



Grant Agreement with

Snohomish County

through

Energy Programs in Communities

Matchmakers Program

Energy Division

For

Program administration and delivery of weatherization and repair services to assist low-income households.

Start date: July 1, 2021

THIS PAGE INTENTIONALLY LEFT BLANK

TABLE OF CONTENTS

Special Terms and Conditions

Face Sheet	ST&C 1
1. Grant Management	ST&C 2
2. Administrative Costs Allocation	ST&C 2
3. Billing Procedures and Payment	ST&C 2
Invoices and End of Fiscal Year	ST&C 2
Budget Revisions	ST&C 3
Disallowed Costs	ST&C 3
Proportional Return of Unexpended Funds	ST&C 3
Spending Limits	ST&C 3
4. Compensation	ST&C 3
5. Contractor and Subcontractor Data Collection	ST&C 3
6. Historical or Cultural Artifacts	ST&C 3
7. Insurance	GT&C 4
8. Match Requirements	ST&C 5
9. Reduction in Funding	ST&C 6
10. Reporting and Invoicing Requirements	ST&C 6
11. Weatherization Work	ST&C 6
Completion of Weatherization Work	ST&C 6
Contractor/Subcontractor Monitoring Requirements	ST&C 6
Documents on File	ST&C 7
Performance Expectations	ST&C 7
Prevailing Wage	ST&C 7
Records Maintenance - in addition to GT&C	ST&C 7
Treatment of Assets - in addition to GT&C	ST&C 8
Written Policies, Procedures, and Guidelines	ST&C 8
12. Order of Precedence	ST&C 8

General Terms and Conditions

1. Definitions	GT&C 1
2. All Writings Contained Herein	GT&C 1
3. Allowable Costs	GT&C 1
4. Amendments	GT&C 1
5. Americans with Disabilities Act (ADA)	GT&C 2
6. Approval	GT&C 2
7. Assignment	GT&C 2
8. Attorney's Fees	GT&C 2
9. Code Requirements	GT&C 2
10. Confidentiality/Safeguarding of Information	GT&C 2
11. Conformance	GT&C 3
12. Conflict of Interest	GT&C 3
13. Copyright	GT&C 3
14. Disputes	GT&C 4
15. Duplicate Payment	GT&C 4
16. Governing Law and Venue	GT&C 4
17. Indemnification	GT&C 5
18. Independent Capacity of the Grantee	GT&C 5
19. Industrial Insurance Coverage	GT&C 5
20. Laws	GT&C 5
21. Licensing, Accreditation, and Registration	GT&C 5
22. Limitation of Authority	GT&C 5
23. Local Public Transportation Coordination	GT&C 6

24.	Noncompliance with Nondiscrimination Laws	GT&C 6
25.	Pay Equity	GT&C 6
26.	Political Activities	GT&C 6
27.	Prevailing Wage Law.....	GT&C 7
28.	Prohibition Against Payment of Bonus or Commission.....	GT&C 7
29.	Publicity	GT&C 7
30.	Recapture	GT&C 7
31.	Records Maintenance	GT&C 7
32.	Registration With Department of Revenue.....	GT&C 7
33.	Right of Inspection.....	GT&C 8
34.	Savings.....	GT&C 8
35.	Severability	GT&C 8
36.	Subcontracting/Contracting	GT&C 8
37.	Survival.....	GT&C 8
38.	Taxes.....	GT&C 8
39.	Termination for Cause	GT&C 9
40.	Termination for Convenience	GT&C 9
41.	Termination Procedures	GT&C 9
42.	Treatment of Assets	GT&C 10
43.	Waiver	GT&C 10

