

Contract #2022-2023_PCIS_Outreach
PCIS OUTREACH PROGRAM CONTRACT BETWEEN “PACIFIC COUNTY” AND
“Pacific County Immigrant Support”

THIS CONTRACT is made and entered into this by and between Pacific County, hereinafter referred to as “COUNTY,” and Pacific County Immigrant Support, hereinafter referred to as “CONTRACTOR.” The County and the Contractor are together referenced as the “Parties.” The Parties hereby agree to the following terms and conditions on _____, 2022:

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.

The purpose of this Contract is to conduct outreach to historically disadvantaged communities with the objective of helping individuals, families and households gain access to and enroll in state, federal and other assistance programs, as outlined in **EXHIBIT A - Statement of Work and Budget**.

TERMS AND CONDITIONS

THE TERM OF THE CONTRACT SHALL BE MARCH 9, 2022 - JUNE 30, 2023.

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:

A. For the Subgrantee:	B. For the County:
	Darian Johnson
Board Member	Human Services Program Manager, Pacific County Public Health & Human Services
	7013 Sandridge Rd. Long Beach, WA 98631

2. **PAYMENT.** All payments will be made in accordance with the laws of the State of Washington. The COUNTY will issue payment(s) to CONTRACTOR monthly. Contractor upon receipt of properly completed County invoices, which shall be submitted to the Representative for the County not later than the 10th day of the month following the month services were provided and expenses incurred. The invoices must include a signature and date from the Contractor. Final invoices for a state fiscal year may be due sooner than the 10th and the COUNTY will provide notification of the end of fiscal year due date.
3. **RELATIONSHIP OF PARTIES.** The CONTRACTOR is an independent contractor and is not an employee of the COUNTY. The COUNTY will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of the CONTRACTOR.
4. **ELIGIBLE USE OF FUNDS & COMPLIANCE.** Funding awarded under this Contract may only be used for eligible activities and expenses described in **EXHIBIT A - Statement of Work and Budget** and **EXHIBIT B - Department Of Commerce Outreach to Underserved Communities Contract** which is incorporated into this Contract.
5. **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.
6. **ACCESS TO DATA.** In compliance with RCW 39.26.180, the Contractor shall provide access to data generated under this Contract to 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 Contractor's reports, including computer models and the methodology for those models.
7. **RIGHT OF INSPECTION.** At no additional cost, all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the County, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose. Such inspection may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Contract and its performance, and any and all communications with or evaluations by service recipients under this Contract.

8. DATA SECURITY REQUIREMENTS.

Protection of Client Data. The contractor agrees to store data in a manner that ensures confidentiality. If storing data electronically, the contractor agrees to maintain computer

systems with updated antivirus, firewall, and other data security software and standard safeguards that ensure confidentiality of systems. Any paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access. Data storage on portable devices or media. Data shall not be stored by the Contractor on portable devices or media unless specifically authorized by the Special Terms and Conditions of the contract.

9. CONFIDENTIALITY AND 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.

10. CRIMINAL BACKGROUND CHECK. A background criminal history clearance is required every three years for all employees, 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 Washington State Patrol background checks shall be utilized to obtain background clearance. Other background check options can be used upon approval of COUNTY. The Subgrantee must provide a copy of a background check, including any additional steps required, to the County within 2 weeks of the employee working under this Contract. A copy of the background check must be kept in the employee's personnel file.

11. 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 Contractor'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

12. PROHIBITIONS. The Contractor shall not require eligible clients to participate in a religious service as a condition of receiving program assistance.

13. SUBCONTRACTING. The Contractor may not enter into any subcontracts for services related to this contract. COMMERCE and the State of Washington are not liable for claims or damages arising from the CONTRACTOR's performance of this subcontract.

14. INDEMNIFICATION.

A. **Indemnification by Contractor.** Contractor shall indemnify, defend and hold harmless the County, its officers, agents, employees, and volunteers from and against all claims, losses, damages, judgments, or liabilities of whatever nature, including any portion thereof, arising from or related to the Consultant's acts, omissions, or performance under this agreement, including any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Consultant's own employees or agents, or damage to property occasioned by a negligent act, omission or failure of the Consultant. This indemnification obligation shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other

employee benefit act, and the Consultant waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the Contract, are reflected in the CONTRACTOR'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 CONTRACTOR's indemnity obligations under the Contract.
- C. **Survival of Contractor's Indemnity Obligations.** The CONTRACTOR agrees all CONTRACTOR's indemnity obligations shall survive the completion, expiration or termination of this Contract.

