



**Grant Agreement with**

**Snohomish County Human Services**

**through**

Washington State  
Community Services Block Grant (CSBG)

**Grant Number:  
S24-32B902-226**

**For**

For the purpose of Community Action Agencies to prioritize racial equity and undoing inequity from historic under investment in Black, Indigenous, and People of Color and rural communities

**Dated:** Saturday, July 1, 2023

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## Face Sheet

Grant Number: S24-32B902-226

**Community Services Division, Community Economic Opportunity Unit  
Community Services Block Grant (CSBG)**

<b>1. Grantee</b> Snohomish County Human Services Department 3000 Rockefeller Avenue, M/S 305 Everett, WA 98201-4046		<b>2. Grantee Doing Business As (as applicable)</b>  	
<b>3. Grantee Representative</b> Mary Jane Brell Vujovic Director 425-388-7116 Maryjane.brell@snoco.org		<b>4. COMMERCE Representative</b> Jessica Brown Grant Manager 360-725-2852 Jessica.Brown@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
<b>5. Grant Amount</b> \$49,584	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> July 1, 2023	<b>8. End Date</b> June 30, 2025
<b>9. Federal Funds (as applicable)</b>		<b>Federal Agency:</b> <u>ALN</u>	
<b>10. Tax ID #</b> 91-6001368	<b>11. SWV #</b> SWV0002794	<b>12. UBI #</b> 313-014-461	<b>13. UEI #</b> LG8NG8JNJD83
<b>14. Grant Purpose</b> This grant provides funds to designated Washington State Community Action Agencies to prioritize racial equity and undoing inequity from historic under investment in Black, Indigenous, and People of Color and rural communities. *Spending Limit: Grantee is authorized to spend: \$24,792 in SFY24 (July 1, 2023- June 30, 2024) and \$24,792 in SFY25 (July 1, 2024- June 30, 2025) GRANTEE may not exceed the amount of the authorized spending limit in each state fiscal year. Unspent funds cannot be carried forward into the next state fiscal year.  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 and Attachment "B" – Required Reporting and Schedule. In addition, the SFY24 CSBG Budget and Washington State CSBG Policies and Procedures, as amended from time to time, are incorporated by referenced but are not attached to this grant.			
<b>FOR GRANTEE</b> <div style="text-align: right;">           Digitally signed by Klein, Ken            Date: 2024.02.20 12:08:20 -08'00'         </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <b>Klein, Ken</b>  <hr/>           Mary Jane Brell Vujovic, Director         </div> <div style="width: 45%;">           Ken Klein  <hr/>           Executive Director         </div> </div> <div style="margin-top: 20px;">           Signature _____              Date _____         </div>		<b>FOR COMMERCE</b> <div style="text-align: right;">           DocuSigned by:              Cindy Guertin-Anderson, Assistant Director         </div> <div style="margin-top: 10px;">           2/26/2024   5:05 PM PST  <hr/>           Date _____         </div> <div style="margin-top: 20px; text-align: center;"> <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b> </div>	

## **Special Terms and Conditions**

### **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 contact 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. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$49,584 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

#### **EXPENSES**

Grantee shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$49,584, which amount is included in the Grant total above. GRANTEE's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

- A. In order to receive payment under the grant, the GRANTEE must submit timely reports as required by COMMERCE and identified in Attachment B – Reporting Requirements.
- B. Payment may be withheld by COMMERCE if the GRANTEE fails to submit to COMMERCE required, accepted, and approved reports by the due date listed in Attachment B – Reporting Requirements. COMMERCE may, at its sole discretion, allow the GRANTEE additional time to submit reports. Extension requests must be submitted to COMMERCE and any extension must be approved by COMMERCE via e-mail. Should the GRANTEE be given additional time for submission of reports, failure to comply with the approved terms could result in withholding of payment. Failure to comply with any term of this Grant may result in payment withholding as per RCW 39.26.180
- C. Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates.

### **3. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Grants Management System not more often than monthly nor less than quarterly.

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 S24-32B902-226. The invoice shall document the expenditure domains and budget line items as documented by the GRANTEE's approved budget as incorporated by reference. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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 Agreement 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.

#### Duplication of Billed Costs

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 subgrantees.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

### **4. SUBGRANTEE 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 subgrantees and the portion of Grant funds expended for work performed by subgrantees, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees. "Subgrantees" shall mean subgrantees of any tier.

### **5. BUDGET**

The approved budget is incorporated by reference as the SFY24 CSBG State Supplemental Grant Budget. The approved Spending Limit Budget is indicated in Section 14 of the Grant Face Sheet. The GRANTEE is required to submit one budget for SFY24 before the grant will be fully executed.

#### 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 in any state fiscal year.
- 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 be describe planned changes in service delivery. The changes must also align with the GRANTEE's established service delivery targets set within the National Performance Indicators and the most recent Community Needs Assessment. Once approval has been authorized by COMMERCECSBG staff, the GRANTEE may submit invoice expenditures based upon the authorized/approved budget revisions.