Attachment A - Scope of Work

Attachment B – Budget

Weatherization Manual, incorporated by reference

Weatherization Field Guide, incorporated by reference

Standard Work Specifications, incorporated by reference

FACE SHEET

Grant Number: S21-92401-422

**Washington State Department of Commerce
Energy Division
Energy Programs in Communities
Matchmakers Program (MM)**

1. Grantee Snohomish County Human Services 3000 Rockefeller Avenue, M/S 305 Everett, WA 98201		2. Grantee Doing Business As (Optional) Snohomish County	
3. Grantee Representative Tom Teigen DCNR Director Phone: (425) 388-3221 Email: tom.teigen@snoco.org		4. COMMERCE Representative Laura Viik Wx Plus Health Program Manager Phone: (360) 338-8467 Email: laura.viik@commerce.wa.gov	
5. Grant Amount \$ 332,230.00	6. Funding Source State	7. Start Date 07/01/2021	8. End Date 06/30/2023
9. Federal Agency N/A		CFDA Number N/A	
10. Tax ID # XXXXXXXXXXXXXXX	11. SWV # SWV0002794-00	12. UBI # 313-014-461	13. DUNS # 079247979
14. Grant Purpose The outcome of this program is to improve the energy efficiency and health & safety of dwellings owned or occupied by eligible low-income persons/participants. Grant will provide funds for administration and delivery of weatherization services, repair services, and to perform Plus Health activities approved by COMMERCE. Grantee signature confirms commitment to expend all funds no later than Grant End Date. If uncertain of the ability to expend all funds the Grantee Representative must contact the COMMERCE Representative by email no later than three months prior to Grant End Date.			
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 documents attached or incorporated by reference: Terms and Conditions, Attachment A - Scope of Work, Attachment B - Budget, Weatherization Manual, Weatherization Field Guide, and Standard Work Specifications.			
FOR GRANTEE DocuSigned by:  E2F2C17007ED4B5... Authorized Signature Tom Teigen PRINT Name Director, DCNR PRINT Title 7/21/2021 7:27 AM PDT Date		FOR COMMERCE DocuSigned by:  10B18292853448A... Michael Furze, Assistant Director Energy Division 7/26/2021 3:42 PM PDT Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

THIS PAGE INTENTIONALLY LEFT BLANK

**SPECIAL TERMS AND CONDITIONS
MATCHMAKERS PROGRAM
STATE FUNDS**

1. 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.

2. ADMINISTRATIVE COSTS ALLOCATION

Allowable administrative costs actually incurred in operating activities funded under this Grant may be charged to this Grant.

Administrative services shared by other programs shall be assigned to this Grant based on an allocation plan that reflects allowable administrative costs that support services provided under each Grant administered by COMMERCE. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE. Invoices shall be submitted at least quarterly, but not more often than monthly via the Contract Management System (CMS) Online A19 Portal to COMMERCE. Grantees submitting quarterly invoices must submit to COMMERCE no later than: October 15, 2021; January 15, 2022; April 15, 2022; July 15, 2022; October 15, 2022; January 15, 2023; April 15, 2023; and July 15, 2023.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number S21-92401-422. Grantee shall be reimbursed based on the amount of actual expenditures. If there was no production or fiscal activity at the time of invoicing, the Grantee must still submit an invoice showing a zero balance.

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.

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.

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

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and COMMERCE will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

**SPECIAL TERMS AND CONDITIONS
MATCHMAKERS PROGRAM
STATE FUNDS**

Budget Revisions

The approved budget is included on the Grant Face Sheet and Attachment B - Budget.

The Grantee may transfer up to and including a cumulative total less than or equal to five percent (5%) of the sum of all Program Operations categories among approved Budget line items. Budget revisions in excess of five percent (5%) must be submitted to COMMERCE in writing with a Weatherization Grant Budget Change Request Form (email acceptable) and approved by COMMERCE before local agencies submit expenditure reports reflecting the revisions. The Grantee must provide the previously approved budgets (most recent budget or previously approved Grant Budget Change Request Form) and the proposed changes to the appropriate COMMERCE Weatherization Program Manager. Refer to the Weatherization Manual for additional guidance.

Disallowed Costs

Grantee is responsible for any audit exceptions or disallowed incurred by its own organization or that of its Contractors/Subcontractors.

Proportional Return of Unexpended Funds

A Grantee who returns unexpended funds to COMMERCE at the end of the Grant period shall return administrative and program operation funds in proportion to the Grant award unless Grant spending limits are more restrictive. In the case of more restrictive spending limits, the spending limits shall apply.

