

**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
202012017 – 12

Originating Department:	85 Health and Community Services
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing
Contract or Grant Administrator:	Barbara Johnson-Vinna
Contractor's / Agency Name:	Opportunity Council

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	202012017	

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	
Already approved? Council Approved Date:	(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)		

Is this a grant agreement?				
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):	CFDA#:	21.027 / 14.231	

Is this contract grant funded?			
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):	202008014 / 201907017	

Is this contract the result of a RFP or Bid process?		Contract Cost	122200 / 122300 / 114 / 122800 / 129100 /
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	Sole Source	Center: 1388502 / 674200

Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>
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- If YES, indicate exclusion(s) below:
- |   |  |
|---|--|
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | <input type="checkbox"/> Goods and services provided due to an emergency.    |
| <input type="checkbox"/> Contract work is for less than \$100,000.                            | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). |
| <input type="checkbox"/> Contract work is for less than 120 days.                             | <input type="checkbox"/> Work related subcontract less than \$25,000.        |
| <input type="checkbox"/> Interlocal Agreement (between Governments).                          | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.  |

Contract Amount:(sum of original contract amount and any prior amendments):	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b>
\$ 9,030,021	1. Exercising an option contained in a contract previously approved by the council.
This Amendment Amount:	2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
\$ 1,113,813	3. Bid or award is for supplies.
Total Amended Amount:	4. Equipment is included in Exhibit "B" of the Budget Ordinance
\$ 10,143,834	5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: This contract provides funding for the Whatcom Homeless Service Center, a centralized point of entry for homeless prevention and re-housing services for Whatcom County residents. This amendment increases funding for additional motel stays, rental assistance, and operations and provides an increase for personnel as a result of the increased costs of labor.

Term of Contract:	1 Year	Expiration Date:	12/31/2023
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Contract Routing:	1. Prepared by:	JT	Date:	03/22/2023
	2. Health Budget Approval	KR/JG	Date:	03/28/2023
	3. Attorney signoff:	RB	Date:	03/28/2023
	4. AS Finance reviewed:	A Martin	Date:	4/14/2023
	5. IT reviewed (if IT related):		Date:	
	6. Contractor Program Manager Review:		Date:	
	7. Executive Contract Review:		Date:	
	8. Council approved (if necessary):	AB2023-300	Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

**WHATCOM COUNTY CONTRACT AMENDMENT  
WHATCOM HOMELESS SERVICE CENTER**

**PARTIES:**

**Whatcom County  
Whatcom County Health Department  
509 Girard Street  
Bellingham, WA 98225**

**AND CONTRACTOR:  
Opportunity Council  
1111 Cornwall Avenue  
Bellingham, WA 98225**

**CONTRACT PERIODS:**

<b>Original &amp; Amendments #1 through #3:</b>	<b>01/01/2021 – 06/30/2021</b>
<b>Amendments #4 &amp; #5:</b>	<b>07/01/2021 – 12/31/2021</b>
<b>Amendment #6:</b>	<b>09/29/2021 – 12/31/2021</b>
<b>Amendment #7:</b>	<b>01/01/2022 – 12/31/2022</b>
<b>Amendment #8:</b>	<b>02/23/2022 – 12/31/2022</b>
<b>Amendment #9:</b>	<b>08/10/2022 – 12/31/2022</b>
<b>Amendment #10:</b>	<b>01/01/2023 – 12/31/2023</b>
<b>Amendment #11:</b>	<b>03/01/2023 – 12/31/2023</b>
<b>Amendment #12:</b>	<b>04/26/2023 – 12/31/2023</b>

**THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO**

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**DESCRIPTION OF AMENDMENT:**

1. Correct the amount of funding for the total contract period (01/01/2021 – 12/31/2023) which was stated incorrectly in amendment #11.
2. Amend Exhibit A – Scope of Work, to update program outcomes and reporting requirements. Funding for families served with motel stays was decreased between 2022 – 2023 however, there was an oversight and the number of families served was not reduced in program outcomes. This amendment aligns the amount of funding available with the appropriate number of families to be served with motel stays.
3. Amend Exhibit B – Compensation, to add \$1,113,813 in funding as follows:
  - a. Reduce American Rescue Plan Act (ARPA) funding by \$49,083 and shift those funds to the Washington State Department of Commerce Consolidated Homeless Grant (CHG) funded personnel (Housing Resource Coordinator) and benefits and to cover the ESG-CV indirect shortfall;
  - b. Add CHG funding for increased personnel costs [\$84,955 increase including the amount shifted from ARPA as described in (a.) above] motel stays (\$350,000 increase) and subsequent indirect (52,194 increase);
  - c. Add Commerce Emergency Solutions Grant (ESG-CV) funding (\$658,948 increase) for motels and rental assistance (rapid rehousing and prevention);
  - d. Add local document recording fee funding (\$16,800 increase) to support increased personnel costs and subsequent indirect.
4. Amend Exhibit H – ARPA Subaward Information to update the amount of funding obligated and committed.
5. Add Exhibit I – ESG-CV Subaward Information
6. Add Exhibit J – ESG-CV Grant
7. Funding for this contract period (01/01/2023 – 12/31/2023) is not to exceed \$5,128,564.
8. Funding for the total contract period (01/01/2021 – 12/31/2023) is not to exceed \$10,143,834.
9. All other terms and conditions remain unchanged.
10. The effective start date of the amendment is 04/26/2023.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

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APPROVAL AS TO PROGRAM: \_\_\_\_\_  
Ann Beck, Community Health & Human Services Manager Date

DEPARTMENT HEAD APPROVAL: \_\_\_\_\_  
Erika Lautenbach, Health & Community Services Director Date

