" by Commerce;
2. All material produced by the Grantee that is designated as "confidential" by Commerce; and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of Commerce or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide Commerce with its policies and procedures on confidentiality. Commerce may require changes to such policies and procedures as they apply to this Grant whenever Commerce reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by Commerce. Upon request, the Grantee shall immediately return to Commerce any Confidential Information that Commerce reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify Commerce within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Commerce may, in its sole discretion, by written notice to the Grantee terminate this contract if it is found after due notice and examination by Commerce that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their sub-contractor(s) must identify any person employed in any capacity by the state of Washington that worked on the (YOUR PROGRAM

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NAME) including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by Commerce that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this grant is terminated as provided above, Commerce shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of Commerce provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which Commerce makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this grant.

13. COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by Commerce. Commerce shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all materials, including all intellectual property rights, moral rights, and rights of publicity to Commerce effective from the moment of creation of such materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to Commerce a nonexclusive, royalty-free, irrevocable license (with rights to sub-license to others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to Commerce.

The Grantee shall exert all reasonable effort to advise Commerce, at the time of delivery of materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide Commerce with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any materials delivered under this Grant. Commerce shall have the right to modify or remove any restrictive markings placed upon the materials by the Grantee.

14. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of Commerce, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

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The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

Commerce shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant, sub-grant/sub-contract, or agreement, for the same services or expenses.

16. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, Commerce, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any sub-grantee/sub-contractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any sub-grantee's/sub-contractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Grant. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or Commerce. The Contractor will not hold itself out as or claim to be an officer or employee of Commerce or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

19. INDIRECT COSTS

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de Minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

20. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Commerce may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. Commerce may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by Commerce under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

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21. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent

24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with Commerce. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

25. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

1. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
2. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - a. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - b. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - c. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Contractor is not in compliance with this provision.

26. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

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A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

The Grantee's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
 - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - c. Positive efforts shall be made to use small and minority-owned businesses.
 - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - e. Contracts shall be made only with reasonable sub-grantees/sub-contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - f. Some form of price or cost analysis should be performed in connection with every procurement action.
 - g. Procurement records and files for purchases shall include all of the following:
 - i. Contractor selection or rejection.
 - ii. The basis for the cost or price.
 - iii. Justification for lack of competitive bids if offers are not obtained.
 - h. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
4. Contractor and sub-grantee/sub-contractor must receive prior approval from Commerce for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

28. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or Commerce's name is mentioned, or language used from which the connection with the state of Washington's or Commerce's name may reasonably be inferred or implied, without the prior written consent of Commerce.

29. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, Commerce reserves the right to recapture funds in an amount to compensate Commerce for the noncompliance in addition to any other remedies available at law or in equity.

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Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by Commerce. In the alternative, Commerce may recapture such funds from payments due under this Grant.

30. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by Commerce, personnel duly authorized by Commerce, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

31. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

32. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to Commerce, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

33. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, Commerce may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

34. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

35. SITE SECURITY

While on Commerce premises, Grantee, its agents, employees, or sub-contractors shall conform in all respects with physical, fire or other security policies or regulations.

36. SUB-GRANTING/SUB-CONTRACTING

The Grantee may only sub-contract work contemplated under this Grant if it obtains the prior written approval of Commerce.

If Commerce approves sub-contracting, the Grantee shall maintain written procedures related to sub-contracting, as well as copies of all sub-contracts and records related to sub-contracts. For cause, Commerce in writing may: (a) require the Grantee to amend its sub-contracting procedures as they relate to this Grant; (b) prohibit the Grantee from sub-contracting with a particular person or entity; or (c) require the Grantee to rescind or amend a sub-contract.

Every sub-contract shall bind the Sub-contractor to follow all applicable terms of this Grant. The Grantee is responsible to Commerce if the Sub-contractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Sub-contractor to assure fiscal conditions of this Grant. In no event shall the existence of a sub-contract operate to release or

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FEDERAL FUNDS**

reduce the liability of the Grantee to Commerce for any breach in the performance of the Grantee's duties.

Every sub-contract shall include a term that Commerce and the State of Washington are not liable for claims or damages arising from a sub-contractor's performance of the sub-contract.

37. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

38. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

39. TERMINATION FOR CAUSE

In the event Commerce determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, Commerce has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, Commerce shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

Commerce reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by Commerce to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of Commerce provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

40. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, Commerce may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, Commerce shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

41. TERMINATION PROCEDURES

Upon termination of this Grant, Commerce, in addition to any other rights provided in this Grant, may require the Grantee to deliver to Commerce any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

Commerce shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by Commerce, and the amount agreed upon by the Grantee and Commerce for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by Commerce, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of Commerce. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. Commerce may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect Commerce against potential loss or liability.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

The rights and remedies of Commerce provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or sub-grants/sub-contracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to Commerce, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and sub-grants/sub-contracts so terminated, in which case Commerce has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-grants/sub-contracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to Commerce and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to Commerce;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which Commerce has or may acquire an interest.

42. TREATMENT OF ASSETS

Title to all property furnished by Commerce shall remain in Commerce. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in Commerce upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in Commerce upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by Commerce in whole or in part, whichever first occurs.

1. Any property of Commerce furnished to the Grantee shall, unless otherwise provided herein or approved by Commerce, be used only for the performance of this Grant.
2. The Grantee shall be responsible for any loss or damage to property of Commerce that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
3. If any Commerce property is lost, destroyed or damaged, the Grantee shall immediately notify Commerce and shall take all reasonable steps to protect the property from further damage.
4. The Grantee shall surrender to Commerce all property of Commerce prior to settlement upon completion, termination or cancellation of this Grant
 - a. All reference to the Grantee under this clause shall also include Grantee's employees, agents or sub-grantees/sub-contractors.

43. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of Commerce.

SCOPE OF WORK

The Grantee shall provide specific services in accordance with the Grantee's Community Service Block Grant (CSBG) Community Action Plan, incorporated herein by reference, or as revised upon prior approval by Commerce. Commerce's approval shall not be withheld unless the revision is determined to be inconsistent with federal requirements of the CSBG Act. The Grantee shall adhere to the provisions of Public Law 105-285, Title II – Community Services Block Grant Program, Subtitle B -- Community Services Block Grant Program of the Community Services Block Grant Act.

The Grantee shall provide locally specified and state required services to assist income eligible participants, including the elderly and youth to meet targets set under the six National Performance Indicator goals for CSBG, namely:

- Goal 1: Low-income people become more self-sufficient.
- Goal 2: The conditions in which low-income people live are improved.
- Goal 3: Low-income people own a stake in their community.
- Goal 4: Partnerships among supporters and providers of service to low-income people are achieved.
- Goal 5: Agencies increase their effectiveness to achieve results
- Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive systems.

Activities will be supported through planning and coordinating service provision; by using innovative and community-based approaches; and through broadening of the resource base.

1. CSBG ACT STATUTORY COMPLIANCE

Each Grantee must submit a Community Action Plan as required by Section 676(b) of the 1998 CSBG Reauthorization. The required system for this submission is Commerce CSBG web-based system at: <https://wa-commerce.octopi.org/CSGIdentity/Account/Login>

Each Grantee must provide information in both the Organization Information and the Community Action Plan Sections. This information must be kept updated to reflect current Grantee status.

The **Organization Information** must include details in the following sections:

- Grantee General Information
- Grantee Contact Information
- Sub-grantee Information
- Community Needs Assessment
- Strategic Planning
- Strengthening Communities & Families
- Governing/Advisory Board Composition
- Linkages and Funding Coordination
- ROMA coordination.

The annual **Community Action Plan** must include:

- Program and services information and data in the following sections:
 - Program Description
 - CSBG Expenditure Domain(s) identified
 - National Performance Indicator data
 - Service Domain Information (if applicable)

- Agency Initiative information and data in the following sections:
 - Initiative Description
 - CSBG Expenditure Domain identified
 - National Performance Indicator data
 - Initiative Strategy Information

The CSBG supported activities and services provided, and/or coordinated, should relate to Section 676(b)(1) of the CSBG Act which outlines how CSBG funds should be used:

- a. To support activities that are designed to assist low-income families and individuals, including families and individuals receiving assistance under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), homeless families and individuals, migrant or seasonal farmworkers, and elderly low-income individuals and families to enable the families and individuals –
 - i to remove obstacles and solve problems that block the achievement of self-sufficiency (including self-sufficiency for families and individuals who are attempting to transition off a State program carried out under part A of title IV of the Social Security Act);
 - ii to secure and retain meaningful employment;
 - iii to attain an adequate education, with particular attention toward improving literacy skills of the low-income families in the communities involved, which may include carrying out family literacy initiatives;
 - iv to make better use of available income;
 - v to obtain and maintain adequate housing and a suitable living environment;
 - vi to obtain emergency assistance through loans, grants, or other means to meet immediate and urgent family and individual needs; and
 - vii to achieve greater participation in the affairs of the communities involved, including the development of public and private grassroots partnerships with local law enforcement agencies, local housing authorities, private foundations, and other public and private partners to
 1. document best practices based on successful grassroots intervention in urban areas, to develop methodologies for widespread replication; and
 2. strengthen and improve relationships with local law enforcement agencies, which may include participation in activities such as neighborhood or community policing efforts;
- b. To address the needs of youth in low-income communities through youth development programs that support the primary role of the family, give priority to the prevention of youth problems and crime, and promote increased community coordination and collaboration in meeting the needs of youth, and support development and expansion of innovative community-based youth development programs that have demonstrated success in preventing or reducing youth crime, such as –
 - i. programs for the establishment of violence-free zones that would involve youth development and intervention models (such as models involving youth mediation, youth mentoring, life skills training, job creation, and entrepreneur-ship programs); and
 - ii. after-school child care programs; and
- c. To make more effective use of, and to coordinate with, other programs related to the purposes of this subtitle (including State welfare reform efforts).

2. COMPLIANCE WITH INFORMATION MEMORANDUM 138 (Organizational Standards Assessments)

State Authority and Responsibility to Establish Organizational Standards

Under the block grant framework established in the CSBG Act, States have both the authority and the responsibility for effective oversight of eligible entities that receive CSBG funds. Section 678B of the CSBG Act (42 U.S.C. § 9914) requires State CSBG Lead Agencies to establish “performance goals, administrative standards, financial management requirements, and other requirements” that ensure an appropriate level of accountability and quality among the State’s eligible entities. In order for States to meet these responsibilities under the CSBG Act, States must establish and communicate clear and comprehensive standards and hold eligible entities accountable according to the standards as part of their oversight duties.

Attachment A

Each Grantee must annually complete an Agency Organizational Standard Self Assessment via the Commerce CSBG Web-based system at <https://wa-commerce.octopi.org/CSGIdentity/Account/Login>. Each Agency Assessments must include documentation to demonstrate compliance with individual standards as required per established timelines. Due dates for the annual Organizational Standards Assessment are detailed in Attachment C, CSBG Reporting Schedule. The state may, in its discretion allow exceptions on required reporting by specific agencies per allowable federal determinations.

CSBG REQUIRED REPORTING SCHEDULE

CSBG Organizational Standards Assessment	FFY2020 ORGANIZATIONAL STANDARDS SELF ASSESSMENTS REPORTING PERIOD OF 10/1/19 – 9/30/20 <u>COMPLETED IN WA CSBG REPORTING SYSTEM</u>	2020 SCHEDULE
	1. 2020 Agency Self-Assessments – Initial submittal to Commerce	1. October 31, 2020 (completed)
	2. Commerce Staff to perform Initial Review and provide CAA's with either: Modifications Requested or Acceptance of Assessment with no changes requested	2. January 15, 2021
	3. 2020 Final Assessments submitted to Commerce, to include any modifications requested, updated compliance documents, completed TAPs, etc.	3. February 15, 2021
	4. Commerce to complete reviews and issue final 2020 Organizational Assessment Report with statewide results of overall ratings	4. March 1, 2021
	FFY2021 ORGANIZATIONAL STANDARDS SELF ASSESSMENTS REPORTING PERIOD OF 10/1/20 – 9/30/21 <u>COMPLETED IN WA CSBG REPORTING SYSTEM</u>	2021 SCHEDULE
	1. 2021 Agency Self-Assessments – Initial submittal to Commerce	1. October 31, 2021
	2. Commerce Staff to perform Initial Review and provide CAA's with either: Modifications Requested or Acceptance of Assessment with no changes requested	2. December 15, 2021
	3. 2021 Final Assessments submitted to Commerce, to include any modifications requested, updated compliance documents, completed TAPs, etc.	3. January 15, 2022
	4. Commerce to complete reviews and issue final 2021 Organizational Assessment Report with statewide results of overall ratings	4. January 31, 2022
	FFY2022 ORGANIZATIONAL STANDARDS SELF ASSESSMENTS REPORTING PERIOD OF 10/1/21 – 9/30/22 <u>COMPLETED IN WA CSBG REPORTING SYSTEM</u>	2022 SCHEDULE
	1. 2022 Agency Self-Assessments – Initial submittal to Commerce	1. October 31, 2022
	2. Commerce Staff to perform Initial Review and provide CAA's with either: Modifications Requested or Acceptance of Assessment with no changes requested	2. December 15, 2022
3. 2022 Final Assessments submitted to Commerce, to include any modifications requested, updated compliance documents, completed TAPs, etc.	3. January 15, 2023	
4. Commerce to complete reviews and issue final 2022 Organizational Assessment Report with statewide results of overall ratings	4. January 31, 2023	