Spending Limits

COMMERCE may establish spending limits on the total Grant award or on one or more budget categories within the Grant award.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed \$332,230.00 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 as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on Attachment B - Budget.

5. CONTRACTOR AND SUBCONTRACTOR 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 Contractors/Subcontractors and the portion of Grant funds expended for work performed by Contractors/Subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business Contractors/Subcontractors. "Contractors/Subcontractors" shall mean contractors of any tier.

6. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Grant, the Grantee shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. The Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Grant.

In addition to the requirements set forth in this Grant, the Grantee shall, in accordance with Governor's Executive Order 21-02 coordinate with COMMERCE and the Washington State Department of

**SPECIAL TERMS AND CONDITIONS
MATCHMAKERS PROGRAM
STATE FUNDS**

Archaeology and Historic Preservation (“DAHP”), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. The Grantee agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant.

The Grantee agrees that, unless the Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the Grantee shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Grantee shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Grant, the Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Grantee finds it necessary to amend the Scope of Work the Grantee may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

Refer to the Weatherization Manual for additional guidance.

7. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington 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 Contractor/Subcontractor, 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 start date, a certificate of insurance that outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates to COMMERCE not less than thirty (30) calendar days prior to expiration of each policy required under this section.

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.

**SPECIAL TERMS AND CONDITIONS
MATCHMAKERS PROGRAM
STATE FUNDS**

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. Pollution Occurrence Insurance (POI) is strongly recommended as a part of, or an addendum to, general liability insurance. Additionally, the Grantee is responsible for ensuring that any Contractor/Subcontractor provide adequate insurance coverage for the activities arising out of 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 Contractor/Subcontractor, 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:

- I. 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.
- II. Contractors/Subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Contractors/Subcontractors pursuant to this paragraph shall name the Grantee as beneficiary.

8. MATCH REQUIREMENTS

The Matchmakers program is designed to leverage new resources for low-income weatherization and repair. Matchmakers program funds expended should be matched with an equal amount of approved in-kind services (weatherization or repairs) or cash match (cash deposited in COMMERCE Weatherization Assistance Account). Match shall be provided during the applicable Matchmakers program years.

Excluded as Match: The following funds are not considered as new resources leveraged by the Matchmakers program. Weatherization-related services provided with these funds do not qualify as match for program funds used for weatherization or energy conservation:

- U.S. Department of Energy (DOE) Weatherization Assistance Program funds
- U.S. Health and Human Services (HHS) LIHEAP Energy Assistance-Weatherization funds
- Commerce Bonneville Power Administration (BPA) Low-Income Weatherization funds

**SPECIAL TERMS AND CONDITIONS
MATCHMAKERS PROGRAM
STATE FUNDS**

9. REDUCTION IN FUNDING

If funding from the state, federal government, or other source is withdrawn, reduced, reallocated, or limited, after the effective date of this Grant and prior to normal completion, COMMERCE may immediately and unilaterally terminate the Grant, withdraw funding, or renegotiate the Grant subject to those new funding limitations and conditions. COMMERCE shall promptly notify the Grantee of such termination, withdrawal of funds, or intent to renegotiate the Grant. If the source of funding for this Grant is eliminated on a temporary or permanent basis, COMMERCE will not be responsible for reimbursing the Grantee for any work performed after the receipt of the notification.

Failure of the Grantee to meet performance standards, production projections, or comply with federal or state of Washington requirements may result in reduction of funds.