- C. COMMERCE may recapture and redistribute funds distributed to the GRANTEE that are unobligated within three (3) months of the end of each state fiscal year.

## 6. **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 SFY24 State Supplemental Proviso. 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.

## 7. **PROHIBITION OF FUNDS**

Unless the GRANTEE has received a written waiver from COMMERCE, no CSBG funds shall be used for the purchase or improvement of land or real property other than low-cost residential weatherization or other energy-related home repair.

The GRANTEE shall not sue CSBG 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 transpiration to the polls or similar assistance in connection with any such election; or any voter registration activity.

Direct State funded grants, sub-awards, or contracts awarded under CSBG shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs (See Federal 45 CFR, Part 87).

## 8. **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 Subgrantee, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination 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 provide 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 a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, 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, 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.

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 Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

**Automobile Liability.** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, 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 Grant 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.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee as beneficiary.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEES participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington shall be named as the insured. Do not list



COMMERCE agents, officers, and/or employees as additional insureds under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

## **9. FRAUD AND OTHER LOSS REPORTING**

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

## **10. TECHNICAL ASSISTANCE AND TRAINING EVENTS/CONFERENCES/WEBINARS**

As necessary to perform mandatory reporting and implement current CSBG operational functions, GRANTEES (both non-profit and public agencies) are required to have at least one agency representative attend any offered training and technical assistance events/webinars/conferences offered by the state and/or Washington State Community Action Partnership. COMMERCE recommends sending CSBG program managers or equivalent, case managers/client intake staff, fiscal staff, and any other pertinent employees working in CSBG funded services/activities.

## **11. 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 Federal 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 shall be appointed 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 Federal 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**

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.

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 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.

## **12. 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.

## **13. 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 receiving services under this grant.

If the GRANTEE does not provide direct customer services with CSBG funds provided under this grant, the GRANTEE is responsible to ensure its sub-grantee/contractors adhere to the same eligibility requirements.

Individualized determinations of income may not be required in certain cases where:

Services are provided to group, rather than to individuals and circumstances indicate that members of group are likely to be income eligible. For example:

- Participation in community events to promote agency programs and services that prioritize racial equity and undoing inequity from historic under investment in Black, Indigenous, and People of Color and rural communities.
- Hosting/participating in Poverty Simulation event to educate community members on the challenges of low-income individuals and families and how to improve community engaged/coordinated services to help eliminate barriers for self-sufficiency.

Situations when it is impossible or impracticable to determine individual client eligibility. For example:

- Part of outreach to community members, such as an open house event held at CAA
- Initial intake and information referral process
- Food Bank clients
- Emergency Disaster relief efforts

#### **14. SAME-SEX 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, 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, GRANTEE's 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. TREATMENT OF ASSETS**

The GRANTEE shall name COMMERCE as lien holder on certificates of title for motor vehicles if CSBG funds are used to support 50 percent or more of the purchase price.

#### **17. PROFESSIONAL STANDARDS FOR AUDITORS**

The GRANTEE shall require that firms performing financial audits have a process for recruitment; hiring, continuous development, and evaluation of staff that perform the audits and that the persons performing an audit of funds under this Grant have received training on 2 CFR 200 within the last three years.

## **18. CORRECTIVE ACTION, TERMINATION, AND REDUCTION OF FUNDING**

If COMMERCE determines that the GRANTEE fails to comply with the terms of this agreement, or the State Plan, to provide services under this subtitle or to meet appropriate standards, goals, and other requirements established by COMMERCE (including performance objectives), COMMERCE shall:

- A. Inform the GRANTEE of the deficiency to be corrected
- B. Require the GRANTEE to correct the deficiency
- C. Offer training and technical assistance, if appropriate, to help correct the deficiency

COMMERCE may allow the GRANTEE to develop and implement, within 30 days after being informed of the deficiency, a Quality Improvement Plan (QIP) to correct such deficiency within a reasonable period of time, as determined by COMMERCE; and not later than 30 days after receiving a proposed Quality Improvement Plan, COMMERCE will either approve such proposed plan or specify the reasons why the proposed plan cannot be approved.

Unless the GRANTEE corrects the deficiency, COMMERCE will provide adequate notice and an opportunity for a hearing, initiate proceedings to terminate the designation of the GRANTEE or reduce the funding under this subtitle of the GRANTEE. The hearing will be an informal hearing that is not subject to the requirements of RCW 34.05. The GRANTEE and COMMERCE will have the opportunity to present evidence and argument at the informal hearing. A designee of COMMERCE's director, who was not involved in the decision to terminate or reduce funding, will hear the evidence and will issue a written decision that contains reasons for the decision.

