

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Pacific County Health and Human Services Department, hereinafter referred to as "County," and **Coastal Community Action**, hereinafter referred to as "Subgrantee", a nonprofit corporation with federal 501(c) (3) nonprofit status, hereinafter referred to as the "Subgrantee". County and the Subgrantee are together referenced as the "Parties".

For and in consideration of the mutual benefit derived, the Parties hereby agree to diligently fulfill the following respective duties and to perform the following respective services in accordance with all of the conditions, terms, requirements and regulations of the Contract.

Funding for these services is provided through the U.S. Department of Housing & Urban Development (HUD), and is administered by the Washington State Department of Commerce. The Contract funding period is from July 1, 2020 to June 30, 2022. The CFDA Number for this grant is 14.231.

All services provided under this contract must be in full compliance with **Attachment A- Washington State Department of Commerce ESG-CV Contract, Attachment B- Budget, Attachment C- Statement of Work, Attachment D- Title 24 CFR Part 576- Emergency Solutions Grants Program, Code of Federal Regulations, and Washington State Department of Commerce Rules and Guidance (incorporated by reference).**

**1. CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a Contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

<b>A. For the Subgrantee:</b>	<b>B. For the County:</b>
Greg Claycamp	Katie Lindstrom
Housing and Client Services Director, Coastal Community Action Program	Director, Pacific County Public Health & Human Services
101 E Market St, Aberdeen, WA 98520	1216 West Robert Bush Drive South Bend, WA 98586
Subgrantee Tax ID #: 91-6066958	
DUNS #: 039270673	

The County will monitor the Subgrantee's program obligations under this Contract and will report any substantial non-compliance of this Contract to the Subgrantee.

**2. ACKNOWLEDGMENT OF FEDERAL FUNDING**

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

"This project was supported by Grant No. E-20-DW-53-0001 awarded by U.S. Department of Housing and Urban Development (HUD) as a supplemental appropriation through the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act). Points of view in this document are those of the author and do not necessarily

represent the official position or policies of the HUD. Grant funds are administered by the Housing Assistance Unit in the Community Services and Housing Division, Washington State Department of Commerce.”

### **3. PURPOSE OF FUNDING**

The Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act) provided a supplemental appropriation of Homeless Assistance Grants under the Emergency Solutions Grant (ESG). The Emergency Solutions Grant COVID-19 (ESG-CV) funds are to be used to prevent, prepare for, and respond to the Coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance. The funds will also support additional homeless assistance and homeless prevention activities to mitigate the impacts of the Coronavirus. All eligible activities include those listed in the ESG interim rule located at 24 CFR 576 and address the priorities and any published supplemental requirements of the CARES Act. ESG-CV funded projects are required to: a) Participate in the local Coordinated Entry System, B) Collect and enter data into the Homeless Management Information System (HMIS) on all persons assisted and services provided with ESG-CV funds, C) Ensure that none of the funds are used to require people experiencing homelessness to participate in treatment or perform any other pre-requisite activities as a condition for receiving shelter, housing or other services.

### **4. DEFINITIONS**

The terms listed below, as used in this Contract, shall have the following meanings:

- a. The “Contract” shall mean these General Terms and Conditions, and any other documents attached or incorporated by reference.
- b. “Shall,” indicates that which is mandatory.
- c. “Subcontract” shall mean a separate contract between the Subgrantee and sub subgrantee to perform all or a portion of the duties and obligations that the Subgrantee is obligated to perform pursuant to this Contract.
- d. “Sub subgrantee” shall mean any person, partnership, corporation, association or organization, not in the employment of the County or the Subgrantee, who is performing all or part of the services under this Contract. The term “sub subgrantee(s)” mean sub subgrantee(s) in any tier.

### **5. HMIS PARTICIPATION:**

The subgrantee must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD’s standards on participation, data collection, and reporting under a local HMIS (or comparable database for victim services providers). See the ESG Program HMIS Manual for more information.

### **6. ACCESS TO DATA**

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

### **7. ATTORNEY’S FEES/COST OF SUIT AND VENUE**

If either party files suit to enforce this Contract, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney’s fees, and costs of suit.

- a. **Disputes.** Differences between the SUBGRANTEE and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due SUBGRANTEE shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to **Choice of Law, Jurisdiction and Venue**.
- b. **Choice of Law, Jurisdiction and Venue.** This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

- c. **Severability.** If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

#### **8. ALL WRITINGS CONTAINED HEREIN**

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

#### **9. AMENDMENTS**

This Contract 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.