10. REPORTING AND INVOICING REQUIREMENTS

The Grantee shall submit the required documents by the dates due using required forms according to procedures issued by COMMERCE. These required documents shall include, but are not limited to:

<u>Documents</u>	<u>Due Date</u>
1. Minimum Quarterly (no more than monthly) Request for Reimbursement submitted in Contract Management System (CMS)	15 th of the month of the invoice period following expenditures (see #3 of ST&C for quarterly dates)
2. Current weatherization information entered in the database	15 th of the month following completion
3. Quarterly In-Kind Match Accomplishment	15 th of the month following quarter end
4. HRRP Program Income Report for loans repaid by April 30, 2022	May 15, 2022
5. Grant Closeout Report	45 days after close of Grant period

11. WEATHERIZATION WORK

COMPLETION OF WEATHERIZATION WORK

Weatherization services performed on dwelling units with funds awarded under this Grant shall be completed, inspected, and approved to the standards specified in the Weatherization Manual and applicable Field Guide by the Grant End Date. Units must receive comprehensive inspection to ensure quality work meets required specifications.

CONTRACTOR/SUBCONTRACTOR MONITORING REQUIREMENTS

The Grantee is required to have written monitoring procedures for all weatherized projects and monitor Contractor/Subcontractor work performance to include:

- A. Business eligibility (not on federal debarment list)
- B. Ensure Contractors/Subcontractors are insured, licensed, bonded, and can provide proof of training and certifications
- C. Scope of work development
- D. Prior approval of work change orders
- E. Authorization to work
- F. Compliance with state prevailing wage law

**SPECIAL TERMS AND CONDITIONS
MATCHMAKERS PROGRAM
STATE FUNDS**

- G. Payment approval
- H. Inspections
- I. Monitoring procedures for any lower-tier entity

Contractors/Subcontractors shall mean contractors of any tier

DOCUMENTS ON FILE

Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the local program and available for review. Such documents shall include, but not be limited to:

- Articles of Incorporation/Tribal Charter
- By-laws
- IRS Nonprofit Status Certification
- Latest Agency Audit
- Insurance and Bonding Policies Required by the Grant
- Documents required by the Weatherization Manual

PERFORMANCE EXPECTATIONS

The Grantee shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards and any other standard or criteria established by COMMERCE to assure quality of services necessary for the performance of the Grant and additional requirements contained in all documents incorporated by reference of the Grant. The Grantee shall include these requirements in all approved contracts.

PREVAILING WAGE

Regardless of funding source the work performed by this Grant is subject to Washington State Prevailing Wage Law, Chapter 39.12 RCW. Application of the Prevailing Wage Law depends on the nature of the work that is performed regardless of the worker's job title. The Grantee is advised to consult with the Washington State Department of Labor and Industries Prevailing Wage Office to determine the prevailing wages that must be paid, if applicable.

Prevailing wages must be paid to employees, contractors, and subcontractors and include a listing of the prevailing wage rates that apply. Grantees and contractors are responsible for determining the correct worker classification(s) in order to ensure correct wages are paid.

Each and every individual Grantee and contractor on a public works project must individually file a Statement of Intent to Pay Prevailing Wages (Intent) form, and an Affidavit of Wages Paid (Affidavit) form for each contract to perform work. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE review upon request.

The Grantee shall maintain records sufficient to show compliance with RCW 39.12 and shall make such records available to COMMERCE upon request.

RECORDS MAINTENANCE – in addition to the General Terms and Condition, Records Maintenance

The Grantee shall maintain copies of all reimbursement requests by contractors for eligible dwelling units with funds provided under this Grant.

**SPECIAL TERMS AND CONDITIONS
MATCHMAKERS PROGRAM
STATE FUNDS**

The Grantee shall maintain building cost and unit cost calculation records in a manner that complies with the Weatherization Manual.

Where multiple funding sources are used, separate costs by funding source shall be either:

- A. Identified for program operation, health and safety, weatherization-related repair, total costs, and average costs per unit.
- B. Distributed based on a documented cost allocation plan.

The share of costs borne by each party or grant shall be recorded. All revenues and reimbursements received by the Grantee shall be recorded by source and amount.

TREATMENT OF ASSETS – in addition to the General Terms and Conditions, Treatment of Assets

Refer to the Weatherization Manual for guidance.

