

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Community Services

**DATE:** 12/03/15

**REQUESTED ACTION:** That the County Manager approve a 2016-17 Community Services Block Grant for funding in the amount of \$342,020 through the State of Washington Department of Commerce.

\_\_\_ Consent    \_\_\_ Hearing     X  County Manager

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### BACKGROUND

This Community Services Block Grant (CSBG) from the State of Washington Department of Commerce will provide funding in the amount of \$342,020 and will be subcontracted to three community agencies:

#### Partners in Careers: Career Academy

Career Academy is an employment readiness program for low-income families in Clark County. The program will offer employment services and supports, from determining interests and goal setting with job identification and strength assessments, to the actual process of obtaining and retaining a job.

#### Share: Hunger Response

The Hunger Response program is a combination of three hunger related programs: the Hot Meal Program which provides three meals a day to anyone who is hungry at the Share House shelter along with feeding all shelter residents at their two family shelters; the Backpack Program which provides 2,000 weekly food packs to children at 90 schools in 8 school districts; and the Summer Meals program which provides lunches to children and their families during seven weeks in the summer at 21 different sites.

#### Columbia River Mental Health Services: Hopechange Employment Navigator (HEN)

The HEN program is a supported employment program for individuals who are low-income and have a disability. This program will provide comprehensive vocational services including: developing a vocational profile, employment planning, resource coordination, direct job placement, and individual advocacy for positive employment outcomes.

- This is a new project
- This is a continuation of an existing grant

### COUNCIL POLICY IMPLICATIONS

There are no known council policy implications.

**ADMINISTRATIVE POLICY IMPLICATIONS**

There are no known administrative policy implications.

**COMMUNITY OUTREACH**

These grant funds are subcontracted in accordance with the various outcomes established in the Clark County Community Needs Assessment.

**BUDGET IMPLICATIONS**

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

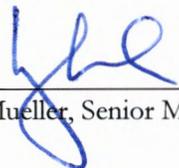
**BUDGET DETAILS**

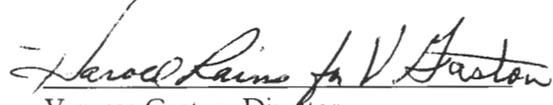
Local Fund Dollar Amount	\$0
Grant Fund Dollar Amount	\$342,020
Account	Fund 1932
Company Name	State of Washington Department of Commerce

**DISTRIBUTION:**

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

For questions, please contact Rebecca Royce or Lynn Mueller at 360-397-2130.

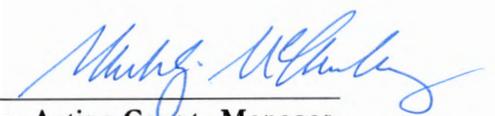
 12/03/15  
 Lynn Mueller, Senior Management Analyst

  
 Vanessa Gaston, Director

**APPROVED:** \_\_\_\_\_  
**CLARK COUNTY, WASHINGTON**  
**BOARD OF COUNTY COUNCILORS**

DATE: \_\_\_\_\_

SR# \_\_\_\_\_

**APPROVED:**   
 Mark McCauley, Acting County Manager

DATE: 12/7/15

**BUDGET IMPACT ATTACHMENT – NONE**

**Part I: Narrative Explanation**

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

**Part II: Estimated Revenues**

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
<b>Total</b>	\$0	\$0	\$0	\$0	\$0	\$0

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

**Part III: Estimated Expenditures**

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
<b>Total</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other contractables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	\$0	\$0	\$0	\$0	\$0	\$0



# Department of Commerce

Innovation is in our nature.

## **Grant Agreement with**

Clark County

through

## **Community Services Block Grant (CSBG)**

### **For**

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

**Start date:** October 1, 2015

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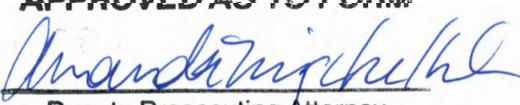
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## GRANT FACE SHEET