CSBG REQUIRED REPORTING SCHEDULE		
CSBG Annual Report	FFY2020 CSBG ANNUAL REPORT REPORTING PERIOD OF 10/1/19 – 9/30/20 <u>COMPLETED IN WA CSBG REPORTING SYSTEM</u>	2021 SCHEDULE
	<u>2020 CSBG Annual Report</u> <ul style="list-style-type: none"> • Module 2 (Agency Expenditures, Capacity, and Resources) • Module 3 (Community Level) • Module 4 (Individual and Family Level Characteristics) • Verify National Performance Indicators for Modules 3 & 4 (as pre-populated from agency FFY20 Community Action Plan) <p><i>Modifications and/or clarification to the Annual Report may be requested by Commerce after initial submittal. In those cases, due dates for re-submittal will be identified in communications from CSBG State Office</i></p>	March 15, 2021 (for data period 10/1/19 – 9/30/20)
	FFY2021 CSBG ANNUAL REPORT REPORTING PERIOD OF 10/1/20 – 9/30/21 <u>COMPLETED IN WA CSBG REPORTING SYSTEM</u>	2022 SCHEDULE
	<u>2021 CSBG Annual Report</u> <ul style="list-style-type: none"> • Module 2 (Agency Expenditures, Capacity, and Resources) • Module 3 (Community Level) • Module 4 (Individual and Family Level Characteristics) • Verify National Performance Indicators for Modules 3 & 4 (as pre-populated from agency FFY20 Community Action Plan) <p><i>Modifications and/or clarification to the Annual Report may be requested by Commerce after initial submittal. In those cases, due dates for re-submittal will be identified in communications from CSBG State Office</i></p>	February 15, 2022 (for data period 10/1/20 – 9/30/21)
	FFY2022 CSBG ANNUAL REPORT REPORTING PERIOD OF 10/1/20 – 9/30/21 <u>COMPLETED IN WA CSBG REPORTING SYSTEM</u>	2023 SCHEDULE
	<u>2022 CSBG Annual Report</u> <ul style="list-style-type: none"> • Module 2 (Agency Expenditures, Capacity, and Resources) • Module 3 (Community Level) • Module 4 (Individual and Family Level Characteristics) • Verify National Performance Indicators for Modules 3 & 4 (as pre-populated from agency FFY20 Community Action Plan) <p><i>Modifications and/or clarification to the Annual Report may be requested by Commerce after initial submittal. In those cases, due dates for re-submittal will be identified in communications from CSBG State Office</i></p>	February 15, 2023 (for data period 10/1/21 – 9/30/22)