APPROVAL AS TO FORM: \_\_\_\_\_  
Royce Buckingham, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

Greg Winter, Executive Director		
Contractor Signature	Print Name and Title	Date

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FOR WHATCOM COUNTY:

\_\_\_\_\_  
Satpal Singh Sidhu, County Executive Date

**CONTRACTOR INFORMATION:**

**Opportunity Council**  
1111 Cornwall Avenue  
Bellingham, WA 98225  
[Greg\\_Winter@oppco.org](mailto:Greg_Winter@oppco.org)

**EXHIBIT “A” – Amendment #12**  
**(SCOPE OF WORK)**

**I. Background**

The annual Point in Time Count of homelessness conducted in January 2022, counted 832 people in Whatcom County who were experiencing homeless, including 218 who were without shelter. Throughout the year, hundreds more face the prospect of losing their homes. The Whatcom Homeless Service Center (WHSC) was established in 2008 to serve as a centralized point of entry for homelessness prevention and re-housing services for Whatcom County residents. The WHSC implements programs and services identified in Whatcom County’s Plan to End Homelessness. The WHSC authorizes and coordinates service delivery among partner agencies and acts as fiscal agent to facilitate rental assistance and eviction prevention payments.

The WHSC is modeled upon evidence-based approaches to homelessness diversion, permanent supportive housing and rapid re-housing (RRH). WHSC housing services work to shift the focus from reliance upon night-by-night emergency shelters and costly institutional facilities in meeting the needs of those experiencing or at risk of homelessness to diversion and permanent housing. By serving as a centralized coordinating system of access to homeless services (including outreach services) and by transitioning homeless individuals and families as quickly as possible to permanent housing, WHSC will improve outcomes for homeless individuals and families and ensure more efficient use of public resources.

WHSC programs include both rental assistance and case management components. WHSC staff manages the Housing Pool list, authorizes and distributes rent subsidies to local landlords on behalf of participating clients, makes referrals to partner agencies for housing case management services, manages the Homeless Management Information Services (HMIS) data collection and reporting requirements, cultivates and maintains relationships with local landlords, and serves as liaison for homeless housing activities to the network of service providers and other community stakeholders. In response to growing community needs and safety concerns created by the COVID-19 pandemic, the WHSC expanded provision of emergency shelter to households experiencing housing instability. The motel rooms used as emergency shelter provide alternatives to congregate settings, and increase safety and linkages to housing resources for participating households.

Services will be provided to low-income and/or homeless individuals and households residing in Whatcom County. Individuals and households served must meet the eligibility requirements of the program funding sources as further referenced in Section IV. – Program Requirements.

**II. Definitions**

Diversion	Diversion can be the first response to resolving a homelessness episode by focusing on re-housing without a family entering a longer-term housing program. Diversion starts with problem-solving conversations to identify a household’s own strengths and resources, and services are tailored to meet each family’s most critical needs to quickly move into housing. Diversion services can include short-term/one-time financial support (i.e., deposit assistance, flex funding, etc.).
Housing Pool	Quasi wait list that serves clients waiting for housing services based on their needs and available resources instead of a first come, first served basis.
HMIS	Washington’s Homeless Management Information Services – A database used by housing service providers to collect and manage data gathered during the course of providing housing assistance to homeless people or households at risk of losing their housing.



Partner Agencies	Agencies that contract with Whatcom County for the delivery of housing case management services, in connection with the WHSC.
Permanent Supportive Housing Population	Chronically homeless individuals/households with significant barriers to permanent housing; will receive deep rent subsidies and intensive housing case management. Chronically Homeless Families (CHF) have one head of household that meets the definition of chronic homelessness (as stated in CHG Guidelines), and one or more dependents defined as minor children, disabled dependents, or full-time students. Household income may not exceed 50% of area median gross income as defined by HUD.
ESG-CV Prevention	An intervention providing financial assistance including rent, utilities, and case management, for households at imminent risk of or at-risk of, homelessness.
Rapid Re-housing (RRH)	An intervention in which families and individuals experiencing homelessness are rapidly connected to permanent housing through a tailored package of assistance that may include the use of time-limited financial assistance including rent and utilities, and targeted supportive services including case management.
ESG-CV Rapid Rehousing and Prevention; Other Financial Assistance	Inclusive of: rental application fees charge by the owner to all applicants; security deposits; last month's rent; moving costs; utility deposits; utility payments; landlord and volunteer incentives.
SHB 1406	SHB 1406 legislation passed in 2019 provides the ability for local communities to retain a portion of sales tax collections to use for rental assistance, operations of new units of supportive and affordable housing, and acquiring, rehabilitating, or construction of affordable housing, for residents with an income of 60% or less of the area median income.
Whatcom Homeless Service Center (WHSC)	WHSC programs provide (1) centralized coordinated system of access (including street outreach) (2) re-housing of those who become homeless (3) supportive services promoting housing stability and self-sufficiency, and (4) data management and tracking information for people receiving homeless housing services in Whatcom County and according to the Washington State Department of Commerce HIMIS data collection requirements. WHSC works in conjunction with Partner Agencies to operate all activities necessary to operate as a system.
Homeless Encampment (camp)	Any doorway, alleyway, recreational vehicle, car, or other place not meant for human habitation where an individual or group of individuals has been residing for more than one night on public land or on unauthorized private property.
CHG Eviction Prevention Rental Assistance and Other Housing Cost Assistance	Rent payments and other housing costs include monthly rent and any combination of first and last month's rent. Rent may only be paid one month at a time, although rental arrears, pro-rated rent, and last month's rent may be included with the first month's payment. Monthly rent is not time-limited. Rental arrears and associated late fees may be paid if the payment enables the household to obtain or maintain permanent housing. Arrears is not time-limited. May also include lot rent for RV or manufactured home, incentives to landlords (including reimbursement for damages), and utility payments (including up to three months of utility arrears).