Grant Number: F16-32101-006

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

<b>1. Grantee</b> Clark County PO Box 5000 Vancouver, WA 98666-5000		<b>2. Grantee Doing Business As (optional)</b> _____	
<b>3. Grantee Representative</b> Vanessa Gaston Director 360-397-2130 x-7821 Vanessa.Gaston@clark.wa.gov		<b>4. COMMERCE Representative</b> Karen Dunn CSBG Specialist 360-725-2822 Karen.Dunn@commerce.wa.gov <span style="float: right;">                     PO Box 42525                      1011 Plum Street SE                      Bldg 4, 3<sup>rd</sup> Floor                      Olympia, WA 98504-2525                 </span>	
<b>5. Grant Amount</b> \$342,020.00*	<b>6. Funding Source</b> Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> October 1, 2015	<b>8. End Date</b> September 30, 2017
<b>9. Federal Funds (as applicable)</b> \$342,020.00*	<b>Federal Agency:</b> Dept. of Health & Human Services (HHS)	<b>CFDA Number:</b> 93.569	<b>Indirect Rate (if applicable):</b>
<b>10. Tax ID #</b> 91-6001299	<b>11. SWV #</b> _____	<b>12. UBI #</b> _____	<b>13. DUNS #</b> 03-078-3757
<b>14. Grant Purpose</b> This grant provides funds to alleviate the causes and conditions of poverty in communities. Funding for the Community Services Block Grant (CSBG) supports a variety of community goals including: increased stability and self-sufficiency, improved living conditions, ownership and pride in communities and strong community and family support systems. *Spending Limit: Grantee is authorized to spend \$85,292.00. This amount includes 25% of grantee's total Base allotment (\$24,900.00 of \$99,600.00) and the first quarter HHS Award of the Continuing Resolution. The remaining amount may not be spent without prior written approval from Commerce.			
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" – Reports, Attachment "C" – Certifications and Assurances. In addition, the FFY16 CSBG Budget, Community Action Work Plan, and Washington State CSBG Policies and Procedures, as amended from time to time, are incorporated by reference but are not attached to this Grant.			
<b>FOR GRANTEE</b>  _____ Mark McCauley, Acting County Manager  Date <u>12/7/15</u>		<b>FOR COMMERCE</b>  _____ Diane Klontz, Assistant Director Community Services and Housing Division  Date _____	
APPROVED AS TO FORM  _____ Deputy Prosecuting Attorney		APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

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**SPECIAL TERMS AND CONDITIONS  
FEDERAL FUNDS**

**1. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

Federal Award Date: 2016

Federal Award Identification Number (FAIN): G-16B1WACOSR

Total amount of the federal award: \$7,948,823 projected based on last federal grant

Awarding official: Patrick A. Wells 202-401-6493.

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee 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 Appropriation 75-2-1536 awarded by Department of Health and Human Services (HHS). Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Department of Health and Human Services. Grant funds are administered by the Community Services Block Grant Office, 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 (\$342,020.00) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Grantee's compensation for services rendered shall be based on the schedule set forth as incorporated by reference as the Grantee's FFY16 CSBG Community Action Work Plan and the Grantee's FFY16 CSBG Budget.

COMMERCE Federal CSBG Grants are issued annually on a 24-month cycle. They begin in October and end in September of the following year. Therefore, the time periods for the federal grants overlap. Commerce will not reimburse for expenditures under the second grant until the first grant has been fully expended and/or passed the grant end date.

In order to receive payment under the grant, the GRANTEE must comply with HHS requirements and must submit timely outcome reports as listed in Attachment B. Payment by COMMERCE shall be made within 30 days of a properly submitted request for payment in the form designated by COMMERCE.

Grantee is authorized to spend \$85,292.00. This amount includes 25% of grantee's total Base allotment (\$24,900.00 of \$99,600.00) and the first quarter HHS Award of the Continuing Resolution. The remaining amount may not be spent without prior written approval from Commerce.

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

Invoices shall be submitted no less than quarterly and no more than monthly by the 15<sup>th</sup> of each month, even if zero expenditures are requested. Invoices shall describe and document, to COMMERCE's satisfaction a description of the work performed/the service category, and reimbursement requested. The invoice shall include the Grant Number F16-32101-006.

**SPECIAL TERMS AND CONDITIONS  
FEDERAL FUNDS**

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.

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

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.

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.

**5. INSURANCE**

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

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

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

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

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

**SPECIAL TERMS AND CONDITIONS  
FEDERAL FUNDS**

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

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

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantee/subcontractors pursuant to this paragraph shall name the Grantee as beneficiary.
- C. The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

**6. GOVERNING OR ADVISORY BOARD REQUIREMENTS**

**a. Non-Profit Entity**

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

- 1. At least one-third of the members are democratically-selected representatives of the low-income community;
- 2. One-third are local elected officials (or their representatives) and;
- 3. The remaining members are from major groups and interests in the community.