WRITTEN POLICIES, PROCEDURES, AND GUIDELINES

Written policies, procedures, and guidelines consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Grantee and available for review. Such policies, procedures, and guidelines shall include, but not be limited to:

- A. Personnel
- B. Job Descriptions
- C. Organizational Chart
- D. Travel
- E. Fiscal Management
- F. Affirmative Action Policy and Plan, including:
 - Location of facilities and accessibility to target populations
 - Provision for bilingual employees or volunteers, as appropriate

12. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Policy Memoranda, incorporated by reference
- Weatherization Manual, incorporated by reference
- Weatherization Field Guide, incorporated by reference
- Standard Work Specifications, incorporated by reference

**GENERAL TERMS AND CONDITIONS
MATCHMAKERS PROGRAM
STATE FUNDS**

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" shall mean 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 Grant 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. "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.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of services under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractors(s) in any tier.
- H. "Subrecipient" 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.
- I. "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. 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.

3. ALLOWABLE COSTS

Costs allowable under this Grant are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Award or Amendment Face Sheet.

4. 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.

**GENERAL TERMS AND CONDITIONS
MATCHMAKERS PROGRAM
STATE FUNDS**

5. 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.

6. APPROVAL

This Grant shall be subject to written approval of COMMERCE’s Authorized Representative and shall not be binding until so approved. The Grant may be altered, amended, or waived only by a written amendment executed by both Parties.

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. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

10. 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

**GENERAL TERMS AND CONDITIONS
MATCHMAKERS PROGRAM
STATE FUNDS**

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.

11. CONFORMANCE

If any provision of this Grant violated any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

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 Grant 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 Grantee in the procurement of, or performance under this Grant.

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 contractor(s) must identify any person employed in any capacity by the state of Washington that worked on this program, 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 Grant 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

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,

**GENERAL TERMS AND CONDITIONS
MATCHMAKERS PROGRAM
STATE FUNDS**

irrevocable license (with rights to sublicense 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 Grant 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.

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, Subgrant/Subcontract, 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.

**GENERAL TERMS AND CONDITIONS
MATCHMAKERS PROGRAM
STATE FUNDS**

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, for, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, 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 Grantee or its employees.

The Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Grantee's or any 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 GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee 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 Grantee 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 Grantee.

19. 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 Grant, 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.

20. 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.

21. 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 Grant.

22. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation 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 Grant.

**GENERAL TERMS AND CONDITIONS
MATCHMAKERS PROGRAM
STATE FUNDS**

23. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, the Grantee shall participate in local public transportation forums and implement strategies designed to ensure access to services.

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.

The funds provided under this Grant may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

25. PAY EQUITY

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

- A.** 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;
- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i)** 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.
 - (ii)** 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.
 - (iii)** 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 Grantee is not in compliance with this provision.

26. POLITICAL ACTIVITIES

Political activity of Grantee 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.

**GENERAL TERMS AND CONDITIONS
MATCHMAKERS PROGRAM
STATE FUNDS**

27. PREVAILING WAGE LAW

The Grantee certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this Grant, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

28. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

29. 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.

30. 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.

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.

31. 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.

Grantee shall retain such records for a period of six 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.

32. REGISTRATION WITH DEPARTMENT OF REVENUE

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

**GENERAL TERMS AND CONDITIONS
MATCHMAKERS PROGRAM
STATE FUNDS**

33. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

34. 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 business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

35. 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.

36. SUBCONTRACTING/CONTRACTING

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

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

Every contract shall bind the contractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the contractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the contractor to assure fiscal conditions of this Grant. In no event shall the existence of a contract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

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

**GENERAL TERMS AND CONDITIONS
MATCHMAKERS PROGRAM
STATE FUNDS**

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.

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 Grant.

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

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;

**GENERAL TERMS AND CONDITIONS
MATCHMAKERS PROGRAM
STATE FUNDS**

- B.** Place no further orders or subcontracts 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;
- C.** 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 subcontracts 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 subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, 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;
- E.** 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;
- F.** Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G.** 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.

- A.** 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.
- B.** 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.
- C.** 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.
- D.** The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination, or cancellation of this Grant.

All reference to the Grantee under this clause shall also include Grantee's employees, agents, or Contractor(s)/subcontractor(s).

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.