### III. Statement of Work

The Contractor will be responsible for programmatic and administrative services associated with the operation of the Whatcom Homeless Service Center. Administrative and programmatic services include all activities necessary to operate the WHSC as set forth in Sections 1 and 2, below:

#### 1. **Administrative Responsibilities**

The Contractor will:

- a. Provide all Human Resource and administrative services to WHSC employees (e.g., payroll, office supplies and equipment, space rental, IT support, etc.).
- b. Perform all disbursement, accounting, financial management, and reporting functions necessary to manage the funds allocated to WHSC operations. Contractor will maintain a strong internal control system over rental subsidy and eviction prevention disbursements to assure funds are used as intended by this contract. Contractor will maintain written policies and procedures describing how these transactions are processed.
- c. Support WHSC and other housing partners in the management of the HMIS, providing troubleshooting and technical assistance, as needed.
- d. Maintain all client financial and eligibility documentation as described/referenced in Exhibit E.
- e. Maintain all financial documentation as required in Exhibits B and E.
- f. Ensure that the processes and internal controls are operating as planned and make policy adjustments, as needed.
- g. Conduct program evaluation as directed by the Whatcom County Health Department to ensure WHSC programs are meeting the Whatcom County Plan to End Homelessness and subsequent Local Plan Updates.
- h. Send staff to trainings, conferences, and technical assistance events related to carrying out the functions of WHSC and the goals of Whatcom County's Plan to End Homelessness and subsequent Local Plan Updates.

#### 2. **Programmatic Services**

The Contractor will:

- a. Manage a coordinated, centralized homeless housing intake system working collaboratively with Opportunity Council's Community Service Division and Northwest Youth Services intake staff.
- b. Maintain a Housing Pool, which includes prioritizing households for services according to need and available resources and managing a wait list.
- c. Coordinate placement of vulnerable families into Whatcom County emergency shelters for the purpose of providing safety and linkages with case management and permanent housing services.
- d. Determine and document client eligibility for WHSC rent subsidies and case management services based on funding source requirements.
- e. Refer eligible clients to partner agencies for housing case management services.
- f. Administer rental assistance – authorize and disburse subsidies based on housing assessment and determination of need and eligibility. Authorize and disburse emergency assistance per procedures as outlined in the WHSC Policies and Procedures Manual.
- g. Develop the local permanent housing inventory component of the homeless housing system – Search out new housing stock, cultivate and maintain relationships with participating landlords; provide housing search assistance to partner agencies as needed; work to create innovative housing models using best

and promising practices as identified by the National Alliance to End Homelessness or other nationally recognized homeless housing organizations.

- h. Manage the community-wide HMIS data system in compliance with the standards set forth by the Washington State Department of Commerce.
- i. Provide guidance to the partner agency staff to ensure effective operations of the WHSC system; keeping partner agencies updated in policies and procedures, HMIS requirements, research and best practices related to homeless housing, specific program requirements, and confidentiality laws.
- j. Provide leadership to community stakeholders regarding activities focused on homelessness and housing stability.
- k. Compile and keep up-to-date WHSC Policies and Procedures Manual consistent with the Washington State Department of Commerce Consolidated Homeless Grant and the Emergency Solutions Grant-CV.
- l. Chair Whatcom County Coalition to End Homelessness meetings and sponsored activities in partnership with Whatcom County Health Department.
- m. Complete the Whatcom County Coalition to End Homelessness Annual Report (Point In Time Count Report). This annual report shall be completed and ready for distribution no later than June 1. An exception to this will be made in extenuating circumstances when the annual Point in Time Count is not required by the WA State Department of Commerce.

#### **IV. Program Requirements**

**Under the terms of this contract, the Contractor will:**

1. Comply with all Washington State Department of Commerce Consolidated Homeless Grant requirements, eligible costs, policies and procedures in the Consolidated Homeless Grant Guidelines including periodic updates to the Guidelines which can be accessed at: <http://www.commerce.wa.gov/serving-communities/homelessness/consolidated-homeless-grant/>
2. Comply with all of the Department of Housing and Urban Development (HUD) coordinated entry requirements as per the HUD Notice Establishing Additional Requirements for a Continuum of Care Centralized or Coordinated Assessment System regarding the development and implementation of coordinated entry. This Notice, under the authority of 24 CFR 578.7(a)(8), establishes new requirements that Continuums of Care (CoC) and recipients of CoC Program and Emergency Solutions Grant (ESG) Program funding must meet and relate to development and use of a coordinated entry system. This Notice can be accessed at: <https://www.hudexchange.info/resource/5208/notice-establishing-additional-requirements-for-a-continuum-of-care-centralized-or-coordinated-assessment-system/>
3. Comply with relevant State of Washington, Department of Commerce Emergency Solutions COVID-19 Grant guidelines, including periodic updates to the guidelines which can be accessed at: <https://deptofcommerce.app.box.com/s/s2w7o65zm4buhz2bk7t0n3femani7tml> and <https://deptofcommerce.app.box.com/s/fsmf4pmwkroszit702j1l9cfvkv5ixmg>
  - a. Per ESG-CV Guideline 3.3.1 Landlord Incentives funding may be used to pay for landlord incentives that are reasonable and necessary to assist households in obtaining housing.
    - i. Grantees may not use ESG-CV funds to pay landlord incentives an amount that exceeds three times the rent charged for the unit.
    - ii. Landlord incentives can include signing bonuses, security deposits, costs to repair damages, and extra cleaning fees.
    - iii. Grantee must maintain program records that document that program costs are reasonable.