#### **10. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**

The Subgrantee must comply with the ADA, also referred to as "ADA" 28 CFR Part 35, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

#### **11. APPROVAL**

This Contract shall be subject to the written approval of the County's Authorized Representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

#### **12. ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Subgrantee without prior written consent of the County.

### **13. AUDIT**

#### **a. General Requirements:**

The Subgrantee is to procure audit services based on the following guidelines:

- i. The Subgrantee shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that any sub subgrantee also maintains auditable records.
- ii. The Subgrantee is responsible for any audit exceptions incurred by its own organization or that of its sub subgrantee. The County reserves the right to recover from the Subgrantee all disallowed costs resulting from the audit.
- iii. As applicable, the Subgrantee required to have an audit must ensure all audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); including, but not limited to, the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.
- iv. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subgrantee must respond to County requests for information or corrective action concerning audit issues within thirty (30) days of the date of request

#### **b. State Fund Requirements:**

Subgrantees expending \$100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:

- i. Subgrantee name
- ii. State program name
- iii. BARS account number
- iv. County
- v. County Contract number
- vi. Contract award amount including amendments (total Contract award)
- vii. Current year expenditures

#### **c. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Subgrantee.**

#### **d. The Subgrantee shall include the above audit requirements in any subcontracts.**

#### **e. In all cases, the Subgrantee's financial records must be available for review by County.**

### **14. BILLING PROCEDURES AND PAYMENT**

The County will pay Subgrantee upon acceptance of services provided and receipt of properly completed County invoices, which shall be submitted to the Representative for the County not more often than monthly, or as outlined in **Attachment B- Budget** and **Attachment C- Statement of Work**.

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

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the County.

#### **a. Duplication of Billed Costs**

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

b. **Disallowed Costs**

The Subgrantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its sub grantees.

c. **Compliance with Statement of Work.**

Grant funds shall only be used to pay for services related to the Statement of Work described within this Contract.

**15. BOARD OF DIRECTORS**

The Subgrantee shall provide the County with a current roster of its Board of Directors which shall include the names, addresses, and telephone numbers of the board chairman or president and each member. The Subgrantee shall apprise the County of any changes to this roster as they occur.

**16. COMPENSATION**

The County shall pay an amount not to exceed the amount shown in **Attachment B- Budget**. Where **Attachment B-Budget** requires payments by Pacific County, payment shall be made on a reimbursement basis, supported with backup documentation from the subgrantee. Activity reports, shall be filed along with the billing for payment. The Subgrantee shall submit billing by the 10<sup>th</sup> of each month following the month of service.

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated in **Attachment B-Budget**. The Subgrantee shall use federal cost principles specified in OMB Circular A-110 "Cost Principles Applicable to Grants, Contracts and other Agreements" with non-profit organizations as applicable.

The Subgrantee certifies that work to be performed under this Contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

The County may withhold reimbursement payment if the Subgrantee fails to submit required billings and supportive documentation to the County. The Subgrantee's failure to submit billings as specified is grounds for the County to terminate the Contract as provided herein.

**17. COMPLIANCE WITH LAWS**

The Subgrantee, in performance of this agreement, agrees to comply with all applicable federal, state, and local laws, administrative codes or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.

**18. CONFLICT OF INTEREST**

The County may, by written notice to the Subgrantee:

- a. Terminate the right of the Subgrantee to proceed under this contract for actions, policies, practices, or omissions to act which constitute conflict of interest within the meaning of RCW chapter 42.18. This includes, but is not limited to prohibitions against offering County employees, directly or indirectly, anything of economic value from an Subgrantee or a potential subgrantee (and from sub subgrantees of the foregoing) in exchange for any official act or forbearance to act.

State and County employees are not permitted to receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value from any person, entity, corporation, partnership, or similar organization which has or is seeking to obtain a contractual, financial or other business relationship with

the County or DSHS. This prohibition includes action by employees designed to benefit other persons in addition to or instead of the employee directly.

- b. In the event this contract is terminated as provided in (A.) above, the County shall be entitled to pursue the same remedies against the Subgrantee as it could pursue in the event of a breach of the contract by the Subgrantee. The rights and remedies of the County provided for in this section are in addition to any other rights and remedies provided by law

#### **19. SUBGRANTEE SERVICES**

The Subgrantee shall perform such services and accomplish such tasks, including the furnishing of all necessary personnel, materials and equipment necessary for or incidental to the performance of the work identified as Subgrantee responsibilities throughout this Contract, in **Attachment C- Statement of Work**.