THIS PAGE INTENTIONALLY LEFT BLANK

SCOPE OF WORK

The Grantee shall provide program administration and delivery of low-income weatherization services, which may include but is not limited to performance of the following duties:

1. Program – Overview

Perform all tasks and duties per the terms and conditions of this Grant.

2. Program Administration – Financial Management

- a. Maintain accounting records of expenses including, but not limited to: building rent, maintenance, utilities; office equipment and furniture rental and purchase; administrative staff costs.
- b. If the Grantee does not expend all Matchmakers funds by the end of the Grant period COMMERCE may retain the unexpended funds. An allocation or spending limit reduction of \$50,000 or ten percent (10%) of the grant total, whichever is greater, may be instituted in the next Matchmakers Grant.

3. Program Operations – Weatherization Services, and Training and Technical Assistance

- a. Perform energy efficiency testing on dwelling units of income eligible households; provide health and safety measures, weatherization-related repairs, and weatherization plus health measures (as appropriate) identified during testing; and provide weatherization services identified during testing in accordance with the Weatherization Manual and/or the Weatherization Field Guide.
- b. Perform Plus Health activities per the Weatherization Manual.
- c. Maintain accurate and complete building cost and unit cost calculation records in accordance with the Weatherization Manual and Weatherization Field Guide.
- d. Maintain accurate and complete client files in accordance with the Weatherization Manual.
- e. Ensure staff and subcontractors' required technical trainings and certifications are current.
- f. Ensure appropriate staff representation at required meetings.

THIS PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT B**BUDGET**




Grantee signature on the Face Sheet confirms commitment to expend all funds no later than the Grant End Date. If uncertain of the ability to expend all funds the Grantee Representative must contact the COMMERCE Representative by email no later than three months prior to Grant End Date.

ADMINISTRATION		\$ 35,940.00
PROGRAM OPERATIONS	\$ 296,290.00	
• Weatherization Measures		\$ 33225
• Weatherization Plus Health Measures		\$ 20540
• Health and Safety Measures		\$ 66445
• Weatherization-Related Related Repair Measures		\$ 43190
• Program Support		\$ 132890
• Other Program Operations		\$ 0
TOTAL BUDGET		\$ 332,230.00

ENERGY DIVISION CONTRACT REVIEW AND ROUTING FORM

Energy Programs in Communities

FOR COMMERCE USE ONLY

REVIEWED BY:	I VERIFY THAT:
<p>PROGRAM MANAGER</p>  <p>7/21/2021 10:01 AM</p>	<p>No unauthorized changes made to contract/amendment. Attachment B - Budget reviewed and approved. Obligation Summary and Allocation Spreadsheet emailed to appropriate staff. Obligation Summary discussed/reviewed with appropriate staff.</p>
<p>BUDGET STAFF</p>  <p>7/21/2021 1:54 PM</p>	<p>Reviewed Allotment Authority and Coding. Appropriate Obligation/Allocation award paperwork in place. Appropriate award paperwork in place, if applicable. Reviewed contract/amendment entry in CMS.</p>
<p>MANAGING DIRECTOR</p>  <p>7/21/2021 2:21 PM PDT</p>	<p>Final review before signature.</p>
<p>ASSISTANT DIRECTOR CC: Sharica Jenkins-Hill</p> <p>Michael Furze</p>	<p>Contract/Amendment signed by Assistant Director. Or Approved for Signature by Deputy Director.</p>

Certificate Of Completion

Envelope Id: 99B6C3E803314C8BAE5AADD87F9C1852	Status: Completed
Subject: Please DocuSign: FORM-Routing.docx, Grant_S21-92401-422.pdf	
Division: Energy	
Program: MatchMakers	
ContractNumber: S21-92401-422	
Source Envelope:	
Document Pages: 28	Signatures: 2
Certificate Pages: 6	Initials: 3
AutoNav: Enabled	Envelope Originator: Maria Shattuck 1011 Plum Street SE MS 42525 Olympia, WA 98504-2525 maria.shattuck@commerce.wa.gov IP Address: 147.55.134.40
Envelopeld Stamping: Enabled	
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	

