

CLARK COUNTY STAFF REPORT

DEPARTMENT: Community Services

DATE:

REQUESTED ACTION:

Signature by County Manager

Consent
 Hearing
 County Manager

BACKGROUND

This contract is a **Community Services Block Grant** from the Washington State Department of Commerce in the amount of \$113,935.

It will be used to support anti-poverty programs throughout the community.

COUNCIL POLICY IMPLICATIONS

There are no policy implications; this is a continuing grant that does not require budget changes.

ADMINISTRATIVE POLICY IMPLICATIONS

There are no administrative policy implications with this grant.

COMMUNITY OUTREACH

No community outreach was required on our part. This will be done by the program after funds are allocated.

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

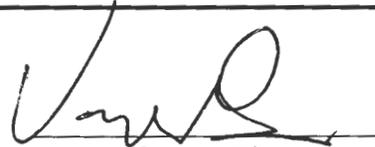
BUDGET DETAILS

Local Fund Dollar Amount	\$0
Grant Fund Dollar Amount	\$113,935
Account	Fund 1932-Community Action Grant
Company Name	State of Washington, Department of Commerce

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>


Pete Munroe, Program Manager


Vanessa Gaston, Director

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

APPROVED: 
Mark McCauley, Acting County Manager

DATE: 8/4/15

BUDGET IMPACT ATTACHMENT – N/A

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Total						

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
Total							

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total						



Department of Commerce

Innovation is in our nature.

Grant Agreement with

Clark County

through

Washington State
Community Services Block Grant (CSBG)

For

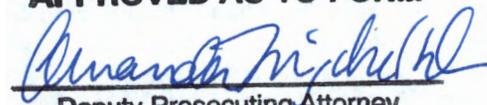
the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

Start date: July 1, 2015

FACE SHEET

Contract Number: S16-32101-206

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

1. Grantee Clark County PO Box 5000 Vancouver, WA 98666-5000		2. Grantee Doing Business As (optional)	
3. Grantee Representative Vanessa Gaston Director 360-397-2130 x-7821 Vanessa.Gaston@clark.wa.gov		4. COMMERCE Representative Karen Dunn CSBG Program Specialist 360-725-2822 Karen.Dunn@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia, WA 98504-2525 	
5. Grant Amount \$113,935	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2015	8. End Date June 30, 2017
9. Federal Funds (as applicable)		Federal Agency: _____ <u>CFDA Number</u> _____	
10. Tax ID # 91-6001299	11. SWV #	12. UBI #	13. DUNS # 03-078-3757
14. Grant Purpose To provide funding for the state Community Services Block Grant. SFY2016: \$56,962 SFY2017: \$56,973			
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: Grantee Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Reports. In addition, the Washington State CSBG Policies and Procedures, as amended from time to time, is incorporated by reference but is not attached to this Grant. The CSBG Community Action Agency budget is incorporated by reference.			
FOR GRANTEE  _____ Mark McCauley, Acting County Manager 8/4/15 _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director _____ Date	
APPROVED AS TO FORM  _____ Deputy Prosecuting Attorney		APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
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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 (\$113,935) 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:

- Grantee's compensation for services rendered shall be based on the schedule set forth in Attachment A-Scope of Work and Budget as incorporated by reference.

1. BILLING PROCEDURES AND PAYMENT

The A-19 invoices provided must be used for reimbursement requests.

Invoices shall be submitted no less than quarterly and no more than monthly by the 15th of each month, even if zero (\$0) expenditures are requested. Invoices shall describe and document, to COMMERCE's satisfaction a description of the work performed/the expenditure category, and fees. The invoice shall include the Grant Number S16-32101-206.

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 subgrantees.

2. 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

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Attachment A, Scope of Work

Attachment B, Reports

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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 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:

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

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantees participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, 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.

**SPECIAL TERMS AND CONDITIONS
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5. 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 – Reports
- Incorporated by Reference Budget
- Incorporated by Reference CSBG Community Action Work Plan
- Incorporated by Reference Washington State CSBG State Plan FFY 15 and FFY 16, or latest version

**GENERAL TERMS AND CONDITIONS
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1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "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.