## **19. 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. Washington State Non-Profit Corporation Act, [RCW Chapter 24.03](#)

## **20. 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 – SFY24 State Supplemental CSBG Reporting Requirements

## **General Terms and Conditions**

### **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 Washington Department of Commerce.
- C. "Grant" or "Agreement" or "Contract" 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 Grant shall be the same as delivery of an original.
- D. "Grantee" or "Contractor" 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, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 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 those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractor" mean subgrantee/subcontractor(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. 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.

**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 attorneys' fees and costs.

**9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

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

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

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.



## **10. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, 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 Granting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subgrantee(s) must identify any person employed in any capacity by the state of Washington that worked with the COMMERCE program executing this Grant, including but not limited to formulating or drafting the legislation, participating in procurement planning and execution, awarding Grants, and monitoring Grant, 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.

## **11. 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, 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.

## **12. 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.

### **13. 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 or agreement, for the same services or expenses.

### **14. 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.

### **15. 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 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 subgrantee or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subgrantees, agents, or employees.

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.

### **16. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent Grantee 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.

## **17. 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.

## **18. 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.

## **19. 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.

## **20. 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 Grant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Authorized Representative.

## **21. 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.

## **22. 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.

## **23. 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.

## **24. 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.

## **25. 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.

## **26. 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 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.

## **27. REGISTRATION WITH DEPARTMENT OF REVENUE**

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

## **28. 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.

## **29. 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 suspend or 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.

## **30. 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.

## **31. SITE SECURITY**

While on COMMERCE premises, Grantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

## **32. SUBGRANTING/SUBCONTRACTING**

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

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

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

Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee/Subcontractor's performance of the subgrant/subcontract.

## **33. 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.

## **34. 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.

## **35. 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.

### **36. 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.

### **37. 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;
- B. Place no further orders or subgrants/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 subgrants/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 subgrants/subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants/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.

### **38. 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.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

### **39. 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.

## **Attachment A: Scope of Work**

The GRANTEE shall provide specific services in accordance with the GRANTEE's SFY24 State CSBG Supplemental Work 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 local services to prioritize racial equity and undoing inequity from historic under investment in Black, Indigenous, and People of Color (BIPOC) and rural communities.

Activities will be supported through planning and coordinating service provision; by using innovative and community-based approaches; through broadening of the resource base. These activities include but are not limited to:

- Creating effective processes and opportunities for communities of color and rural residents to fully participate in agency activities, including board governance.
- Identifying the impacts of institutionalized racism and cultural complexity within agency services and programs.
- Developing strategies to generate increased interest and involvement in the entire spectrum of community action agency processes and services.
- Developing stakeholder and data analysis tools that recognize and utilize communities' cultural assets and knowledge.
- Commit to developing and implementing outreach and public engagement processes inclusive of people of diverse races, cultures, gender identities, sexual orientations and socio-economic status.
- Utilizing processes of outreach and public engagement that takes into account rural populations and racial, cultural, and socio-economic complex communities.
- Increasing accessibility to agency programs and services by addressing issues/barriers such as language, location, transportation, food, and incentives that affect BIPOC and rural communities.
- Developing alternate methods for engagement by providing opportunities to develop of trusted relationships with BIPOC and rural community members.
- Maintaining an agency presence within BIPOC and rural communities served.



## **Attachment B: SFY24 State Supplemental CSBG Reporting Requirements**

<b>SFY24 Supplemental STATE CSBG Reporting Schedule</b>		
<b>SFY24 Supplemental State CSBG Work Plan</b>	<b>SFY24 State Supplemental CSBG Work Plan Reporting Period of 07/01/23 – 06/30/24</b> <u><a href="#">COMPLETED IN E-GOV SYSTEM</a></u>	<b>DUE DATE</b>
	1. Initial Report – establishing 12-month targets for agency-wide programs, services, initiatives, and targets specific to use of State Supplemental CSBG Funding Only.	November 30, 2023
	2. Final Report – provide agency-wide outcomes/results for SFY24 State Supplemental funds only.	August 15, 2024
<b>SFY24 State Supplemental CSBG Annual Report</b>	<b>SFY24 CSBG ANNUAL REPORT REPORTING PERIOD OF 07/01/23 – 06/30/24</b> <u><a href="#">COMPLETED IN E-GOV SYSTEM</a></u>	<b>DUE DATE</b>
	<p>Commerce is currently developing an annual report specific to only the SFY24 State Supplemental funding. This report is expected to be available on the CSBG On-line reporting system by November 2023.</p> <p>Report will include 12-month, agency-wide programs, services, initiatives, and targets specific to the use of SFY24 Supplemental State CSBG Funds. Regular State CSBG and/or Federal CSBG data will NOT be included in this report.</p>	August 31, 2024
<b>OTHER CSBG REPORTING</b>		<b>REQUESTED DATES</b>
<u><a href="#">Notice of Purchase of Equipment \$5,000 or more</a></u> Please contact <a href="mailto:CSBG@Commerce.WA.Gov">CSBG@Commerce.WA.Gov</a> for report form template.		30 days following purchase of equipment. Refer to WA State CSBG Policies and Procedures.