Grant Number: 16-46108-37 Amendment: C

Washington State Department of Commerce Community Services and Housing Division Housing Assistance Unit

Consolidated Homeless Grant (CHG) 1. Grantee 2. Grantee Doing Business As (optional) Yakima County Financial Services 128 N 2ND ST RM 231 N/A YAKIMA, WA 98901-2639 3. Grantee Representative (only if updated) 4. COMMERCE Representative (only if updated) Tim Sullivan Jeff Spring 1011 Plum Street SE Homeless Program Manager CHG Program Manager Olympia, Washington, 98504-(509) 424-4695 (360) 725-2991 2525 tim.sullivan@yvcog.org (360) 586-5880 (fax) jeff.spring@commerce.wa.gov 5. Original Grant Amount 6. Amendment Amount 7. New Grant Amount (and any previous amendments) \$1,924,309.00 -\$119,707.78 \$1,804,601.22 8. Amendment Funding Source 9. Amendment Start Date 10. Amendment End Date Federal: State: Other: X N/A: August 22, 2016 June 30, 2017 11. Federal Funds (as applicable): Federal Agency: CFDA Number: N/A 12. Amendment Purpose: Amendment C removes unspent SFY 2016 Housing and Essential Needs funding that is no longer available. COMMERCE, defined as the Department of Commerce, and the Grantee acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" - Budget, and Attachment "C" - Guidelines for the Consolidated Homeless Grant (as they may be revised from time to time). A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant As Amended". FOR GRANTEE FOR COMMERCE Signature Diane Klontz, Assistant Director Community Services and Housing Division Michael D. Leita, Chairman Print Name and Title August 30, 2016 APPROVED AS TO FORM ONLY Date Sandra Adix Assistant Attorney General 3/20/2014 Date

CHG 16-46108-37 Amendment C with Washington State Department of Commerce

**DONE** this 30<sup>th</sup> day of August, 2016

BOARD OF YAKIMA COUNTY COMMISSIONERS

ouchey, Commissioner

Excused

Attest: Tiera L. Girard

-Clerk of the Board

Linda Kay O'Hara Deputy Clerk of the Board

BOCC269-2016 August 30, 2016

Approved as to form:

Deputy Prosecuting Attorney い5ろみ 件35401

J. Rand Elliott, Commissioner

Constituting the Board of County Commissioners for Yakima County, Washington

This Grant is **amended** as follows:

1- , , , , ,

#### **Attachment B**

### Budget

Budget Categories	Original	This Amendment	New Total		
	CHG Base				
Admin	\$98,278.00		\$98,278.00		
Fac Support- For-Profit Lease	\$36,348.00		\$36,348.00		
Fac Support- Other Lease and Fac Costs	\$123,420.00		\$123,420.00		
Rent- For-Profit Rent	\$214,966.00		\$214,966.00		
Rent- Other Rent and Housing Costs	\$		\$		
Operations	\$182,226.00		\$182,226.00		
	TANF				
TANF- For-Profit Rent	\$23,661.00		\$23,661.00		
TANF- Other Rent and Housing Costs	\$		\$		
TANF- Operations	\$42,066.00		\$42,066.00		
HEN F	Y 2016 (January 2016-Ju	une 2016)			
HEN- Admin 2016	\$29,079	-\$5,874.15	\$23,204.85		
HEN- Rent and Housing Costs 2016	\$360,114	-\$95,981.09	\$264,132.91		
HEN- Operations 2016	\$97,831	-\$17,852.54	\$79,978.46		
HEN FY 2017 (July 2016-June 2017)					
HEN- Admin 2017	\$42,768.00		\$42,768.00		
HEN- Rent and Housing Costs 2017	\$529,657.00		\$529,657.00		
HEN- Operations 2017	\$143,895.00		\$143,895.00		
Total					
Total	\$1,924.309.00	-\$119,707.78	\$1,804,601.22		

Grant Number: 16-46108-37

Amendment: B

# Washington State Department of Commerce Community Services and Housing Division Housing Assistance Unit

Consolidated Homeless Grant (CHG)