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

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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

A. General Requirements

Grantee's are to procure audit services based on the following guidelines.

The Grantee shall maintain its records and accounts so as to facilitate audits and shall ensure that Subgrantees also maintain auditable records.

The Grantee is responsible for any audit exceptions incurred by its own organization or that of its Subgrantees.

COMMERCE reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

Responses to any unresolved findings and disallowed or questioned costs shall be included with the audit report. The Grantee must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Grantee.

The Grantee shall include the above audit requirements in any subgrants.

In any case, the Grantee's records must be available for review by COMMERCE.

C. Documentation Requirements

The Grantee must send a copy of any audit report no later than ~~nine (9) months after the end of~~ the Grantee's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Grantee must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter and Management Decision Letter, where applicable.

If the Contractor is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to Commerce; no other report is required.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

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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.

11. 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, Chapter 42.52 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 CONTRACTOR and their subcontractor(s) must identify any state of Washington employees or former state employees employed or on the firm's governing board during the past 24 months. 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 CONTRACTOR may be disqualified from further consideration for the award of a contract.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. 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.

12. 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

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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.

13. DISPUTES

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

The request for a dispute hearing must:

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

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

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

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.

14. 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.

15. 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.

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16. 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.

17. 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.

18. 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.

19. LAWS

The Grantee 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 (1).
- 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.**

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H. **Public records act, Chapter 42.56 RCW.**

I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

20. 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.

21. 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.

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor'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 Contractor may be declared ineligible for further Grants with COMMERCE. The Contractor 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.

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.

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

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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 terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

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

31. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or 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

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

35. TERMINATION FOR CAUSE

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

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

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

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

36. TERMINATION FOR CONVENIENCE

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

37. TERMINATION PROCEDURES

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

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

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

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

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or 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;

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3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and 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;
4. 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;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

38. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

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

SECTION 1. PURPOSE

The GRANTEE shall provide specific services in accordance with the GRANTEE'S Community Service Block Grant Community Action Plan, incorporated herein by reference, or as revised upon prior approval by COMMERCE. The GRANTEE shall adhere to the provisions of Public Law 105-285, Title II – Community Services Block Grant Program, Subtitle B -- Community Services Block Grant Program of the Community Services Block Grant Act,

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

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

SECTION 2. GRANT PERIOD

The Grant period is indicated on the Grant Face Sheet and includes two state fiscal years, SFY 16 (July 1, 2015-June 30, 2016) and SFY 17 (July 1, 2016-June 30, 2017).

For each fiscal year, half of the full grant amount is available to be spent. Unspent funds from one fiscal year cannot be carried over into the next fiscal year.

COMMERCE will not reimburse costs for work performed after the close of each fiscal year and Grant termination date. Costs to be reimbursed by COMMERCE under this Grant are those costs incurred on or after the effective date of this Grant.

SECTION 3. ALLOWABLE COSTS

Allowable use of CSBG funds shall include:

Administration Costs: Costs of a general nature not clearly identified with a particular program. These functions may include such items as: planning, budgeting, accounting and the establishment, and direction of the GRANTEE'S goals, policies, and objectives.

Administration costs shall not exceed 15 percent of the GRANTEE'S **total** agency-wide budget.

Direct Services Costs: Costs which are directly associated with services provided to eligible individuals, households or the community. These direct services costs shall include, but not be limited to the approved costs of personnel (salaries and fringe benefits), space, supplies, training, and other non-personnel costs. See also, Community Services Block Grant Program Policies and Procedures, as amended, as applicable.

SECTION 4. BUDGET

The approved budget, incorporated by reference, is the first half of the total biennium amount. Prior to the beginning of the second half of the biennium an updated budget will be required.

The GRANTEE may transfer funds among the authorized budget categories in the CSBG budget ONLY with prior approval of COMMERCE. Rationale for changes to the budget must describe planned changes in service delivery. The changes must also align with the GRANTEE'S CSBG Community Action Plan, the GRANTEE'S most recent Community Needs Assessment, and the GRANTEE'S service delivery targets set on the National Performance Indicator form which accompanies the Community Action Plan. Once approval has been given, the GRANTEE shall submit to COMMERCE an updated budget reflecting the amount(s) transferred prior to submitting expenditure reports reflecting the revisions.