#### **20. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- a. "Confidential Information" as used in this section includes:
  - i. All material provided to the Subgrantee by the County that is designated as "confidential" by the County;
  - ii. All material produced by the Subgrantee that is designated as "confidential" by the County; and
  - iii. All personal information in the possession of the Subgrantee 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 Subgrantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Subgrantee shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the County or as may be required by law. The Subgrantee 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, including and accordance with 42 CFR 431.300 through 431.307, and Revised Code of Washington Chapters 70.02, 71.05, and 71.34. Upon request, the Subgrantee shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this Contract whenever the Subgrantee reasonably determines that changes are necessary to prevent unauthorized disclosures. The Subgrantee shall make the changes within the time period specified by the County. Upon request, the Subgrantee shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Subgrantee against unauthorized disclosure.
- c. Unauthorized Use or Disclosure: The Subgrantee shall notify the County 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.

#### **21. CONFORMANCE**

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

#### **22. COPYRIGHT/ PATENT INFRINGEMENT**

Any written commitment received from the Subgrantee concerning this Contract shall be binding upon the Subgrantee, unless otherwise specifically provided herein with reference to this paragraph. Failure of the

Subgrantee to fulfill such a commitment shall render the Subgrantee liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Contract, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

**23. CRIMINAL BACKGROUND HISTORY CHECK**

A background criminal history clearance is required every three years for all employees, sub subgrantees, and/or volunteers who may have unsupervised access to children or vulnerable adults, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388.06 WAC. If the Subgrantee elects to hire or retain an individual after receiving notice that the employee has a conviction for an offense that would disqualify the applicant from having unsupervised access to children or vulnerable adults as defined in Chapter 74.34 RCW, then County shall deny payment for any subsequent services rendered by the Subgrantee. The DSHS Background Check Central Unit (BCCU) shall be utilized to obtain background clearance.

**24. DEBARMENT CERTIFICATION**

The Subgrantee hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Agreement/Contract. Suspension and/or debarment of the Subgrantee from securing federal or state funds shall be cause for immediate termination of this Agreement/Contract by the County.

**25. DISPUTES**

a. General

Differences between the Subgrantee and the County, arising under and by virtue of the Contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

b. Notice of Potential Claims

The Subgrantee shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Subgrantee has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Subgrantee believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Subgrantee shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Subgrantee is not entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Subgrantee has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

**26. DOCUMENTS ON FILE**

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

a. Personnel Policies;

- b. Job Description(s);
- c. Organizational Chart;
- d. Travel Policies;
- e. Fiscal Management;
- f. Articles of Incorporation/Tribal Charter;
- g. Bylaws;
- h. IRS Nonprofit Status Certification;
- i. Latest Subgrantee Audit;
- j. Insurance policies required by Subgrantee;
- k. Indirect cost agreement, when applicable; and

The Subgrantee shall include these requirements in all approved cost reimbursement subcontracts.

#### **27. DUPLICATE PAYMENT**

The Subgrantee certifies that work to be performed under this Contract does not duplicate any work to be charged against any other Contract, subcontract or other source.

#### **28. EVALUATION AND MONITORING**

The Subgrantee shall cooperate with, and freely participate in, any monitoring or evaluation activities conducted by the County or its funders that are pertinent to the intent of this Contract. The County and its funders shall have full access to and the right to examine, during normal business hours and as often as is necessary, all of the Subgrantee's records with respect to all matters covered in this Contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payroll, and records of matters covered by this Contract. Such rights extend for six years from the date final payment is made hereunder.

#### **29. FINANCIAL MANAGEMENT SYSTEMS**

Subgrantee's financial systems shall contain the following:

- a. Accurate, current and complete disclosure of the financial results of each contract;
- b. Records that identify the source and application of funds;
- c. Control over and accountability for all funds, property and other assets;
- d. Comparison of actual outlays with budgeted amount for each contract;
- e. Procedures that minimize the time elapsing between the transfer of funds from the County and their disbursement by the Subgrantee;
- f. Procedures for determining reasonableness and allocability of costs;
- g. Accounting records that are supported by source documentation;
- h. Procedures for timely and appropriate resolution of audit findings and recommendations.