15. **INSURANCE.** Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR 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.** CONTRACTOR 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.** CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$250,000 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 CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract or any amendments thereto.
- C. **Automobile Liability.** CONTRACTOR shall maintain automobile liability insurance in the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
- D. **Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:
 - 1. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.

2. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantee/subcontractors pursuant to this paragraph shall name the Grantee as beneficiary.

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

16. **ASSIGNMENT.** The CONTRACTOR's obligations under this Agreement may not be assigned or transferred to any other individual or entity without the prior written consent of the COUNTY.
17. **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 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.
18. **MODIFICATION.** The parties may mutually agree to modify this Agreement. Any modification to the terms of this Agreement must be in writing and signed by both parties.
19. **TERMINATION.** The CONTRACTOR and the COUNTY has the right to terminate this Agreement as follows:
 - a. The COUNTY may terminate this Agreement at any time and for any reason by submitting written notice of its intention to the CONTRACTOR at least thirty (30) days prior to the specified effective date of such termination. The COUNTY may also terminate this Agreement with less than thirty (30) days' written notice if the CONTRACTOR has violated any of the provisions herein, federal, state or local laws, or if the COUNTY deems the CONTRACTOR's performance of its responsibilities herein identified to be substantially unsatisfactory.
 - b. The CONTRACTOR may terminate this Agreement upon submitting written notice of its intention to the COUNTY at least thirty (30) days prior to the specified effective date of such termination.
20. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid. Address changes by either party must be provided by written notice to the other in the manner set forth above.
21. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

22. **WAIVER.** The County's failure to enforce any provision of this Agreement shall not be construed as a waiver of limitation of the County's right to: 1) subsequently enforce and compel strict compliance with every provision of this Agreement; or 2) seek any and all legal remedies available to it based on the CONTRACTOR's breach or non-performance.
23. **GOVERNING LAWS.** This agreement 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 agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.
24. **DISPUTE RESOLUTION.** The parties agree to attempt to informally resolve any disputes regarding the terms of, or compliance with, this agreement. If, despite good-faith efforts to resolve a dispute, the dispute remains unresolved, either party may bring a court action to resolve the dispute.
15. **ATTORNEY'S FEES.** In the event either party files a court action in any trial or appellate court seeking enforcement of this agreement, the prevailing party shall be entitled to all court costs and reasonable attorney's fees.
16. **PUBLIC RECORDS ACT.** This Agreement and related records may be subject to public inspection pursuant to Washington's Public Records Act (RCW 42.56). To the extent that public records in the custody of the CONTRACTOR are needed for the COUNTY to respond to a request for public records, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR 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 CONTRACTOR shall clearly identify any specific information that they claim to be confidential or proprietary. If the COUNTY receives a public records request to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by Public Record Act or is otherwise appropriate, the COUNTY's sole obligations shall be to notify the CONTRACTOR of the request and the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified. CONTRACTOR 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 CONTRACTOR 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.
17. **ENTIRE AGREEMENT.** This Agreement including; **EXHIBIT A - Statement of Work and Budget** and **EXHIBIT B - Department Of Commerce Outreach to Underserved Communities Contract** contains the entire Agreement of the parties and

there are no other promises or conditions or any other Agreement whether oral or written. This Agreement supersedes any prior written or oral Agreements between the parties.

18. COUNTERPARTS. 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 all purposes.

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be executed this _____ day of _____, 202__.

CONTRACTOR
PACIFIC COUNTY IMMIGRANT SUPPORT

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Date

Lisa Olsen, Chair

APPROVED AS TO FORM

Frank Wolfe, Commissioner

Prosecutor's Office WSBA #

Mike Runyon, Commissioner

ATTEST

Clerk of the Board

Exhibit A- Statement of work and Budget

Pacific County Immigrant Support

Project - Outreach to Historically Marginalized Communities

March 9,, 2022 - June 30, 2023

Contract: #2022-2023_PCIS_OUTREACH

Summary statement of work Outreach Grant

This Grant is provided solely for "community organizations that serve historically disadvantaged populations to conduct outreach and assist community members in applying for state and federal assistance programs, including but not limited to those administered by the departments of social and health services; commerce; and children, youth, and families" (2021-23 Operating Budget, ESSB 5092, Laws of 2021, Sec. 129 (94)).