- b. Per ESG-CV Guideline 6.3, equipment purchased with ESG-CV funds must adhere to the requirements of 2 CFR 200.313. The disposition requirement of equipment, including vehicles, under 2 CFR 200.313(e) is not triggered as long as the per unit current market value of the item is below \$5,000.
  - i. Invoices or receipts may show multiple items with a total above \$5,000 as long as the current market value of the individual item is below \$5,000.
  - ii. An item with a current market value over \$5,000 may be retained without triggering the disposition requirements if it continues to be used for its original program or purpose (Street Outreach) after expiration of the ESG-CV grant.
  - iii. Any such equipment purchased with ESG-CV funds must be maintained in accordance with manufacturer's recommendations. Evidence of scheduled and routine maintenance must be retained and available for monitoring purposes.
4. Comply with 24 CFR 576, as follows:
  - a. Refer to [24 CFR 576.105](#) when determining eligible costs for distributing funds for Rapid Re-Housing & Prevention; Other Financial Assistance.
  - b. Refer to [24 CFR 576.101\(5\)](#) when determining eligible costs for Street Outreach Transportation activities.
5. Per the Washington State Department of Commerce [Coordinated Entry Guidelines, Section 2.1 Composition](#), include two people with lived experience of homelessness and who are not participating on behalf of an employer, within the governing body (steering committees, boards, etc.) and offer compensation for their time.
  - a. Stipends will be used to compensate people who are not serving the governing body as a component of their occupation.
  - b. Stipend recipients are selected through referrals from housing partners for individuals who have lived experience of homelessness and are interested in improving the experience and outcomes of the coordinated entry process.
  - c. The Contractor will develop a policy that outlines when and how stipends are deployed.
  - d. The Contractor's governing body meets monthly for 90 minutes and total stipends are estimated not to exceed \$3,000, annually.
6. Commit to ending homelessness in Whatcom County by:
  - a. Prioritizing unsheltered homeless households for services (as per CHG Guidelines)
  - b. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining a permanent housing (as per CHG Guidelines)
  - c. Employing a progressive engagement service model (as per CHG Guidelines)
  - d. Prioritizing households that are literally homeless when using diversion rent assistance
7. Comply with eligibility requirements for serving veterans as set forth in Whatcom County Code 2.150 and 2.152, and RCW 73.08.005 and incorporated into this contract by reference. Contractor shall determine eligibility based on Items A and B of WCC 2.150.025 and shall not have utilization of Item C for determining veteran eligibility. The point of contact for the Veteran's Assistance Fund is:

Elizabeth Witowski, Veterans Specialist  
Whatcom County Health Department  
360-778-6050  
[EWitowsk@co.whatcom.wa.us](mailto:EWitowsk@co.whatcom.wa.us)
8. Comply with eligibility requirements for serving people with rental assistance that are at risk of homelessness as set forth in Substitute House Bill 1406, and RCW 82.14.540, to include an area median income of 60% or less for those served.

9. Comply with Special Conditions of Commerce Grants incorporated herein as Exhibit E.
10. Comply with Business Associate Agreement incorporated herein as Exhibit D.
11. Comply with American Rescue Plan Act Funding Subrecipient Agreement incorporated herein as Exhibit G.
12. Comply with state confidentiality laws and regulations.
13. Commit to reporting complete quality data that is timely, truthful and accurate (as per CHG Guidelines and HMIS User Agreement).
14. Consequences of non-compliance with CHG and ESG-CV Guidelines as per the WA State Department of Commerce:
  - a. If Commerce determines that a Grantee is failing to comply with Guidelines, Terms and Conditions, Commerce will notify Grantee that Grantee will receive technical assistance and be required to respond to a corrective action plan to address and remedy the non-compliance.
  - b. If the Grantee is still out of compliance after the technical assistance, Commerce may move the Grantee into a probationary period with a second corrective action plan and may reduce the grant total by 20%.
  - c. If the Grantee remains out of compliance after the probation period, Commerce may terminate the grant per the General Terms and Conditions TERMINATION FOR CAUSE.
15. 1406 Rental Assistance Guidelines:
  - a. 1406 will be used to fund rental assistance only for households meeting 1406 eligibility criteria as outlined in RCW 82.14.540 who have been prioritized by the coordinated entry process.
  - b. Funding is to be used to in accordance with the recommendations of the Whatcom County Housing Advisory Committee.
  - c. Households must have an income of 60% or less of the area median income.
  - d. Rental assistance can be provided for up to 6 months per households, with the option to request extensions.
  - e. Case management services are not an allowable expense of this funding.

## **V. Program Outcomes**

The following are the expected outcomes of WHSC in conjunction with its partner agencies. These outcomes are for a calendar year period. The WHSC must ensure rental subsidies are available to support the expected numbers of households served as follows:

1. Re-Housing
  - a. At least 210 new households that have become homeless receive short term rent subsidies and case management.
  - b. Fewer than 15% of re-housing households will re-enter homelessness one year after stable exit from the program.
2. Permanent Supportive Housing Population
  - a. At least 60 households receive housing subsidies and case management.
    - i. Two units will be from Opportunity Council owned housing units.
  - b. Up to 4 chronically homeless (CH) families with children (FWC) will receive housing subsidies funded by a subcategory of CHG funding designated specifically for permanent supportive housing for CH FWC. Case management for these families will be funded separately and provided by the Opportunity Council Community Services Program.
  - c. At least 85% retain their housing for six months.