The Subgrantee shall include these requirements in any subcontracts.

#### **30. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the United States and the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Pacific County.

#### **31. INDEPENDENT CAPACITY OF THE SUBGRANTEE**

The parties intend that an independent subgrantee relationship will be created by this Contract. The Subgrantee and its employees or agents performing under this Contract are not employees or agents of the County. The Subgrantee will not hold itself out as or claim to be an officer or employee of the County by reason hereof, nor will the Subgrantee 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 Subgrantee. The Subgrantee acknowledges



that the entire compensation for this Contract is specified in **Exhibit B- Budget** and the Subgrantee is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to County employees.

### **32. INDEMNIFICATION/HOLD HARMLESS**

- a. **Indemnification by Subgrantee.** To the fullest extent permitted by law, the SUBGRANTEE agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the SUBGRANTEE, its employees, agents or volunteers or SUBGRANTEE's sub subgrantees and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the SUBGRANTEE'S or its sub subgrantees' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the SUBGRANTEE shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the SUBGRANTEE shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the SUBGRANTEE hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the SUBGRANTEE are a material inducement to COUNTY to enter into the Contract, are reflected in the SUBGRANTEE's compensation, and have been mutually negotiated by the parties.
- b. **Participation County – No Waiver.** The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of SUBGRANTEE's indemnity obligations under the Contract.
- c. **Survival of Subgrantee's Indemnity Obligations.** The SUBGRANTEE agrees all SUBGRANTEES's indemnity obligations shall survive the completion, expiration or termination of this Contract.

### **33. INDUSTRIAL INSURANCE WAIVER**

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

### **34. INSURANCE**

Without limiting the SUBGRANTEE'S indemnification of COUNTY, and prior to commencement of this Contract, SUBGRANTEE shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

- a. **General Liability Insurance.** SUBGRANTEE shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- b. **Professional Liability (Errors & Omissions) Insurance.** SUBGRANTEE shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum

amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and SUBGRANTEE agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

- c. **Workers' Compensation Insurance.** SUBGRANTEE shall, at its own expense, maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). SUBGRANTEE shall submit to COUNTY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of COUNTY, its officers, agents, employees and volunteers.
- d. **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow SUBGRANTEE or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. SUBGRANTEE hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subsubgrantees.
- e. **Automobile Liability Insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

The SUBGRANTEE must name the COUNTY as an additional insured. The SUBGRANTEE agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that SUBGRANTEE's liability insurance policy shall so state.

### 35. **LAWS**

The Subgrantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

#### Washington State Laws and Regulations

- a. Affirmative action, RCW 41.06.020 (11).
- b. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- c. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- d. Discrimination-human rights commission, Chapter 49.60 RCW.
- e. Ethics in public service, Chapter 42.52 RCW.
- f. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- g. Open public meetings act, Chapter 42.30 RCW.
- h. Public records act, Chapter 42.56 RCW.
- i. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

#### Federal Laws and Regulations

- a. Title VI of the Civil Rights Act of 1964, 42 USC §2000d, et seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving Federal funds. HUD regulations are at 24 CFR Part 1.
- b. The requirements of the Fair Housing Act (42 USC §§360
- c. Federal Hatch Act, 5 USC 1501-1508 and implementing regulations at 24 CFR Part 100.
- d. The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to the Emergency Solutions Program. The sub grantee must have and follow policies

stating that it is unlawful for employees distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (2) Establishing an ongoing drug-free awareness program to inform employees about: (a) The dangers of drug abuse in the workplace; (b) The grantee's policy of maintaining a drug -free workplace; (c) Any available drug counseling, rehabilitation, and employee assistance programs; and (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

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

### **36. LOBBYING AND DISCLOSURE REQUIREMENTS**

To the best of the Subgrantee's knowledge and belief: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and (3) It will require that the language of paragraphs 1 and 2 of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subgrantees shall certify and disclose accordingly.

### **37. LICENSING, ACCREDITATION, AND REGISTRATION**

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

### **38. 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 Contract.

### **39. MODIFICATIONS**

Either party may request changes in the Contract. Any and all agreed modifications shall be in writing, signed by each of the parties.

### **40. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Contract, the Subgrantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Subgrantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Subgrantee may be declared ineligible for further Contracts with the state. The Subgrantee 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.