The Grantee commits to conducting outreach to historically disadvantaged communities with the objective of helping individuals, families and households gain access to and enroll in state, federal and other assistance programs. Examples of state programs include those administered by the Department of Social and Health Services (DSHS), the Department of Children, Youth and Families (DCYF), and Department of Commerce.

Contractor shall provide:

- Three 0.5 FTE promotoras/outreach workers to assist our Hispanic/Latinx population within Pacific County; including those who may be undocumented. Hired by May 31st, 2022.
- 0.5 FTE manager to ensure PCIS is executing program deliverables according to the contract and to manage the promotoras.
- Conduct targeted outreach, referral, and application assistance to Hispanic/Latinx individuals; including those who may be undocumented.
- Educate Hispanic/Latinx community members on local, state, and federal programs they may be eligible for.
- Research and educate undocumented community members on local, state, and federal programs they may also be eligible for.
- Collaborate on the creation, distribution, and translation of outreach materials, resource guides, and brochures.
- Assist having the resource guide formally updated twice per year.
- Coordinate and promote community wide outreach events and services such as health fairs or other outreach events at least twice a year.
- Attend confidentiality training and any other trainings required by the program
- Collaborate on the creation of a Cultural Competency Training for Pacific County providers to increase knowledge and improve services to historically underserved populations.

Exhibit A- Statement of work and Budget

- Participate in Coordination of Care, Housing, and Behavioral Health Subcommittee meetings to participate in county level program planning and coordination.
- Ensure PCIS is executing program deliverables according to the contract.
- Collaborate on feedback for community, state, and federal providers to help increase accessibility to their programs.
- Ensure timely billing and reporting submitted to PCHHS by the 10th of each month, unless otherwise requested earlier by PCHHS.
- Manage budgets to ensure PCIS is spending funds according to the contract and create a detailed budget to be submitted to PCHHS by March 31st.
- Attend monthly Outreach Coordination meetings with PCHHS, PPR, and PCVU to collaborate, review program outcomes, monitor for risks, and troubleshoot program delivery.
- Attend Outreach Cohort Meetings as scheduled by Commerce.

Exhibit A- Statement of work and Budget

Examples of Programs and Communities targeted for service in this Grant include:

Example Programs	Example Communities (including individuals or households)
<ul style="list-style-type: none"> • Temporary Assistance for Needy Families (TANF) • Supplemental Nutrition Assistance Program (SNAP) • Women, Infants and Children (WIC) • Apple Health and Medicaid • Early Childhood Education and Assistance Program (ECEAP) • Working Connections Childcare • Workforce Innovation and Opportunities Act (WIOA) education and job training/search programs • Kinship Care • The Expanded Child Tax Credit • The Earned Income Tax Credit • Developmental Disabilities Administration Programs • Emergency Rent Assistance Program (American Rescue Plan Act) • Homeownership Fund Assistance Program (American Rescue Plan Act) • SSDI/SSI determination or enrollment • Medicaid or Apple Health enrollment • Coordinated Entry and other housing system engagement (like housing authority applications) • *Other local, state or federally supported programs including EITC or tax preparation, asset building programs, crime victim services, or legal aid. 	<ul style="list-style-type: none"> • Urban or rural BIPOC (Black, Indigenous and People of Color) • Individuals with a disability • Low-income seniors • Youth transitioning from the foster care system • LGBTQIA+, with emphasis on the Black Transgender community • Urban & Tribal Indians • Single parents with young children • Immigrants/refugees

*Additions to this list must be confirmed and authorized by email by your Commerce Representative identified on the Face Sheet of this Grant in order to confirm they are eligible.

Exhibit A- Statement of work and Budget

Monthly Deliverables

Grantee shall submit the following on time with accurate and complete information so Commerce can reimburse Grantee and provide information on outreach progress to the public, the Legislature, and other interested parties.

- Monthly invoices for reimbursement as described in Section 3 in the Special Terms and Conditions. Invoices must be submitted on an A19 via the Secure Access Washington (SAW) online system.
- A monthly progress report that includes outreach metrics and a success story.
 - o Metrics should show progress toward outreach goals described in the Grantee's proposal that resulted in awarding this Grant. Client data should NOT INCLUDE NAMES or personally identifiable information to protect privacy. Commerce may confirm clients against data reported during monitoring.