**B. Local Government or Farmworker Clinic**

The advisory board of a local government or farm worker clinic Grantee shall have a minimum of six members. Responsibilities of the advisory board to a local government or farm worker clinic GRANTEE shall include, but not be limited to: advising the Grantee concerning program plans and priorities; maximizing participation of the poor in Grantee programs; and establishing its own operating procedures. The local government Grantee is responsible for determining, subject to COMMERCE policies, major personnel, organizational, fiscal and program policies; determining overall program direction; and enforcing compliance with statutory and Grant requirements.

## **SPECIAL TERMS AND CONDITIONS FEDERAL FUNDS**

At least one-third of the members of the advisory board must be chosen in accordance with democratic selection procedures adequate to assure that they are representatives of the low-income in the area served; or another mechanism specified by COMMERCE to assure low-income citizen participation in the planning, administration and evaluation of projects for which such organization has been funded.

### **7. OUTREACH ACTIVITIES**

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

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

### **8. COORDINATION**

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

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

### **9. TREATMENT OF ASSETS**

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

### **10. PROFESSIONAL STANDARDS FOR AUDITORS**

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

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

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

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

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

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

## **SPECIAL TERMS AND CONDITIONS FEDERAL FUNDS**

A determination to terminate the designation or reduce the funding of a Grantee is reviewable by HHS.

### **12. APPLICABLE LAWS AND REGULATIONS**

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

- Public Law 97-35, as amended; Human Services Amendments of 1994, P.L. 104-134; C.F.R. Title 45, Part 96; Coats Human Services Reauthorization Act of 1998, P.L. 105-285 (42 U.S.C. 106)
- P.L. 103-227, Pro-Children Act of 1994
- 45 C.F.R. Parts 16, 74, 95 and 96
- 42 C.F.R. Part 50

### **13. 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 – Reporting
- Attachment C – Certifications and Assurances

**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**

**A. General Requirements**

Grantees are to procure audit services based on the following guidelines.

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

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

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

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

**B. Federal Funds Requirements – 2 CFR Part 200**

Grantees expending \$750,000 or more in a fiscal year (that begins after December 26, 2014) in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200. For fiscal years beginning prior to December 26, 2014, Grantees are required to have an audit conducted in accordance with Federal audit requirements. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:

- Grantor agency name
- Federal agency
- Federal program name
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
- Grantor contract number
- Total award amount including amendments (total grant award)
- Current year expenditures

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If the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Grantee in accordance with 2 CFR Part 200.

The Grantee shall include the above audit requirements in any Subgrants/subcontracts.

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

**C. Documentation Requirements**

The Grantee must send a copy of any required audit Reporting Package as described in 2 CFR, Part 200 no later than nine (9) months after the end of the Grantee's fiscal year(s) by sending a scanned copy to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov) or a printed copy to:

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

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

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

**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:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  2. 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;
  3. 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
  4. 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.
- 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:

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

**12. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this Grant if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this Grant.

In the event this Grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the Grant by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive

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

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

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

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

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

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

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**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**

It is understood and agreed that this Grant is solely for the benefit of the parties to the Grant and gives no right to any other party. No joint venture or partnership is formed as a result of this Grant.

Responsibility. Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of this Agreement and any Program Agreement. No party to this Agreement or any Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement and any Program Agreement. COMMERCE and the County shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. COMMERCE and the County agree to notify the attorneys of record in any tort lawsuit where both are parties if either COMMERCE or the County enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.

Subgrants shall include a comprehensive indemnification clause holding harmless the Grantee, the Department, the state of Washington, its officers, employees and authorized agents.

**18. INDEPENDENT CAPACITY OF THE GRANTEE**

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

**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.

**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 Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

**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, including, but not limited to:

**United States Laws, Regulations and Circulars (Federal)**

**A. Audits**

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**B. Labor and Safety Standards**

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.  
Drug-Free Workplace Act of 1988, 41 USC 701 et seq.  
Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.  
Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.

**C. Laws against Discrimination**

Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90  
Nondiscrimination in Federally Assisted Programs.  
Americans with Disabilities Act of 1990, Public Law 101-336.  
Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.  
Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.  
Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.  
Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794.  
Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631.  
Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.  
Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).  
Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.  
Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.  
Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.  
Section 3, Housing and Urban Development Act of 1968, 12 USC 1701u (See 24 CFR 570.607(b)).

**D. Office of Management and Budget Circulars**

2 CFR Parts 200

**E. Other**

Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 U.S.C. 1501-8.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352. (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352 provides that Grantees who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Non-Supplanting Federal Funds.