#### **41. OWNERSHIP**

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the SUBGRANTEE or the SUBGRANTEE's or consultants for delivery to the COUNTY under this Agreement shall be the sole and absolute property of the COUNTY. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the COUNTY at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the SUBGRANTEE uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the COUNTY is owned by the SUBGRANTEE and is not "work made for hire" within the terms of this Agreement.

#### **42. POLITICAL ACTIVITIES**

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office by the Subgrantee's employees and officers, as limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501-1508.

#### **43. PROHIBITIONS**

The Subgrantee or its subgrantees shall not require eligible clients to participate in a religious or treatment service as a condition of receiving program assistance.

#### **44. CONTRACT PROVISIONS**

Payments due to the subgrantee under this Agreement are expressly conditioned upon the subgrantee's strict compliance with all insurance requirements under this Agreement. Payment to the subgrantee shall be suspended in the event of non-compliance. Upon receipt of evidence of full compliance, payments not otherwise subject to withholding or set-off will be released to the subgrantee.

#### **45. PUBLIC RECORDS ACT**

This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the SUBGRANTEE are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the SUBGRANTEE agrees to make them promptly available to the COUNTY. If the SUBGRANTEE considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the SUBGRANTEE shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the SUBGRANTEE and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the SUBGRANTEE (a) of the request and (b) of the date that such information will be released to the requester unless the SUBGRANTEE obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the SUBGRANTEE fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the SUBGRANTEE to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the SUBGRANTEE for releasing records not clearly identified by the SUBGRANTEE as confidential or proprietary. The COUNTY shall not be liable to the SUBGRANTEE for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

SUBGRANTEE agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the SUBGRANTEE relating to its performance of this contract. This includes any lawsuit filed by a third party for the COUNTY's allegedly improper release of confidential or proprietary information pursuant to a public records request.

**46. RECAPTURE**

In the event that the Subgrantee fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, the County reserves the right to recapture funds in an amount to compensate the County for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the Subgrantee of funds under this recapture provision shall occur within the time period specified by County. In the alternative, County may recapture such funds from payments due under this Contract.

**47. RECORDS MAINTENANCE**

The Subgrantee shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Subgrantee shall retain such records for a period of six years following the date of final payment.

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 finally resolved.

**48. REPORT ABUSE AND NEGLECT**

The Subgrantee and its sub subgrantees are mandated reporters under RCW 74.34.020(1), and must comply with reporting requirements described in RCW 74.34.035 and 040 RCW and 26.44 RCW to the extent required by law. If the Subgrantee is notified by the County or DSHS that they or a sub subgrantee is cited or on the registry for a substantiated finding then associated Subgrantee will be prohibited from providing services under this contract.

The Subgrantee will promptly report to the County if:

- 1) They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect of a child or vulnerable adult has occurred.
- 2) If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement Subgrantee.

**49. 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 Contract and prior to normal completion, the County may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**50. SEVERABILITY**

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

**51. SUBCONTRACTING**

The Subgrantee may enter into any subcontracts if the Subgrantee submits a written request to the County for approval and receives written County approval no later than 30 days prior to the proposed start date of the

subcontract. No subcontract shall be entered into until the Pacific County Prosecuting Attorney has reviewed the contract and Subgrantee receives written approval to the subcontract from County.

## **52. SURVIVAL**

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

## **53. TAXES**

The Subgrantee understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Subgrantee authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Subgrantee will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Subgrantee to make the necessary estimated tax payments throughout the year, if any, and the Subgrantee is solely liable for any tax obligation arising from the Subgrantee's performance of this Contract. The Subgrantee hereby agrees to indemnify the County against any demand to pay taxes arising from the Subgrantee's failure to pay taxes on compensation earned pursuant to this Contract.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Subgrantee must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Subgrantee's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

## **54. TERMINATION FOR CAUSE/SUSPENSION**

In event the County determines that the Subgrantee failed to comply with any term or condition of this Contract, the County may terminate the Contract in whole or in part upon written notice to the Subgrantee. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the County upon written notice may allow the Subgrantee a specific period of time in which to correct the non-compliance. During the corrective-action time period, the County may suspend further payment to the Subgrantee in whole or in part, or may restrict the Subgrantee's right to perform duties under this Contract. Failure by the Subgrantee to take timely corrective action shall allow the County to terminate the Contract upon written notice to the Subgrantee.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the County determines that the Subgrantee did not fail to comply with the terms of the Contract or when the County determines the failure was not caused by the Subgrantee's actions or negligence.