Commerce will provide a template/form for the monthly reports, which may include but not be limited to the following required metrics:

§ Number of people served

§ Demographic information of those served

§ Outreach deployed (could include social media, print ads, posters)

§ Outreach contacts

§ Total caseload

§ New cases added

§ Confirmed program application (like application to TANF, Basic Food or other programs)

§ Relevant outcomes (like job interviews, housing placements, legal aid provided...)

§ Grantee targets related to metrics

- o Examples of monthly success story:

- Quote from client about progress
- Social media post
- Outcome story (household connected to service as a result of this program)

Exhibit A- Statement of work and Budget

Outreach Cohort Collaboration

Grantee will participate in Commerce-coordinated online cohort meetings. Meetings will be intended to support Grantee needs, encourage collaboration and sharing best practices among all Grantees under this program, with the goals of enhancing outreach to marginalized and underserved communities. Commerce will also ask on Grantees to suggest meeting topics and help facilitate meetings so Grantees can share successes and challenges, and to receive training and support peer Grantees around the state. All Grantee staff time for participating in these meetings can be reimbursed by this Grant.

Exhibit A- Statement of work and Budget

PCIS

Budget Item	Calculation
Outreach staff salary and benefits	\$173,400 - Promotoras \$79,475 - Manager
Program costs*	\$8,665
Administrative Costs**	\$3,357
TOTAL BUDGET	\$264,897

This budget may be reduced by Commerce if after January 31, 2023, this Grant is underspent and the Grantee does not have a reasonable plan to spend down the Grant amount. Commerce will attempt to prevent loss of these funds and will redirect funds to in the same region first before moving funds to other parts of the state.

Budget Category Definitions, Allowances and Restrictions:

*Program costs include:

- Staff mileage or client transportation costs
- Staff equipment including phones, phone contract costs, and computers
- Media buys
- Printing program information
- Event expenses

**Administrative costs include:

- These are expenses incurred by this project that are not budgeted as program costs including executive staff time, IT, HR, and other organization-wide fees or costs like insurance, office space rent, etc.
- Administrative costs must be charged monthly and cannot be assessed in full at the end of the Grant period.
- Administrative costs can include training or other costs that will enhance future outreach efforts like SOAR training (for SSI/SSDI Outreach) or staff costs associated with starting up future outreach efforts like Medicaid Foundational Community Supports agreements.

Exclusions:

- These funds are not intended to support development of housing or other capital facilities.
- Commerce can refuse to pay for costs incurred that are not within this Grant.
- Grantee is responsible for verifying in writing with the Commerce Representative and whether costs not identified in this Grant are reimbursable.

Exhibit - B



Grant Agreement with
Pacific County Health and Human Services
through
Community Services and Housing Division
Administration Unit

For
Outreach to Historically Underserved Communities

Start date: March 9, 2022

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TABLE OF CONTENTS

Special Terms and Conditions	1
Face Sheet	1
1. Contract Management	2
2. Compensation.....	2
3. Billing Procedures and Payment	2
4. Subcontractor Data Collection	3
5. Insurance.....	3
6. Order of Precedence.....	4
General Terms and Conditions	5
1. Definitions.....	5
2. Access to Data.....	5
3. Advance Payments Prohibited	5
4. All Writings Contained Herein	5
5. Amendments.....	5
6. Americans With Disabilities Act (ADA)	6
7. Assignment.....	6
8. Attorneys' Fees	6
9. Confidentiality/Safeguarding of Information	6
10. Conflict of Interest.....	6
11. Copyright	7
12. Disputes	7
13. Duplicate Payment	8
14. Governing Law and Venue.....	8
15. Indemnification	8
16. Independent Capacity of the Contractor.....	8
17. Industrial Insurance Coverage	8
18. Laws	9
19. Licensing, Accreditation and Registration	9
20. Limitation of Authority	9
21. Noncompliance With Nondiscrimination Laws	9
22. Pay Equity	9
23. Political Activities.....	9
24. Publicity	10
25. Recapture.....	10
26. Records Maintenance	10
27. Registration With Department of Revenue	10
28. Right of Inspection.....	10
29. Savings	10
30. Severability	10
31. Site Security.....	10
32. Subcontracting	11
33. Survival	11

TABLE OF CONTENTS

34.	Taxes	11
35.	Termination for Cause.....	11
36.	Termination for Convenience	11
37.	Termination Procedures	12
38.	Treatment of Assets	12
39.	Waiver	13

Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: 22-36704-013

Washington State Department of Commerce Community Services and Housing Division Outreach to Underserved Communities