SECTION 5. COMPENSATION AND PAYMENT

In order to receive payment under the grant, the GRANTEE must submit timely reports as required by COMMERCE. Payment by COMMERCE shall be made within 30 days of a properly submitted request for reimbursement in the form designated by COMMERCE.

Payment may be withheld by COMMERCE if the Grantee fails to submit COMMERCE accepted and approved reports by the due date listed in the table in Attachment B. COMMERCE may, at its sole discretion, allow the Grantee additional time to submit reports. Requests must be submitted to COMMERCE in writing and any extension granted must be approved by COMMERCE. Should the Grantee be given additional time for submission of reports, failure to follow up to requests promptly could result in withholding of payment. Failure to comply with any term of this contract may result in payment withholding as per RCW 39.26.180.

Payment may be withheld by COMMERCE if the GRANTEE fails to comply with any term of this contract.

In the month a report is due, payment will be made following successful submission of reports.

No advance requests are allowed with state funding.

SECTION 6. GOVERNING OR ADVISORY BOARD

- A. If the GRANTEE is a **non-profit entity**, it shall have a governing board constituted as follows:

The governing board of a nonprofit GRANTEE shall have a minimum of nine members. The responsibilities of the governing board of a nonprofit GRANTEE shall include, but not be limited to: the setting of all policies (program and fiscal); the selection, appointment and dismissal of the agency Executive Director; approval of all grants, grant applications, budgets and operational policies; program evaluation; and fiscal oversight, including completion of an annual audit of all agency funds.

1. One-third of the members of the board are elected public officials, currently holding office, or their representatives. If the number of elected officials available and willing to serve is less than one-third of the membership of the board, appointed public officials may be substituted in meeting this requirement.
2. At least one-third of the members are persons chosen in accordance with democratic selection procedures adequate to ensure that they are representative of the poor in the service area.
3. The remainder of the members are officials or members of business, industry, labor, religious, welfare, education, or other major groups and interests in the community.

- B. If the GRANTEE is a **local government agency or farmworker clinic**, it shall have an advisory board constituted as follows:

The Advisory Board of a local government or farmworker clinic shall have a minimum of six members. Responsibilities of the advisory board to a local government or farmworker clinic GRANTEE shall include, but not be limited to: advising the GRANTEE concerning program plans and priorities; maximizing participation of the poor in GRANTEE programs; and establishing its own operating procedures. The local government/farmworker clinic GRANTEE is responsible for

determining, subject to COMMERCE policies, major personnel, organizational, fiscal and program policies; determining overall program direction; and enforcing compliance with statutory and Grant requirements.

1. One-third of the members of the advisory board are elected public officials, currently holding office, or their representatives. If the number of elected officials available and willing to serve is less than one-third of the membership of the board, appointed public officials may be substituted in meeting this requirement.
2. Not less than one-third of the members of the advisory board must be chosen in accordance with democratic selection procedures adequate to assure that they are representatives of the poor in the area served;

OR

Another mechanism specified by COMMERCE to assure low-income citizen participation in the planning, administration and evaluation of projects for which such organization has been funded.

3. The remainder of the board shall be officials or members of business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served.

SECTION 7. PROHIBITIONS

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

SECTION 8. OUTREACH ACTIVITIES

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

The GRANTEE shall register with 2-1-1 social services telephone referral system and prominently display the number for clients. The GRANTEE shall ensure that this telephone referral system has the most updated information regarding contacts, services, and client eligibility requirements.

SECTION 9. COORDINATION

In order to avoid duplication of services, the GRANTEE shall coordinate, when possible, with Indian tribe(s) located in its service area which receive funding from HHS. The GRANTEE may develop an agreement with the tribe(s) to ensure services to tribal or non-tribal members for which the tribe did not receive HHS funding.

The GRANTEE shall coordinate its activities with other anti-poverty programs operated in the community and with the Low-Income Home Energy Assistance Program.