If the Contract is terminated for cause, the Subgrantee shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Contract and the replacement Contract, as well as all costs associated with entering into the replacement Contract (i.e., competitive bidding, mailing, advertising, and staff time).

## **55. TERMINATION FOR CONVENIENCE**

The County may terminate this Contract for Convenience, in whole or in part, upon ten (10) business days' written notice, the calculation of such period beginning on the second day after mailing. If this Contract is terminated for convenience, the County shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

## **56. TERMINATION PROCEDURES**

After receipt of a notice of termination, except as otherwise directed by the County, the Subgrantee shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities related to the Contract;

- c. Assign to the County all of the rights, title, and interest of the Subgrantee under the orders and subcontracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Subgrantee to settle such claims must have the prior written approval of the County; and
- d. Preserve and transfer any materials, Contract deliverables and/or County property in the Subgrantee's possession as directed by the County.

Upon termination of the Contract, the County shall pay the Subgrantee for any services rendered or goods delivered by the Subgrantee prior to the effective date of termination. The County may withhold any amount due as the County reasonably determines is necessary to protect the County against potential loss or liability resulting from the termination. The County shall pay any withheld amount to the Subgrantee if the County later determines that loss or liability will not occur.

The rights and remedies of the County under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

#### **57. TREATMENT OF ASSETS**

The Subgrantee shall take the following actions to secure the financial interest of the County in items purchased with funds awarded under this Contract. The Subgrantee shall name the County as lien holder on certificates of title for motor vehicles. (RCW 46.12.095). A non-expendable personal property inventory report shall also be submitted to the County as required. The County's interest in property purchased under this contract and prior contracts from the same funding source is automatically transferred forward to the next contract year at the close of this contract period. The Subgrantee shall maintain records, perform inventories and maintain control systems to prevent loss, damage or theft of equipment, materials and supplies. A Subgrantee which is a nonprofit organization shall keep property records in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies for all purchases funded by this contract. In the event of loss, destruction or damage to any property purchased under this contract, the Subgrantee shall notify the County and shall take all reasonable steps to protect that property from further damage. Unless otherwise directed by the County, the Subgrantee shall surrender to the County all property purchased under this contract prior to settlement upon completion, termination or cancellation of this contract.

The Subgrantee shall include these requirements in any subcontracts.

#### **58. PUBLIC RECORDS ACT**

This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the SUBGRANTEE are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the SUBGRANTEE agrees to make them promptly available to the COUNTY. If the SUBGRANTEE considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the SUBGRANTEE shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the SUBGRANTEE and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the SUBGRANTEE (a) of the request and (b) of the date that such information will be released to the requester unless the SUBGRANTEE obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the SUBGRANTEE fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the SUBGRANTEE to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the SUBGRANTEE for releasing

records not clearly identified by the SUBGRANTEE as confidential or proprietary. The COUNTY shall not be liable to the SUBGRANTEE for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

SUBGRANTEE agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the SUBGRANTEE relating to its performance of this contract. This includes any lawsuit filed by a third party for the COUNTY's allegedly improper release of confidential or proprietary information pursuant to a public records request.

**59. WAIVER**

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

**60. COUNTERPARTS AND SIGNATURES**

This Agreement may be executed in counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or other electronic means shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for any purposes whatsoever.

This Contract, consisting of 91 pages, including Attachments A, B, C, and D and the Commerce ESG-CV guidelines (not yet published, but compliance with rules required) which are incorporated herein by reference, is executed by the persons signing below who warrant that they have the authority to execute this Contract.

SUBGRANTEE  
COASTAL COMMUNITY ACTION PROGRAM

PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

APPROVED AS TO FORM:

DATED ON THIS DATE BY CLERK OF THE BOARD:

BY: \_\_\_\_\_  
Prosecutor's Office

\_\_\_\_\_  
Date Clerk of the Board





Washington State  
Department of  
**Commerce**

**Attachment A- ESG-CV Grant**

**Grant Agreement with**

Pacific County Health & Human Services

through

Community Services and Housing Division  
Housing Assistance Unit

**For**

Emergency Solutions Grant – COVID 19 (ESG-CV)

**Start date:** July 1, 2020

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Attachment A, Scope of Work

Attachment B, Budget

Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
Emergency Solutions Grant – COVID 19 (ESG-CV)