1. Grantee Pacific County Public Health and Human Services Department PO BOX 26 SOUTH BEND, WA 98586-0026		2. Grantee Doing Business As (optional)	
3. Grantee Representative Katie Lindstrom Deputy Director (360) 642-9300 koien@co.pacific.wa.us		4. COMMERCE Representative Cary Retlin New Initiatives Manager 360-259-8066 Cary.Retlin@commerce.wa.gov	
5. Grant Amount \$600,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 3/9/2022	8. End Date 06/30/2023
9. Federal Funds (as applicable) \$0		CFDA Number N/A	
10. Tax ID # 91-6001356	11. SWV # 0007195-15	12. UBI # 254000662	13. DUNS # 0846060016
14. Grant Purpose This grant funds outreach to community organizations to historically disadvantaged communities with the objective of helping individuals enroll in state, federal and other assistance programs.			
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 including Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget and the following documents incorporated by reference: Grantee's Proposal in response to RFP 22-36704-007.			
FOR GRANTEE _____ Katie Lindstrom, Director _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director Community Services and Housing Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Last revision 10/13/2020

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

1. GRANT MANAGEMENT

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

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

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

2. COMPENSATION

COMMERCE shall pay an amount not to exceed (\$600,000) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly. Exceptions can be made for more frequent invoicing if approved by your COMMERCE representative identified on the Face Sheet of this Agreement.

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. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

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

Invoices and End of Fiscal Year

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrants/subcontracts.

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

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

4. 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.

5. 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. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall 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 OR a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

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

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

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

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

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

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantee/subcontractors pursuant to this paragraph shall name the Grantee as beneficiary.

6. 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
- add any other attachments incorporated by reference on the Face Sheet

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" 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. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee/subcontractor" refers to any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

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

3. ADVANCE PAYMENTS PROHIBITED

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

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

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

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

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. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

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

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

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

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

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

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

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

In the event this contract 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 contract.

11. COPYRIGHT

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

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

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

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

12. DISPUTES

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

The request for a dispute hearing must:

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

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

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

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

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

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

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

13. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

14. GOVERNING LAW AND VENUE

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

15. INDEMNIFICATION

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

The 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.

16. 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.

17. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this 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.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

18. LAWS

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

19. LICENSING, ACCREDITATION AND REGISTRATION

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

20. LIMITATION OF AUTHORITY

Only the Authorized Representative or 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 Authorized Representative.

21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

The funds provided under this 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.

22. PAY EQUITY

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

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

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

23. POLITICAL ACTIVITIES

Political activity of Contractor 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.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

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

24. PUBLICITY

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

25. RECAPTURE

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

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

26. RECORDS MAINTENANCE

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

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

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

27. REGISTRATION WITH DEPARTMENT OF REVENUE

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

28. RIGHT OF INSPECTION

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

29. SAVINGS

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

30. SEVERABILITY

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

31. SITE SECURITY

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

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

32. 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.

33. SURVIVAL

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

34. TAXES

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

35. TERMINATION FOR CAUSE

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

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

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

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

36. TERMINATION FOR CONVENIENCE

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

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

37. TERMINATION PROCEDURES

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

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

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

38. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

- 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.

39. WAIVER

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

Scope of Work

This Grant is provided solely for “community organizations that serve historically disadvantaged populations to conduct outreach and assist community members in applying for state and federal assistance programs, including but not limited to those administered by the departments of social and health services; commerce; and children, youth, and families” (2021-23 Operating Budget, ESSB 5092, Laws of 2021, Sec. 129 (94)).

The Grantee commits to conducting outreach to historically disadvantaged communities with the objective of helping individuals, families and households gain access to and enroll in state, federal and other assistance programs. Examples of state programs include those administered by the Department of Social and Health Services (DSHS), the Department of Children, Youth and Families (DCYF), and Department of Commerce.