CSBG REQUIRED REPORTING SCHEDULE		
CSBG Community Action Plan	FFY2020 COMMUNITY ACTION PLAN REPORTING PERIOD OF 10/1/19 – 9/30/20 <i><u>COMPLETED IN WA CSBG REPORTING SYSTEM</u></i>	2020 SCHEDULE
	1. Initial Report - establish 12-month, agency-wide programs, services, initiatives, and targets in Community Action Plan	1. July 30, 2020
	2. Final Report – actual agency-wide results for previously targeted national performance indicators. Results will auto populate into Annual CSBG Report due in March 2021.	2. January 17, 2021 FINAL DUE Date to Commerce
	FFY2021 COMMUNITY ACTION PLAN REPORTING PERIOD OF 10/1/20 – 9/30/21 <i><u>COMPLETED IN WA CSBG REPORTING SYSTEM</u></i>	2021 SCHEDULE
	1. Initial Report - establish 12-month, agency-wide programs, services, initiatives, and targets in Community Action Plan	1. March 31, 2021
	2. Final Report – actual agency-wide results for previously targeted national performance indicators. Results will auto populate into Annual CSBG Report due February 2022	2. November 30, 2021
	FFY2022 COMMUNITY ACTION PLAN REPORTING PERIOD OF 10/1/21 – 9/30/22 <i><u>COMPLETED IN WA CSBG REPORTING SYSTEM</u></i>	2022 SCHEDULE
	1. Initial Report - establish 12-month, agency-wide programs, services, initiatives, and targets in Community Action Plan	1. January 31, 2022
2. Final Report – actual agency-wide results for previously targeted national performance indicators. Results will auto populate into Annual CSBG Report due February 2022	2. November 30, 2022	
OTHER CSBG REPORTING		REQUESTED DATES
<p><u>Requests for Reimbursements</u></p> <p>Reimbursement/Invoice Requests must be submitted via the Commerce Contract Management System. (CMS).</p> <p><i>\$0 invoices are not required. Reimbursement Requests are not required until agencies begin spending funds awarded by this grant.</i></p>		Reimbursement Requests will be accepted on a monthly or quarterly basis.
<p><u>FFY21 CSBG Grant Close-out Reports</u></p> <p>Contact CSBG Grant Manager for current Close Out Form. All completed forms should be submitted to: CSBG@Commerce.WA.Gov</p>		45 days after grant end date, grant termination date, or spend out of funds.
<p><u>Notice of Purchase/Disposal/Transfer of Equipment valued at \$5,000 or more:</u></p> <p>Contact CSBG grant manager for applicable forms. Submit required forms to: CSBG@Commerce.WA.Gov</p>		30 days following purchase/transfer/and/or disposal of equipment.

CSBG FEDERAL GRANT CERTIFICATIONS/ASSURANCES

The following four certifications are required per US. Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Community Services Block Grant Program, Information Memorandum, Transmittal No. 125, dated June 20, 2011.

Instructions for Submittal: Please complete the following four certifications by having the authorizing party sign each document. Please ensure to also include their correct title, Agency Name, FFY21 grant number, and current date. Scan and e-mail an electronic copy of these four certifications to CSBG@Commerce.WA.Gov.

Your CSBG FFY21 Grant will not be executed until the following four required Certifications are signed, scanned, and submitted via e-mail to CSBG@Commerce.wa.gov:

1. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
2. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE
3. CERTIFICATION REGARDING LOBBYING
4. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

#1 CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)

1. By submitting this grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- (b) Establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Grantee to insert in the space provided below the site(s) where the **main performance** of work done in connection with this grant:

Place of Performance (Agency Name, Street address, city, county, state, zip code)

Snohomish County, WA

Lacey Harper

Digitally signed by Lacey Harper
Date: 2021.08.04 10:06:29 -07'00'

Signature of legal authority

Title

Agency

Date

F21-32101-026

CSBG FFY21 Grant Number

#2 CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this form the grantee certifies that it will comply with the requirements of the Act.

The grantee further agrees that it will require the language of this certification be included in any sub-awards, which contain provisions for children's services, and that all sub-grantees shall certify accordingly.

Lacey Harper

Digitally signed by Lacey Harper
Date: 2021.08.04 10:06:54
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Signature of legal authority

Title Agency

Date
F21-32101-026

CSBG FFY21 Grant Number

#3 CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Lacey Harper Digitally signed by Lacey Harper
Date: 2021.08.04 10:07:30 -07'00'

Signature of Legal Authority

Title Agency

Date

F21-32101-026

CSBG FFY21 Grant Number

#4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**I. Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions (*Instructions for Certification*)**

1. By signing and submitting this certification, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation if requested shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this certification is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this certification is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

II. Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to the Department...

III. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions (*Instructions for Certification*)

1. By signing and submitting this certification, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this grant was provided if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this certification is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Lacey Harper

Digitally signed by Lacey Harper
Date: 2021.08.04 10:08:56 -07'00'

Signature of Legal Authority

Title Agency

Date
F21-32101-026

CSBG FFY21 Grant Number