<b>1. Grantee</b> Pacific County Health & Human Sv PO BOX 26  SOUTH BEND, WA 98586-0026		<b>2. Grantee Doing Business As (optional)</b> N/A	
<b>3. Grantee Representative</b> Katie Lindstrom Contractor Contact Name (360) 642-9300 koien@co.pacific.wa.us		<b>4. COMMERCE Representative</b> Kim Murillo Grant Manager (360) 725-2763 kim.murillo@commerce.wa.gov 1011 Plum Street SE Olympia, Washington, 98504-2525	
<b>5. Grant Amount</b> \$53,152.00	<b>6. Funding Source</b> Federal: X State: Other: N/A:		<b>7. Start Date</b> July 1, 2020
<b>8. End Date</b> June 30, 2022			
<b>9. Federal Funds (as applicable)</b> \$53,152.00	<b>Federal Agency:</b> HUD	<b>CFDA Number:</b> 14.231	<b>Indirect Rate (if applicable):</b> .25%
<b>10. Tax ID #</b> XXXXXXXXXXXXXXXX	<b>11. SWV #</b> SWV0007195-15	<b>12. UBI #</b> 254000662	<b>13. DUNS #</b> N/A
<b>14. Grant Purpose</b> This grant provides resources to prevent, prepare for, and respond to the Coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homeless prevention activities to mitigate the impacts of COVID-19.  COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Guidelines for the Emergency Solutions Grant – COVID 19 (ESG-CV) Program.			
<b>FOR GRANTEE</b>  _____ Signature  _____ Print Name and Title  _____ Date		<b>FOR COMMERCE</b>  _____ Diane Klontz, Assistant Director Community Services and Housing Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

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

**1. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

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

"This project was supported by Grant No. E-20-DW-53-0001 awarded by U.S. Department of Housing and Urban Development (HUD) as a supplemental appropriation through the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act). Points of view in this document are those of the author and do not necessarily represent the official position or policies of the HUD. Grant funds are administered by the Housing Assistance Unit in the Community Services and Housing Division, Washington State Department of Commerce."

**2. GRANT MANAGEMENT**

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

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

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

**3. COMPENSATION**

COMMERCE shall pay an amount not to exceed the approved Budget – Attachment B for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work and the Guidelines for ESG-CV. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

**4. 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 monthly.

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 **20-4613C-119**. 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.

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 subgrants/subcontracts.

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

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

**6. 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/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 which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, 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 Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

**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/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.

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.

**Local Government Grantees that Participate in a Self-Insurance Program**

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

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

State Auditor's annual instructions for financial reporting. Grantee's 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, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

**7. 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
- Emergency Solutions Grant COVID 19 (ESG-CV) Guidelines
- HEARTH ESG Interim Rule



**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
FEDERAL 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" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the state of Washington.
- H. "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/subcontractor" refers to any tier.
- I. "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.
- J. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

**2. ACCESS TO DATA**

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

**3. ADVANCE PAYMENTS PROHIBITED**

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

**4. ALL WRITINGS CONTAINED HEREIN**

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

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**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 attorney's fees and costs.

**9. AUDIT**

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

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

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

The Grantee shall send all single audit documentation to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov).

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

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

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- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

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

**11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

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

**12. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this contract if it is found after due

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notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the program subject to this Agreement including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding and/or monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

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

**13. COPYRIGHT PROVISIONS**

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

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

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to 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 Contract number; and

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- 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.

**17. INDEMNIFICATION**

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

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

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

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

**18. INDEPENDENT CAPACITY OF THE CONTRACTOR**

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

**19. INDIRECT COSTS**

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

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**20. INDUSTRIAL INSURANCE COVERAGE**

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

**21. LAWS**

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

**22. LICENSING, ACCREDITATION AND REGISTRATION**

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

**23. LIMITATION OF AUTHORITY**

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

**24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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

The funds provided under this contract 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.

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(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 Contractor is not in compliance with this provision.

**26. POLITICAL ACTIVITIES**

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

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

**27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**

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

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

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

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
  - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
  - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
  - iii. Positive efforts shall be made to use small and minority-owned businesses.
  - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
  - v. Contracts shall be made only with reasonable subgrantees/subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
  - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
  - vii. Procurement records and files for purchases shall include all of the following:
    - 1) Contractor selection or rejection.
    - 2) The basis for the cost or price.
    - 3) Justification for lack of competitive bids if offers are not obtained.
  - viii. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.