1. Grantee Yakima County Financial Services 128 N 2ND ST RM 231 YAKIMA, WA 98901-2639		2. Grantee Doing Business As (optional) N/A			
3. Grantee Representative (only if updated) Tim Sullivan Homeless Program Manager (509) 424-4695 tim.sullivan@yvcog.org		4. COMMERCE Representative (only if updated)  Jeff Spring 1011 Plum Street SE  CHG Program Manager Olympia, Washington, 98504- (360) 725-2991 2525 (360) 586-5880 (fax) jeff.spring@commerce.wa.gov			
5. Original Grant Amount (and any previous amendments)	6. Amendment Amo	ount 7. New Grant Amount		Grant Amount	
\$790,701	\$1,13	\$1,133,608 \$1,924,		\$1,924,309	
8. Amendment Funding Source	The state of the s	9. Amendment Star	t Date	10. Amendment End Date	
Federal: State: Other: X	N/A:	June 1, 2016		June 30, 2017	
11. Federal Funds (as applicable):	Federal Agency:	No.	CFDA	Number:	
N/A	N/A	N		N/A	
COMMERCE, defined as the Department of Amended and attachments and have execut above. The rights and obligations of both p	of Commerce, and the Greed this Grant Amendment of this Grant As A	nt on the date below to mended are governed	start as of	the date and year referenced	
COMMERCE, defined as the Department of	of Commerce, and the Greed this Grant Amendment of the Grant As A Grant Terms and Condelines for the Consolidate oched to and made a part	nt on the date below to mended are governed it itions including Attach d Homeless Grant (as of the original Grant b	start as of by this Gr iment "A" they may	f the date and year referenced ant Amendment and the following — Scope of Work, Attachment he revised from time to time). A	
COMMERCE, defined as the Department of Amended and attachments and have execut above. The rights and obligations of both p other documents incorporated by reference: "B" – Budget, and Attachment "C" – Guide copy of this Grant Amendment shall be atta	of Commerce, and the Greed this Grant Amendment of the Grant As A Grant Terms and Condelines for the Consolidate oched to and made a part	nt on the date below to mended are governed it itions including Attach d Homeless Grant (as of the original Grant b	start as of by this Gr iment "A" they may	the date and year referenced ant Amendment and the following — Scope of Work, Attachment he revised from time to time.) A	
COMMERCE, defined as the Department of Amended and attachments and have execute above. The rights and obligations of both pother documents incorporated by reference: "B" – Budget, and Attachment "C" – Guide copy of this Grant Amendment shall be attach Any reference in the original Grant to the "CFOR GRANTEE"	of Commerce, and the Greed this Grant Amendment of the Grant As A Grant Terms and Condelines for the Consolidate oched to and made a part	nt on the date below to mended are governed itions including Attached Homeless Grant (as of the original Grant borant As Amended".	start as of by this Gr iment "A" they may	f the date and year referenced ant Amendment and the following — Scope of Work, Attachment he revised from time to time.) A	
COMMERCE, defined as the Department of Amended and attachments and have execut above. The rights and obligations of both p other documents incorporated by reference: "B" – Budget, and Attachment "C" – Guide copy of this Grant Amendment shall be attach Any reference in the original Grant to the "CFOR GRANTEE	of Commerce, and the Greed this Grant Amendment of the Grant As A Grant Terms and Condelines for the Consolidate oched to and made a part	nt on the date below to mended are governed itions including Attached Homeless Grant (as of the original Grant borant As Amended".	start as of by this Gr ment "A" they may etween Co	f the date and year referenced ant Amendment and the following — Scope of Work, Attachment be revised from time to time). A DMMERCE and the Grantee.	
COMMERCE, defined as the Department of Amended and attachments and have execute above. The rights and obligations of both pother documents incorporated by reference: "B" – Budget, and Attachment "C" – Guide copy of this Grant Amendment shall be attach Any reference in the original Grant to the "Gould of the state of	of Commerce, and the Greed this Grant Amendment of the Grant As A Grant Terms and Condelines for the Consolidate oched to and made a part	nt on the date below to mended are governed itions including Attached Homeless Grant (as of the original Grant berant As Amended".  FOR COMMERCE  Diane Klonte, Assista	start as of by this Gr ment "A" they may etween Co	f the date and year referenced ant Amendment and the following — Scope of Work, Attachment be revised from time to time). A DMMERCE and the Grantee.	
COMMERCE, defined as the Department of Amended and attachments and have executed above. The rights and obligations of both pother documents incorporated by reference: "B" – Budget, and Attachment "C" – Guide copy of this Grant Amendment shall be attach any reference in the original Grant to the "Grant Grant to the "Grant Grant to the "Grant Grant Grant to the "Grant Grant Gra	of Commerce, and the Greed this Grant Amendment of the Grant As A Grant Terms and Condelines for the Consolidate oched to and made a part	nt on the date below to mended are governed itions including Attached Homeless Grant (as of the original Grant berant As Amended".  FOR COMMERCE  Diane Klonte, Assista	start as of by this Gr ment "A" they may etween Co	f the date and year referenced ant Amendment and the following — Scope of Work, Attachment be revised from time to time). A DMMERCE and the Grantee.	
COMMERCE, defined as the Department of Amended and attachments and have execut above. The rights and obligations of both pother documents incorporated by reference: "B" – Budget, and Attachment "C" – Guide copy of this Grant Amendment shall be attaching the copy of this Grant Amendment shall be attaching reference in the original Grant to the "CFOR GRANTEE  Signature  Michael D. Leita, Chairman  Print Name and Title  June 28, 2016	of Commerce, and the Greed this Grant Amendment of the Grant As A Grant Terms and Condelines for the Consolidate oched to and made a part	nt on the date below to mended are governed itions including Attached Homeless Grant (as of the original Grant be trant As Amended".  FOR COMMERCE  Diane Klontz, Assista Community Services:	start as of by this Gr iment "A" they may etween Co nt Directo and Housi	f the date and year referenced ant Amendment and the following — Scope of Work, Attachment be revised from time to time). A DMMERCE and the Grantee.	
COMMERCE, defined as the Department of Amended and attachments and have executed above. The rights and obligations of both pother documents incorporated by reference: "B" – Budget, and Attachment "C" – Guide copy of this Grant Amendment shall be attach any reference in the original Grant to the "General Grant to the "General Grant Grant to the "General Grant Grant Grant Grant Grant Grant Teles Grant	of Commerce, and the Gred this Grant Amendment of the Construction of the Consolidate of	nt on the date below to mended are governed itions including Attached Homeless Grant (as of the original Grant be drant As Amended".  FOR COMMERCE  Diane Klontz, Assista Community Services a	start as of by this Gr iment "A" they may etween Co int Directo and Housi	f the date and year referenced ant Amendment and the following — Scope of Work, Attachment be revised from time to time). A DMMERCE and the Grantee.	