3. Emergency Shelter
  - a. At least 125 households will receive emergency shelter assistance in motel rooms.
  - b. At least 50% of those households are placed in permanent housing after receiving shelter services.
4. Veterans
  - a. At least 110 Veterans will receive housing subsidies and case management support. These outcomes will be achieved by leveraging additional funding resources.
  - b. Fewer than 15% of Veterans served will re-enter homelessness one year after stable exit from the program.
5. 1406 Funds
  - a. At least 35 households will receive rental assistance for permanent housing projects to prevent or end homelessness.
6. Outreach
  - a. At least 150 contacts are made with individuals experiencing unsheltered homelessness by the Homeless Outreach Team
  - b. At least 150 encampments visited by outreach team
7. Eviction Prevention
  - a. At least 140 households will be supported with ESG-CV Eviction Prevention Rental Assistance and Other Housing Cost Assistance
  - b. At least 150 households will be supported with CHG Targeted Eviction Prevention rental assistance funds

**VI. Reporting Requirements**

The Contractor shall submit two quarterly reports in formats approved by the County showing the Contractor's progress toward achieving the outcomes identified above. Quarterly reports are due on April 30<sup>th</sup>, July 31<sup>st</sup>, October 31<sup>st</sup>, and January 31<sup>st</sup>. Whatcom County Health Department may update reporting templates or formats during the contract period, and will provide advance notice of new reporting requirements prior to the start of the reporting quarter.

1. The quarterly fund reports will include:
  - a. Re-Housing:
    - i. # of households that have received short term rent subsidies and case management this quarter and year to date
    - ii. # of households who re-enter homelessness after stably exiting from re-housing services
    - iii. # of households that are Veterans
    - iv. # and % of households who re-enter homelessness within one year after stably exiting from re-housing services
  - b. Permanent Supportive Housing Assistance
    - i. # of households receiving housing subsidies and case management this quarter and year to date
    - ii. # of units will be from Opportunity Council owned housing units
    - iii. # and % who retain their housing for six months
  - c. Permanent Supportive Housing for Chronically Homeless Families with Children
    - i. # of households receiving housing subsidies and case management this quarter and year to date

- ii. # and % who retain their housing for six months
    - iii. # of households who re-entered homelessness after receiving PSH for CH FWC subsidies
  - d. Emergency Shelter
    - i. # of households who received emergency shelter assistance this quarter and year to date
    - ii. # and % of households who received emergency shelter were placed in permanent housing
  - e. Veterans
    - i. # of Veterans who received housing assistance this quarter and year to date
    - ii. # of Veterans who re-enter homelessness one year after stably exiting the program
    - iii. # of honorably discharged Veterans with at least 180 days of service provided housing assistance
    - iv. # of honorably discharged Veterans with less than 180 days of service provided housing assistance
    - v. # of general or under-honorably discharged Veterans with at least 180 days of service provided housing assistance
  - f. Outreach
    - i. # of homeless encampments visited by Homeless Outreach Team
    - ii. # of interactions with people experiencing unsheltered homelessness initiated by Homeless Outreach Team
  - g. Eviction Prevention
    - i. # of households assisted with ESG-CV Eviction Prevention Rental Assistance and Other Housing Costs Assistance
    - ii. #of households assisted with CHG Targeted Eviction Prevention rental assistance
- 2. The quarterly coordinated entry reports will include the following measures and targets:
  - a. Number of households (HHs) added to Housing Pool (HP): Annual Target 600
  - b. Number of households (HHs) added to Housing Pool (HP) this quarter:
  - c. Number of HHs removed from HP due to successful project referral: Annual Target 485
  - d. Number of HHs removed from HP due to inactivity: Annual Target 150
  - e. Of all HHs removed from HP over reporting quarter, the percent that accepted a project referral: Annual Target 75%
  - f. Number of partner agency referral requests made for households that included minors: Annual Target 150
  - g. Number of partner agency referral requests made for households that did not include minors: Annual Target 200
  - h. Number of partner agency referral requests made during this quarter (total): Annual Target 350
  - i. Mean number of days to complete referral requests for households that include minors: 3
  - j. Median number of days to complete referral requests for households that include minors: 1
  - k. Mean number of days to fill referral for households that do not include minors: 4
  - l. Median number of days to fill referral for households that do not include minors: 1

- m. Number of new staff trained to conduct intake assessments: 5
- n. Number of multi-agency housing partner meetings to improve function of local homeless/housing system with participation from WHSC staff:36
- o. Number of community stakeholder meetings with participation from WHSC staff: 36
- p. Amount of rental assistance (including eviction prevention, motel rentals, and other stabilizing financial services) dispersed on behalf of partner agency's low-income households: Annual Target is \$2,500,000
- q. Cumulative number of homeless households provided with emergency shelter in the form of motel stays between January 1, 2022 – December 31, 2022: 120
- r. Number of intakes completed by Homeless Outreach Team: 20

Additionally, the County is required to report HMIS project expenditures to the Washington State Department of Commerce for their annual report submitted to the Washington State Legislature. When requested, the Contractor shall provide the County with the necessary expenditure information in a timely manner.