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- D. Contractor and Subgrantee/subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed \$5,000.

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

**28. PUBLICITY**

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

**29. RECAPTURE**

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

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

**30. RECORDS MAINTENANCE**

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

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

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

**31. REGISTRATION WITH DEPARTMENT OF REVENUE**

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

**32. RIGHT OF INSPECTION**

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

**33. SAVINGS**

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



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**34. SEVERABILITY**

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

**35. SITE SECURITY**

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

**36. SUBGRANTING/SUBCONTRACTING**

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

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a 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 subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**37. SURVIVAL**

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

**38. TAXES**

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

**39. TERMINATION FOR CAUSE**

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

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

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

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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 contract.

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 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.

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**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 Subgrantees/Subcontractors.

**43. WAIVER**

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

**Scope of Work**

The Grantee will use the funds awarded under this contract to administer grant activities per the Emergency Solutions Grant – COVID 19 (ESG-CV) Guidelines and per the Budget as outlined in Attachment B.

**Budget**

<b>Budget</b>	<b>Total</b>
<b>Admin</b>	\$3,720.64
<b>HMIS</b>	\$2,500.00
<b>Outreach</b>	\$17,000.00
<b>Prevention Case Management</b>	\$8,000.00
<b>Prevention Rental Assistance</b>	\$5,931.36
<b>Prevention Other Financial Assistance</b>	\$16,000.00
<b>Total</b>	\$53,152.00

Contract CCAP\_ESG\_CV20\_22  
ESG-CV Budget July 1, 2020 to June 30, 2022 37206.4

ESG-CV Funding	Category of Funds	Original
SFY 2020-2022 (July 1, 2020- June 30, 2022)	Admin Costs	\$ 1,860.00
	HMIS	\$ 1,500.00
	Outreach (including Coordinated Entry)	\$ 17,000.00
	Prevention	
	Prevention Case Management	\$ 4,000.00
	Prevention Rental Assistance	\$ 5,931.36
	Prevention "Other" Financial Assistance	\$ 6,000.00

Total Funding: \$ 36,291.36

\*See ESG CFR for allowable expenses

[https://www.ecfr.gov/cgi-bin/text-idx?SID=cf61c8a2fac5495ead9293598a21ab68&mc=true&node=pt24.3.576&rgn=div5#se24.3.576\\_1104](https://www.ecfr.gov/cgi-bin/text-idx?SID=cf61c8a2fac5495ead9293598a21ab68&mc=true&node=pt24.3.576&rgn=div5#se24.3.576_1104)

## **ATTACHMENT C- STATEMENT OF WORK**

### **Overview:**

The Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act) provided a supplemental appropriation of Homeless Assistance Grants under the Emergency Solutions Grant (ESG). The Emergency Solutions Grant COVID-19 (ESG-CV) funds are to be used to prevent, prepare for, and respond to the Coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance. The funds will also support additional homeless assistance and homeless prevention activities to mitigate the impacts of the Coronavirus. Commerce is awarding ESG-CV funds to Consolidated Homeless Grant lead agencies.

All eligible activities include those listed in the ESG interim rule located at 24 CFR 576 and address the priorities and any published supplemental requirements of the CARES Act. As part of this funding, CCAP will be required to:

- Participate in the local Coordinated Entry System.
- Collect and enter data into the Homeless Management Information System (HMIS) on all persons assisted and services provided with ESG-CV funds.
- Ensure that none of the funds are used to require people experiencing homelessness to participate in treatment or perform any other pre-requisite activities as a condition for receiving shelter, housing or other services.

### **Allowable Interventions based on budget:**

- Street Outreach 25 CFR §576.101

Eligible activities: Engagement, case management, emergency health services, emergency mental health services, transportation, and services for special populations including youth, young adults, and victims of domestic violence, including Coordinated Entry.

- Prevention 24 CFR §576.105

Eligible activities: Rental assistance (arrearages included), application fees, last month's rent on a new lease, security deposits, utility deposits/payments, moving costs, case management, and credit repair for households at risk of homelessness or imminent homelessness. Income cannot exceed 50% AMI.

### **Additional Requirements:**

Subgrantee will comply with all guidelines released by the Washington State Department of Commerce for ESG-CV funding and with the ESG interim rule located at 24 CFR 576, The Emergency Solutions Grant Program.