Examples of Programs and Communities targeted for service in this Grant include:

Example Programs	Example Communities (including individuals or households)
<ul style="list-style-type: none"> • Temporary Assistance for Needy Families (TANF) • Supplemental Nutrition Assistance Program (SNAP) • Women, Infants and Children (WIC) • Apple Health and Medicaid • Early Childhood Education and Assistance Program (ECEAP) • Working Connections Childcare • Workforce Innovation and Opportunities Act (WIOA) education and job training/search programs • Kinship Care • The Expanded Child Tax Credit • The Earned Income Tax Credit • Developmental Disabilities Administration Programs • Emergency Rent Assistance Program (American Rescue Plan Act) • Homeownership Fund Assistance Program (American Rescue Plan Act) • SSDI/SSI determination or enrollment • Medicaid or Apple Health enrollment • Coordinated Entry and other housing system engagement (like housing authority applications) • *Other local, state or federally supported programs including EITC or tax preparation, asset building programs, crime victim services, or legal aid. 	<ul style="list-style-type: none"> • Urban or rural BIPOC (Black, Indigenous and People of Color) • Individuals with a disability • Low-income seniors • Youth transitioning from the foster care system • LGBTQIA+, with emphasis on the Black Transgender community • Urban & Tribal Indians • Single parents with young children • Immigrants/refugees

*Additions to this list must be confirmed and authorized by email by your Commerce Representative identified on the Face Sheet of this Grant in order to confirm they are eligible.

Monthly Deliverables

Grantee shall submit the following on time with accurate and complete information so Commerce can reimburse Grantee and provide information on outreach progress to the public, the Legislature, and other interested parties.

- **Monthly invoices for reimbursement** as described in Section 3 in the Special Terms and Conditions. Invoices must be submitted on an A19 via the Secure Access Washington (SAW) online system.
- **A monthly progress report** that includes outreach metrics and a success story.
 - **Metrics** should show progress toward outreach goals described in the Grantee's proposal that resulted in awarding this Grant. Client data should NOT INCLUDE NAMES or personally identifiable information to protect privacy. Commerce may confirm clients against data reported during monitoring.

Commerce will provide a template/form for the monthly reports, which may include but not be limited to the following required metrics:

- Number of people served
 - Demographic information of those served
 - Outreach deployed (could include social media, print ads, posters)
 - Outreach contacts
 - Total caseload
 - New cases added
 - Confirmed program application (like application to TANF, Basic Food or other programs)
 - Relevant outcomes (like job interviews, housing placements, legal aid provided...)
 - Grantee targets related to metrics
- **Examples of monthly success story:**
 - Quote from client about progress
 - Social media post
 - Outcome story (household connected to service as a result of this program)

Outreach Cohort Collaboration

Grantee will participate in Commerce-coordinated online cohort meetings. Meetings will be intended to support Grantee needs, encourage collaboration and sharing best practices among all Grantees under this program, with the goals of enhancing outreach to marginalized and underserved communities. Commerce will also ask on Grantees to suggest meeting topics and help facilitate meetings so Grantees can share successes and challenges, and to receive training and support peer Grantees around the state. All Grantee staff time for participating in these meetings can be reimbursed by this Grant.

Budget

Budget Item	Calculation	Monthly Estimate (at 17 months)	Total
Outreach staff salary and benefits	\$491,095	\$28,887	\$491,095
Program costs*	Supplies - \$18,446 Travel - \$18,092 Phones & Website - \$3,910	\$2,379	\$40,445
Administrative Costs** (cannot exceed 15 percent of total budget)	Training - \$5,482 Insurance - \$4,590 Pac Co - \$58,385	\$4,026.88	\$68,457
TOTAL BUDGET	\$600,000	\$35,294.11	\$600,000

This budget may be reduced by Commerce if after January 31, 2023, this Grant is underspent and the Grantee does not have a reasonable plan to spend down the Grant amount. Commerce will attempt to prevent loss of these funds and will redirect funds to in the same region first before moving funds to other parts of the state.

Budget Category Definitions, Allowances and Restrictions:

*Program costs include:

- Staff mileage or client transportation costs
- Staff equipment including phones, phone contract costs, and computers
- Media buys
- Printing program information
- Event expenses

**Administrative costs include:

- Up to 15 percent of total budget can be used for administrative costs.
- These are expenses incurred by this project that are not budgeted as program costs including executive staff time, IT, HR, and other organization-wide fees or costs like Insurance, office space rent, etc.
- Administrative costs must be charged monthly and cannot be assessed in full at the end of the Grant period.
- Administrative costs can include training or other costs that will enhance future outreach efforts like SOAR training (for SSI/SSDI Outreach) or staff costs associated with starting up future outreach efforts like Medicaid Foundational Community Supports agreements.

Exclusions:

- These funds are not intended to support development of housing or other capital facilities.
- Commerce can refuse to pay for costs incurred that are not within this Grant.

- Grantee is responsible for verifying in writing with the Commerce Representative and whether costs not identified in this Grant are reimbursable.