Section 8 Housing Assistance Payments Program.

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**F. Privacy**

Privacy Act of 1974, 5 U.S.C. 552a.

**Washington State Laws and Regulations**

- A. Affirmative action, RCW 41.06.020 (1).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17A RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

**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 Grant.

**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 Grant. 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.

**25. POLITICAL ACTIVITIES**

Political activity of Grantee 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.

**26. 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 Contract.

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:

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1. 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.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
  - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
  - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
  - c. Positive efforts shall be made to use small and minority-owned businesses.
  - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
  - e. 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.
  - f. Some form of price or cost analysis should be performed in connection with every procurement action.
  - g. Procurement records and files for purchases shall include all of the following:
    - 1) Grantee selection or rejection.
    - 2) The basis for the cost or price.
    - 3) Justification for lack of competitive bids if offers are not obtained.
  - h. A system for contract administration to ensure Grantee conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.
4. Grantee and Subgrantee/subcontractor must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Grant 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.

**27. 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.

**28. 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.

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**29. 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.

**30. REGISTRATION WITH DEPARTMENT OF REVENUE**

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

**31. 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.

**32. 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.

**33. 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.

**34. SITE SECURITY**

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

**35. SUBGRANTING/SUBCONTRACTING**

The Grantee may only sub-grant/sub-contract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves sub-granting/sub-contracting, the Grantee shall maintain written procedures related to sub-granting/sub-contracting, as well as copies of all sub-grants/sub-contracts and records related to sub-grants/sub-contracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its sub-granting/sub-contracting procedures as they relate to this Grant; (b) prohibit the Grantee from sub-granting/sub-contracting with a particular person or entity; or (c) require the Grantee to rescind or amend a sub-grant/sub-contract.

Every sub-grant/sub-contract shall bind the Subcontractor/subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor/subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor/subgrantee to assure fiscal conditions of this Grant. In no event

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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 Subgrantee's performance of the subgrant/contract.

**36. 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.

**37. 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.

**38. TERMINATION FOR CAUSE**

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

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

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

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

**39. 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.

**40. 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.

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COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

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

**41. 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.

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

**42. 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 shall provide specific services in accordance with the Grantee's Community Service Block Grant (CSBG) Community Action Plan, incorporated herein by reference, or as revised upon prior approval by COMMERCE. COMMERCE'S approval shall not be withheld unless the revision is determined to be inconsistent with federal requirements of the CSBG Act. The Grantee shall adhere to the provisions of Public Law 105-285, Title II – Community Services Block Grant Program, Subtitle B -- Community Services Block Grant Program of the Community Services Block Grant Act.

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

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

Activities will be supported through planning and coordinating service provision; by using innovative and community-based approaches; and through broadening of the resource base.