**EXHIBIT “B” – Amendment #12  
(COMPENSATION)**

- I. **Budget and Source of Funding:** Funding for the contract period 1/1/2023 through 12/31/2023 may not exceed \$5,128,564. The source of funding is general funds, local document recording fees, Washington State Department of Commerce Consolidated Homeless and Hotel & RRH Grants, Emergency Solutions COVID-19 (CFDA 14.231) Grant, the Veterans Assistance Fund, and HB 1406, and County ARPA funds (CFDA 21.027). COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor’s performance of this contract. The budget for this contract is as follows:

<b>Whatcom Homeless Service Center Contract Budget</b>		
<b>*Line Item</b>	<b>Documentation Required with Invoice</b>	<b>Budget</b>
<b>**Consolidated Homeless Grant Funding (Jan – June 30, 2023)</b>		
Housing Retention Manager	Expanded GL Report for the period and as applicable, documentation including client ID, payee, amount of payment, and federally approved fringe rate	\$27,040
Motel Coordinator		\$20,800
Housing Resource Coordinator		\$15,000
Project Manager		\$39,920
HMIS Coordinator		\$24,877
50% Fringe Benefits Rate		\$63,818
Rent Payments (January – June): <i>Includes all eligible expenses under Consolidated Homeless Grant Guidelines</i>		\$515,000
Supportive Housing Rental Assistance for Families with Children		\$43,096
Targeted Eviction Prevention Rental Assistance – funding ends June 30, 2023	Expanded GL Report for the period plus documentation including client ID, payee and amount of payment	\$1,200,000
Motel room rentals for families with children – includes minor repairs, damages, and cleaning fees	GL Detail	\$600,000
Travel and Training	Mileage log to include: name of staff member, date of travel, starting point and destination of travel, number of miles traveled. Mileage will be reimbursed at the GSA rate (per <a href="http://www.gsa.gov">www.gsa.gov</a> ). Travel/Training: Include name of traveler, date, start & end point, and purpose. Receipts required for transportation costs, registration fees, etc. Lodging and meal costs follow federal guidelines ( <a href="http://www.gsa.gov">www.gsa.gov</a> ). Receipts for meals are not required.	3,000
Language Access Plan Implementation, including interpretation services, translations, and printing/publishing costs for materials	Paid invoices or receipts	5,000
<b>CHG Subtotal:</b>		<b>\$2,557,551</b>

<b>Document Recording Fees (Jan – Dec. 31, 2023)</b>		
Project Manager	Expanded GL Report for the period and as applicable, documentation including payee, purpose, amount of payment, and federally approved fringe rate	\$10,000
50% Fringe Benefits Rate		\$5,000
Direct Program Supplies, Telephone, Postage and Printing, Technology and Communication Equipment		\$4,700
Governing Body Representation/Participation stipend for individuals with lived experience of homelessness – Stipends are limited to \$75 per meeting, per member		<ul style="list-style-type: none"> <li>• Meeting Agendas</li> <li>• Meeting minutes indicating attendance of stipend recipient(s)</li> </ul>
<b>Document Recording Fees Subtotal:</b>		<b>\$22,700</b>
<b>Veteran's Funding</b>		
Rental Assistance – Veteran's Funds	Expanded GL Report for the period plus documentation including client ID, payee, and amount of payment	\$68,304
<b>Veteran's Fund Subtotal</b>		<b>\$68,304</b>
<b>ESG COVID-19 Funding (Jan – Sept 30, 2023)</b>		
<b>RRH &amp; Prevention Rental Assistance:</b>		\$250,000
Rental assistance, rental arrears, late fees		
<b>RRH &amp; Prevention Other Financial Assistance:</b>		\$615,000
Application fees, security deposits, last month's rent, moving costs, utility deposits/payments, and landlord incentives		
<b>Housing Stability Case Management:</b>		Expanded GL Report for the period plus documentation including client ID, payee, amount of payment, and federally approved fringe rate
Case Manager	\$10,400	
50% Fringe Benefit Rate	\$5,200	
<b>Total Housing Stability Case Management</b>		
<b>HMIS Coordination:</b>		
HMIS Coordinator	\$4,160	\$6,240
50% Fringe Benefit Rate	\$2,080	
<b>Total HMIS Coordination</b>		
<b>Emergency Shelter Operations:</b>		Paid invoices or receipts
Motel room rentals, minor repairs, damages, or cleaning fees		
<b>ESG-CV Subtotal</b>		<b>\$1,151,840</b>
<b>1406 Funding</b>		
Rental Assistance for Low-Income Households	Expanded GL Report for the period plus documentation including client ID, payee, and amount of payment	\$200,000
<b>1406 Subtotal:</b>		<b>\$200,000</b>

<b>ARPA Funding (Jan-Dec)</b>		
Housing Resource Coordinators	Expanded GL Report for the period and as applicable, documentation including client ID, payee, amount of payment, and federally approved fringe rate	\$78,600
50% Fringe Benefits Rate		\$39,300
Housing Retention Manager		\$27,040
50% Fringe Benefits Rate		\$13,520
Motel Coordinator		\$33,280
50% Fringe Benefits Rate		\$16,640
Coordinated Entry Program Support Specialist		\$46,869
50% Fringe Benefits Rate		\$23,434
Motel room rentals – includes minor repairs, damages, and cleaning fees		\$300,000
<b>ARPA Subtotal</b>		<b>\$578,683</b>
<b>Subtotal of all above expenses:</b>		<b>\$4,579,078</b>
<b>Indirect and Admin. Expenses</b>		
CHG Operations & Rental Assistance Funding (12%)		\$85,734
CHG PSH CH FWC Admin (12%)		\$5,171
CHG Eviction Prevention Funds (12%)		\$144,000
CHG Motel Funding (12%)		\$72,000
DRF Funding (12%)		\$2,724
ESG-CV Funding (Admin. 7%)		\$80,628
1406 Indirect (12%)		\$24,000
ARPA to cover ESG-CV indirect shortfall (5% of ESG-CV direct costs only)		\$57,592
Veteran's Fund (Admin. 12%)		\$8,196
ARPA Indirect (12%)		\$69,441
<b>Indirect and Admin. Subtotal:</b>		<b>\$549,486</b>
<b>TOTAL BUDGET:</b>		<b>\$5,128,564</b>

\*Changes to the line item budget that exceed 10% of the line item amount must be approved in writing by the County. Indirect and fringe benefit cost rates shall not exceed the current federally approved rates. All allocated direct costs must be based on approved cost allocation plan.