SECTION 10. TREATMENT OF ASSETS

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

SECTION 11. PROFESSIONAL STANDARDS FOR AUDITORS

The GRANTEE shall require that firms performing financial audits have a process for recruitment; hiring, continuous development, and evaluation of staff that perform the audits and that the persons performing an audit of funds under this contract have received training on A-133 audits within the last three years.

SECTION 12. CORRECTIVE ACTION, TERMINATION AND REDUCTION OF FUNDING.

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

1. Inform the GRANTEE of the deficiency to be corrected
2. Require the GRANTEE to correct the deficiency
3. Offer training and technical assistance, if appropriate, to help correct the deficiency

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

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

SECTION 13. APPLICABLE LAWS AND REGULATIONS

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

- Public Law 97-35, as amended; Human Services Amendments of 1994, P.L. 104-134; C.F.R. Title 45, Part 96; Coats Human Services Reauthorization Act of 1998, P.L. 105-285.
- P.L. 103-227, Pro-Children Act of 1994
- 45 C.F.R. Parts 16, 74, 95 and 96
- 42 C.F.R. Part 50

Reports

The following CSBG reports and their due dates shall include, but are not limited to:

Performance Measure Report(s)	Due Dates SFY 16 (7/1/15 - 6/30/16)	Due Dates SFY 17 (7/1/16 - 6/30/17)
<p>CSBG Community Action Plan and Progress Reports</p> <p>As per federal requirement PUBLIC LAW 105-285—OCT. 27, 1998 SEC. 676 (b) (3) (D) (11)</p> <ol style="list-style-type: none"> 1. Update targets on Work Plan to reflect any significant changes due to increased funding. <ul style="list-style-type: none"> • Response to Commerce, if needed, on supplemental requests for data and/or information within prescribed time frame unless otherwise agreed upon between COMMERCE and the Grantee. 2. Report on Work Plan targets for clients served. <ul style="list-style-type: none"> • Response to Commerce, if needed, on supplemental requests for data and/or information within prescribed time frame unless otherwise agreed upon between COMMERCE and the Grantee. 3. Report on Work Plan targets for clients served. <ul style="list-style-type: none"> • Response to Commerce on supplemental requests for or information within two business days unless otherwise agreed upon between COMMERCE and the Grantee. <p><i>(Reporting must be submitted via Commerce Web-Based E-Gov System)</i></p>	<ol style="list-style-type: none"> 1. August 15, 2015 <i>Update targets</i> 2. January 31, 2016 <i>Report on targets established for clients served from 7/1/15 – 12/31/15</i> 3. August 15, 2016 <i>Report on targets established for clients served from 1/1/16 – 6/30/16</i> 	<ol style="list-style-type: none"> 1. August 15, 2016 <i>Update targets</i> 2. January 31, 2017 <i>Report on targets established for clients served from 7/1/16 – 12/31/16</i>
<p><u>Annual CSBG Reporting (Required Federal Reporting)</u></p> <p>As per federal requirement PUBLIC LAW 105-285—OCT. 27, 1998 SEC. 678E (a) (2)</p> <ul style="list-style-type: none"> • Completed IS Report for Federal fiscal year 2015 • Follow up consultation with Commerce on variance requests within prescribed timeframe • <i>(Reporting must be submitted via Commerce Web-Based E-Gov System)</i> 	<p>Annual Report Due December 1, 2015 (for data period 10/1/14 – 9/30/15)</p>	<p>Annual Report Due December 1, 2016 (for data period 10/1/15 – 9/30/16)</p>
A-19 Vouchers (Request for Reimbursement)	Invoices shall be submitted no less than quarterly and no more than monthly by the 15 th of each month, even if zero (\$0) expenditures are requested.	
Close-out Report	60 days after grant termination date.	
Notice of Purchase of Equipment	30 days following receipt of equipment.	

Attachment B

Payment may be withheld by COMMERCE if the Grantee fails to submit COMMERCE accepted and approved reports by the due date listed in the table above. COMMERCE may, at its sole discretion, allow the Grantee additional time to submit reports. Requests must be submitted to COMMERCE in writing and any extension granted must be approved by COMMERCE. Should the Grantee be given additional time for submission of reports, failure to follow up to requests promptly could result in withholding of payment. Failure to comply with any term of this contract may result in payment withholding as per RCW 39.26.180.