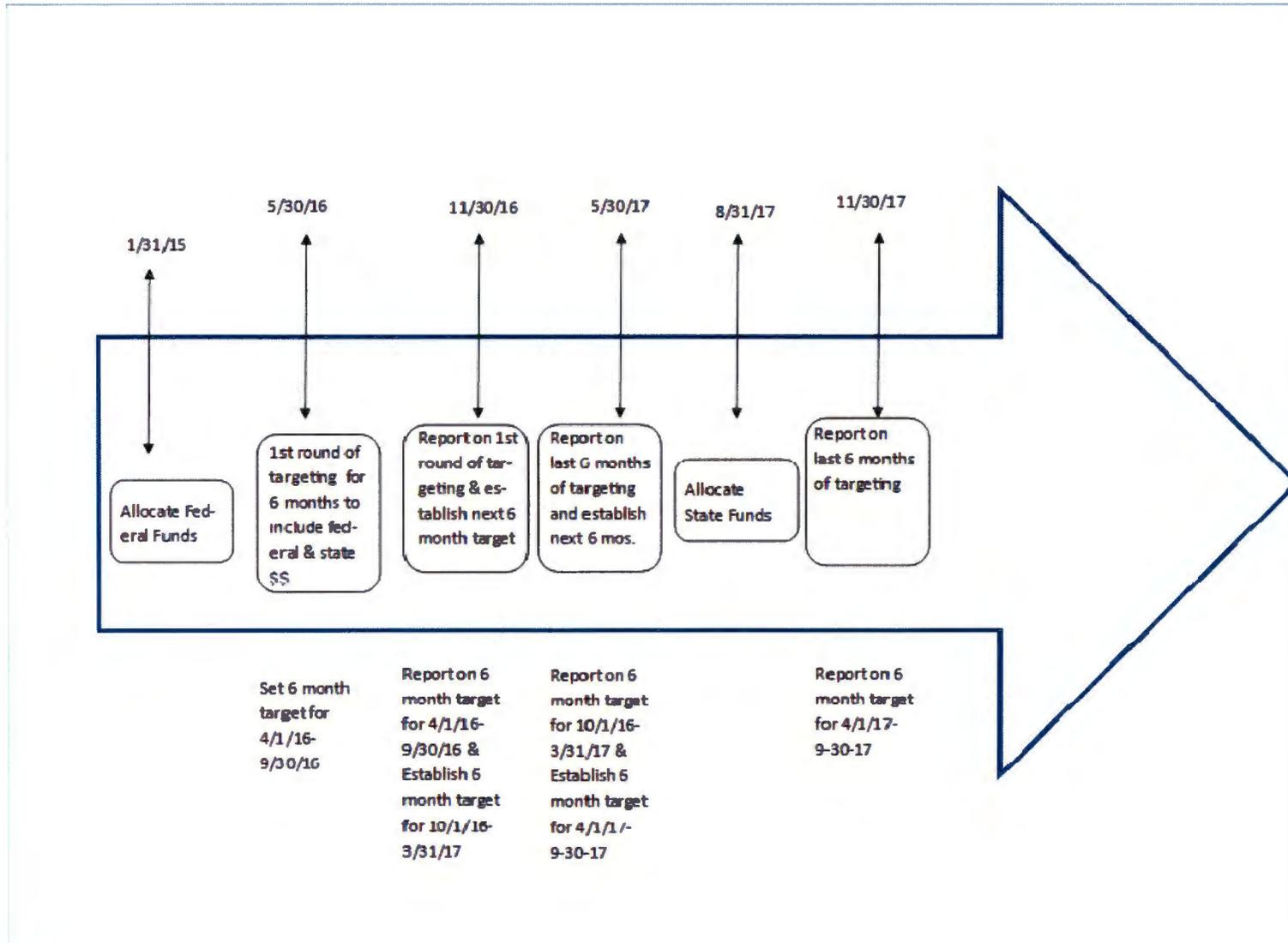
<b>REPORTS</b>
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The following CSBG reports and their due dates shall include, but are not be limited to:

Report Type	Report Due Dates
<p><b>CSBG Community Action Allocation</b></p> <ol style="list-style-type: none"> <li>1. Allocate Federal funds for 10/1/15 – 9/30/17</li> <li>2. Allocate State funds for 7/1/16 – 6/30/17</li> </ol> <p><i>(Reporting must be submitted via Commerce Web-Based System)</i></p>	<ol style="list-style-type: none"> <li>1. January 31, 2015</li> <li>2. August 31, 2016</li> </ol>
<p><b>CSBG Community Action Plan Progress Reports</b></p> <ol style="list-style-type: none"> <li>1. Establish six month <b>targets</b> (to include projected federal and state funding) for clients served from 4/1/16 – 9/30/16</li> <li>2. Report on six month <b>progress</b> for clients served from 4/1/16 - 9/30/16</li> <li>3. Establish six month <b>targets</b> for clients served from 10/1/16 - 3/31/17</li> <li>4. Report on six month <b>progress</b> for clients served from 10/1/16 - 3/31/17</li> <li>5. Establish six month <b>targets</b> for clients served from 4/1/17 - 9/30/17</li> <li>6. Report on six month <b>progress</b> for clients served from 4/1/17-9/30/17</li> </ol> <p><i>(Reporting must be submitted via Commerce Web-Based System)</i></p>	<ol style="list-style-type: none"> <li>1. May 30, 2016</li> <li>2. November 30, 2016</li> <li>3. November 30, 2016</li> <li>4. May 30, 2017</li> <li>5. May 30, 2017</li> <li>6. November 30, 2017</li> </ol>
<p><b><u>2016 Annual CSBG IS Reporting</u></b></p> <ul style="list-style-type: none"> <li>• Section D (Accomplishments and Coordination of Funds)</li> <li>• Section F (Resources Administered)</li> <li>• Section G (Program Participant Characteristics)</li> <li>• National Performance Indicator Goals</li> </ul> <p><i>(Reporting must be submitted via Commerce Web-Based System)</i></p>	<p>Annual Report Due December 30, 2016 (for data period 10/1/15 – 9/30/16)</p>
<p><b>A-19 Invoices/Requests for Reimbursements</b></p> <p><i>(A-19/Requests for Reimbursements can be submitted by mail or electronically)</i></p>	<p>Invoices shall be submitted not less than quarterly but not more than monthly and by the 15<sup>th</sup> of each month, even if zero expenditures are requested.</p>

<b>Close-out Reports</b>	60 days after grant termination date.
<b>Notice of Purchase of Equipment \$5,000 or more</b>	30 days following receipt of equipment.