\*\*During this grant period, a minimum of 36% of Rental Assistance – CHG Funds - must be paid out to for-profit or nonprofit private landlords, as required by the Washington Department of Commerce.

## II. Invoicing

1. The Contractor shall submit invoices to (include contract/PO #) [HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us).
2. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15<sup>th</sup> of the month following the month of service. Invoices submitted for payment must include the items identified in the table above. Send invoice-related communication to Barbara Johnson-Vinna.
3. The Contractor shall submit the following monthly deliverables on time with truthful, accurate information:

- a. 2021-23 Report from HMIS included with the Invoice (refer to related section of the CHG Guidelines addressing this requirement).
4. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

This is not research and development.

5. Invoices must include the following statement, with an authorized signature and date:

**I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**

6. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

**“Exhibit H”  
ARPA SUBAWARD INFORMATION**

	Item Description	Contract Information
1	Subrecipient Name – Exactly as listed on <a href="http://www.SAM.gov">www.SAM.gov</a>	Opportunity Council
2	Subrecipient UEI Number: <a href="http://www.SAM.gov">www.SAM.gov</a>	M7ZPCCA7W391
3	Federal Award Identification Number (FAIN):	SLFRP1195
4	Federal Award Date (from Federal contract)	05/15/2021
5	Start and End Date of the contract:	03/03/2021 – 12/31/2026
6	Amount of Federal Funds Obligated by this action:	\$44,528,542
7	Total Amount of Federal Funds Obligated to the subrecipient by Whatcom County for this subaward (current and past obligations):	\$705,716
8	Total Amount of the Federal Award <u>committed</u> to the subrecipient through Whatcom County:	\$705,716
9	Project description from Federal Award:	Coronavirus Local Fiscal Recovery
10	Name of the Federal awarding agency:	U.S. Department of the Treasury
11	Name of the pass-through entity/entities:	Whatcom County
12	Contact information for awarding official- (Name of County project coordinator)	Barbara Johnson-Vinna
13	Contact information for awarding official- General Contact email or phone number:	360-778-6056 ( <a href="mailto:BJJohnso@co.whatcom.wa.us">BJJohnso@co.whatcom.wa.us</a> )
14	CFDA Number	21.027
15	CFDA Name Program Name	Coronavirus State & Local Fiscal Recovery Funds
16	Is the award Research and Development?	No
17	Indirect Cost Rate per the Federal Award	Not Specified
18	Federal requirements imposed on the subrecipient by Whatcom County:	See Exhibit H
19	Additional requirements imposed by Whatcom County to meet its own responsibilities to the awarding agency:	See Exhibit A
20	Indirect Rate: Subrecipient approved rate or de minimis	12%
21	Access to subrecipient’s accounting records and financial statements as needed.	Yes
22	Closeout Requirements	Yes

**“Exhibit I”  
ESG-CV SUBAWARD INFORMATION**

	Item Description	Contract Information
1	<b>Subrecipient Name (Exactly as listed in DUNS):</b> www.SAM.gov	Opportunity Council
2	<b>Subrecipient DUNS Number:</b> www.SAM.gov	M7ZPCCA7W391
3	<b>Federal Award Identification Number (FAIN):</b>	E-22-DC-53-0001
4	<b>Federal Award Date (from Federal contract)</b>	08/24/2022
5	<b>Start and End Date of the contract:</b>	08/23/2024
6	<b>Amount of Federal Funds Obligated by this action:</b>	\$3,044,770
7	<b>Total Amount of Federal Funds Obligated to the subrecipient by Whatcom County for this subaward (current and past obligations):</b>	\$1,232,468
8	<b>Total Amount of the Federal Award <u>committed</u> to the subrecipient through Whatcom County:</b>	\$1,232,468
9	<b>Project description from Federal Award:</b>	Helping people quickly regain stability in permanent housing after experiencing a housing crisis or homelessness.
10	<b>Name of the Federal awarding agency:</b>	Housing & Urban Development
11	<b>Name of the pass-through entity/entities:</b>	WA State Department of Commerce
12	<b>Contact information for awarding official- (Name of County project coordinator)</b>	Barbara Johnson-Vinna
13	<b>Contact information for awarding official- General Contact email or phone number:</b>	360-778-6056 ( <a href="mailto:BJJohnso@co.whatcom.wa.us">BJJohnso@co.whatcom.wa.us</a> )
14	<b>CFDA Number</b>	14.231
15	<b>CFDA Name Program Name</b>	Emergency Solutions Grant Program
16	<b>Is the award Research and Development?</b>	No
17	<b>Indirect Cost Rate per the Federal Award</b>	7%
18	<b>Federal requirements imposed on the subrecipient by Whatcom County:</b>	See Exhibit E
19	<b>Additional requirements imposed by Whatcom County to meet its own responsibilities to the awarding agency:</b>	See Exhibit A
20	<b>Indirect Rate: Subrecipient approved rate or de minimis</b>	12% - will not exceed 7% for this award
21	<b>Access to subrecipient’s accounting records and financial statements as needed.</b>	Yes
22	<b>Closeout Requirements</b>	Yes

COUNTY ORIGINAL

WHATCOM COUNTY  
CONTRACT NO.  
202008014



**Grant Agreement with**

Whatcom County Health Department

through

Community Services and Housing Division  
Housing Assistance Unit

**For**

Emergency Solutions Grant – COVID 19 (ESG-CV)