Record Tracking

Status: Original 7/6/2021 3:51:53 PM	Holder: Maria Shattuck maria.shattuck@commerce.wa.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington State Department of Commerce	Location: DocuSign


Signer Events

Signer Events	Signature	Timestamp
Matthew Bell Matthew.bell@snoco.org Security Level: Email, Account Authentication (None)	Completed Using IP Address: 207.183.1.30	Sent: 7/13/2021 10:40:22 AM Viewed: 7/15/2021 11:33:06 AM Signed: 7/15/2021 1:19:12 PM

Electronic Record and Signature Disclosure:
Accepted: 7/15/2021 11:33:06 AM
ID: 966bcac8-b71c-4108-8e64-378043457e72

Tom Teigen Tom.teigen@snoco.org Director, DCNR Security Level: Email, Account Authentication (None)	 DocuSigned by: Tom Teigen E2F2C17007ED4B5... Signature Adoption: Pre-selected Style Using IP Address: 207.183.1.30	Sent: 7/15/2021 1:19:16 PM Viewed: 7/21/2021 7:23:11 AM Signed: 7/21/2021 7:27:46 AM
--	---	--

Electronic Record and Signature Disclosure:
Accepted: 7/21/2021 7:23:11 AM
ID: c1f1bab9-048b-4f3c-9b81-546a050af21d

Laura Viik laura.viik@commerce.wa.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.239.10.236	Sent: 7/21/2021 7:27:49 AM Viewed: 7/21/2021 9:42:44 AM Signed: 7/21/2021 10:01:40 AM
--	---	---

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
---------------	-----------	-----------

Marla Page
marla.page@commerce.wa.gov
Signing Group: COM Energy Budget Office
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 147.55.149.137

Sent: 7/21/2021 10:01:43 AM
Viewed: 7/21/2021 1:40:42 PM
Signed: 7/21/2021 1:54:53 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Amanda Rains
amanda.rains@commerce.wa.gov
Washington State Department of Commerce
Security Level: Email, Account Authentication (None)

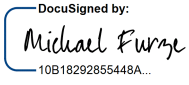


Signature Adoption: Pre-selected Style
Using IP Address: 147.55.134.51

Sent: 7/21/2021 1:54:57 PM
Viewed: 7/21/2021 2:19:48 PM
Signed: 7/21/2021 2:21:55 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michael Furze
michael.furze@commerce.wa.gov
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 198.239.157.138

Sent: 7/23/2021 12:53:58 PM
Viewed: 7/26/2021 3:42:29 PM
Signed: 7/26/2021 3:42:37 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Matthew Bell
Matthew.bell@snoco.org
Security Level: Email, Account Authentication (None)



Using IP Address: 207.183.1.30

Sent: 7/6/2021 3:58:49 PM
Viewed: 7/12/2021 8:57:41 AM

Electronic Record and Signature Disclosure:
Accepted: 7/12/2021 8:57:41 AM
ID: 3a9652fb-d67d-400c-a980-d3833feb2d3b

Lisa Dulude
Lisa.dulude@snoco.org
Security Level: Email, Account Authentication (None)



Using IP Address: 207.183.1.30

Sent: 7/12/2021 8:57:41 AM
Viewed: 7/13/2021 10:40:22 AM

Electronic Record and Signature Disclosure:
Accepted: 7/13/2021 10:40:22 AM
ID: ba082e1b-c021-4044-81bc-43cc9166cb11

Certified Delivery Events	Status	Timestamp
Sharica Jenkins-Hill sharica.jenkins-hill@commerce.wa.gov Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">VIEWED</div>	Sent: 7/21/2021 2:21:59 PM Viewed: 7/23/2021 12:53:58 PM
	Using IP Address: 198.239.10.138	

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/6/2021 3:58:49 PM
Certified Delivered	Security Checked	7/26/2021 3:42:29 PM
Signing Complete	Security Checked	7/26/2021 3:42:37 PM
Completed	Security Checked	7/26/2021 3:42:37 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.