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



**CSBG FEDERAL GRANT CERTIFICATIONS/ASSURANCES**  
**CSBG FEDERAL GRANT CERTIFICATIONS/ASSURANCES**

The following four certifications are required per US. Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Community Services Block Grant Program, Information Memorandum, Transmittal No. 125, dated June 20, 2011.

Instructions for Submittal: Please complete the following four certifications by having the authorizing party sign each document. Please ensure to also include their correct title, the FFY16 grant number, and current date. Scan and send an electronic copy of these four certifications to [CSBG@Commerce.WA.Gov](mailto:CSBG@Commerce.WA.Gov). **Your CSBG FFY16 Grant will not be executed until the required Certifications are signed and submitted.**

## 1. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

### **Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)**

1. By submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

**Controlled substance** means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

**Conviction** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

**Criminal drug statute** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

**Employee** means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about --
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with this grant:

Place of Performance (Street address, city, county, state, zip code)

1300 Franklin St.
Vancouver, WA 98660
Clark County

Signature Mark McCauley  
 Title Mark McCauley, Acting County Manager

Date 12/7/15

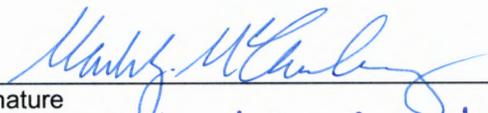
**APPROVED AS TO FORM**

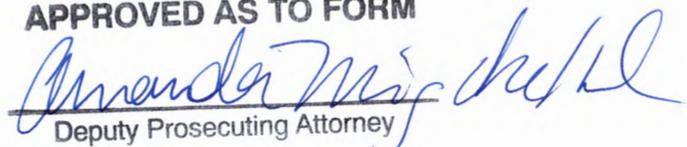
Amander Nichols  
 Deputy Prosecuting Attorney

**2. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

  
\_\_\_\_\_  
Signature  
**Mark McCauley, Acting County Manager**  
\_\_\_\_\_  
Title  
12/7/15  
\_\_\_\_\_  
Date  
**File-32101-006**  
\_\_\_\_\_  
CSBG FFY16 Grant Number

**APPROVED AS TO FORM**  
  
\_\_\_\_\_  
Deputy Prosecuting Attorney

**3. CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

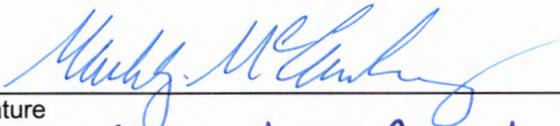
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

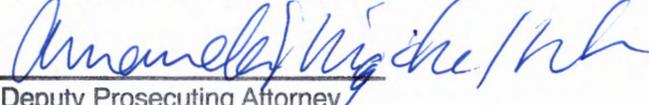
If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
 \_\_\_\_\_  
 Signature  
 Mark McCauley, Acting County Manager  
 \_\_\_\_\_  
 Title

12/7/15  
 \_\_\_\_\_  
 Date

File-32101-006  
 \_\_\_\_\_  
 CSBG FFY16 Grant Number

**APPROVED AS TO FORM**

  
 \_\_\_\_\_  
 Deputy Prosecuting Attorney

#### 4. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions (*Instructions for Certification*)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal 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 (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) 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 this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions (*Instructions for Certification*)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

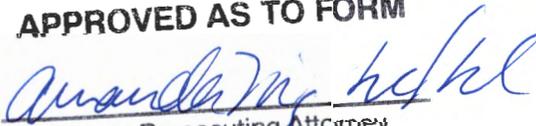
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, 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.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

  
\_\_\_\_\_  
Signature  
**Mark McCauley, Acting County Manager**  
\_\_\_\_\_  
Title  
12/7/15  
\_\_\_\_\_  
Date  
**File-32101-006**  
\_\_\_\_\_  
CSBG FFY16 Grant Number

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Deputy Prosecuting Attorney