**Start date:** July 1, 2020

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Attachment A, Scope of Work



Attachment B, Budget

 ORIGINAL

Grant Number: 20-4613C-129

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

WHATCOM COUNTY  
CONTRACT NO.  
202008014

<b>1. Grantee</b> Whatcom County Health Department 509 GIRARD ST  BELLINGHAM, WA 98225-4005		<b>2. Grantee Doing Business As (optional)</b> N/A	
<b>3. Grantee Representative</b> Barbara Johnson-Vinna Housing Specialist (360) 778-6046 bjjohnso@co.whatcom.wa.us		<b>4. COMMERCE Representative</b> Kim Murillo Grant Manager (360) 725-2763 kim.murillo@commerce.wa.gov  1011 Plum Street SE Olympia, Washington, 98504-2525	
<b>5. Grant Amount</b> \$494,112.00	<b>6. Funding Source</b> Federal: X State: Other: N/A:	<b>7. Start Date</b> July 1, 2020	<b>8. End Date</b> June 30, 2022
<b>9. Federal Funds (as applicable)</b> \$494,112.00	<b>Federal Agency:</b> HUD	<b>CFDA Number:</b> 14.231	<b>Indirect Rate (if applicable):</b>
<b>10. Tax ID #</b> XXXXXXXXXXXXXXX	<b>11. SWV #</b> SWV0002425-01	<b>12. UBI #</b> 371010246	<b>13. DUNS #</b> N/A
<b>14. Grant Purpose</b> This grant provides resources to prevent, prepare for, and respond to the Coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homeless prevention activities to mitigate the impacts of COVID-19.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Guidelines for the Emergency Solutions Grant – COVID 19 (ESG-CV) Program.			
<b>FOR GRANTEE</b>   _____ Erka Lautenbach, Director Print Name and Title 07/16/2020 Date		<b>FOR COMMERCE</b>   _____ Diane Klontz, Assistant Director Community Services and Housing Division Date 8/18/2020  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	



Last revision 4/14/20

DEPARTMENT APPROVAL

Approved by email AD/JT  
Anne Deacon, Human Services Manager

07/16/2020  
Date

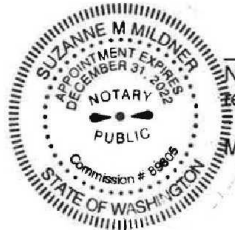
WHATCOM COUNTY

*Satpal Sidhu*

SATPAL SIDHU  
County Executive

STATE OF WASHINGTON )  
  )  
COUNTY OF WHATCOM )

On this 6<sup>th</sup> day of August, 2020, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



*Suzanne M. Mildner*

NOTARY PUBLIC in and for the State of Washington,  
residing at Bellingham.

My Commission expires: 12-31-22

APPROVED AS TO FORM

Approved by email RB/JT  
Royce Buckingham, Prosecuting Attorney

07/20/2020  
Date

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

**1. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

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

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

**2. GRANT MANAGEMENT**

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

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

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

**3. COMPENSATION**

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

**4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number 20-4613C-129. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

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

**5. SUBCONTRACTOR DATA COLLECTION**

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**6. INSURANCE**

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

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

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

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

**Automobile Liability.** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

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

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

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington

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

State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

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

**7. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Emergency Solutions Grant COVID 19 (ESG-CV) Guidelines
- HEARTH ESG Interim Rule

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

**1. DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the state of Washington.
- H. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee/subcontractor" refers to any tier.
- I. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- J. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

**2. ACCESS TO DATA**

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

**3. ADVANCE PAYMENTS PROHIBITED**

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

**4. ALL WRITINGS CONTAINED HEREIN**

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



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

**5. AMENDMENTS**

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

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

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**7. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

**9. AUDIT**

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

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

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

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

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

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

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

**LOWER TIER COVERED TRANSACTIONS**

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

**11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

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

**12. CONFLICT OF INTEREST**

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

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

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

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

**13. COPYRIGHT PROVISIONS**

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

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

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

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

**14. DISPUTES**

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

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and

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- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

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

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

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

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

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

**15. DUPLICATE PAYMENT**

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

**16. GOVERNING LAW AND VENUE**

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

**17. INDEMNIFICATION**

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

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

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

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

**18. INDEPENDENT CAPACITY OF THE CONTRACTOR**

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

**19. INDIRECT COSTS**

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

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**20. INDUSTRIAL INSURANCE COVERAGE**

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

**21. LAWS**

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

**22. LICENSING, ACCREDITATION AND REGISTRATION**

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

**23. LIMITATION OF AUTHORITY**

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

**24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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

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

**25. PAY EQUITY**

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

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

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(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

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

**26. POLITICAL ACTIVITIES**

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

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

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

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

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

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

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

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

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

**28. PUBLICITY**

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

**29. RECAPTURE**

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

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

**30. RECORDS MAINTENANCE**

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

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

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

**31. REGISTRATION WITH DEPARTMENT OF REVENUE**

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

**32. RIGHT OF INSPECTION**

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

**33. SAVINGS**

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

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**34. SEVERABILITY**

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

**35. SITE SECURITY**

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

**36. SUBGRANTING/SUBCONTRACTING**

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

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

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

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

**37. SURVIVAL**

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

**38. TAXES**

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

**39. TERMINATION FOR CAUSE**

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

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

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



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

**40. TERMINATION FOR CONVENIENCE**

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

**41. TERMINATION PROCEDURES**

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

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

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

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

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

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**42. TREATMENT OF ASSETS**

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

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

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

**43. WAIVER**

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

**Scope of Work**

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

Budget

Budget	Total
<b>Admin</b>	\$34,588.00
<b>Shelter Operations</b>	\$459,524.00
<b>Total</b>	\$494,112.00