Grant Number: 16-46108-37

Amendment: B

#### Washington State Department of Commerce Community Services and Housing Division Housing Assistance Unit

Consolidated Homeless Grant (CHG) 1. Grantee 2. Grantee Doing Business As (optional) Yakima County Financial Services 128 N 2ND ST RM 231 YAKIMA, WA 98901-2639 3. Grantee Representative (only if updated) 4. COMMERCE Representative (only if updated) Tim Sullivan Jeff Spring 1011 Plum Street SE Homeless Program Manager CHG Program Manager Olympia, Washington, 98504-(509) 424-4695 (360) 725-2991 2525 tirn.sullivan@yvcog.org (360) 586-5880 (fax) jeff.spring@commerce.wa.gov 5. Original Grant Amount 6. Amendment Amount 7. New Grant Amount (and any previous amendments) \$790,701 \$1,133,608 \$1,924,309 8. Amendment Funding Source 9. Amendment Start Date 10. Amendment End Date Federal: State: Other: X N/A: June 1, 2016 June 30, 2017 11. Federal Funds (as applicable): Federal Agency: CFDA Number: N/A N/A N/A 12. Amendment Purpose: Amendment B adds additional CHG base funding and SFY 2017 HEN funding. The SFY 2017 HEN funding is not available for expenditure until July 1, 2016. COMMERCE, defined as the Department of Commerce, and the Grantee acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" - Budget, and Attachment "C" - Guidelines for the Consolidated Homeless Grant (as they may be revised from time to time). A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant As Amended". FOR GRANTEE FOR COMMERCE Diane Klontz, Assistant Director Community Services and Housing Division Michael D. Leita, Chairman Print Name and Title June 28, 2016 APPROVED AS TO FORM ONLY Date Sandra Adix Assistant Attorney General Date

This Grant is **amended** as follows:

Attachment B

### Budget

Budget Categories	Original	This Amendment	New Total
×	Sal		
¥	CHG Base		
Admin	\$35,691	\$62,587	\$98,278
Fac Support- For-Profit Lease	\$13,200	\$23,148	\$36,348
Fac Support- Other Lease and Fac Costs	\$44,820	\$78,600	\$123,420
Rent- For-Profit Rent	\$78,063	\$136,903	\$214,966
Rent- Other Rent and Housing Costs	\$	\$	\$
Operations	\$66,176	\$116,050	\$182,226
	TANF		(0)
TANF- For-Profit Rent	\$23,661	\$	\$23,661
TANF- Other Rent and Housing Costs	\$	\$	\$
TANF- Operations	\$42,066	\$	\$42,066
HEN F	Y 2016 (January 2016-Ju	ine 2016)	
HEN- Admin 2016	\$29,079	\$	\$29,079
HEN- Rent and Housing Costs 2016	\$360,114	\$	\$360,114
HEN- Operations 2016	\$97,831	\$	\$97,831
HEN	FY 2017 (July 2016-Jun	e 2017)	
HEN- Admin 2017	\$	\$42,768	\$42,768
HEN- Rent and Housing Costs 2017	, 1 - z \$ m	\$529,657	\$529,657
HEN- Operations 2017	\$	\$143,895	\$143,895
	Total		
Total	\$790,701	\$1,133,608	\$1,924,309

## RECEIVED

APR 04 2016 CSHD

Washington State Department of Commerce Community Services and Housing Division **Housing Assistance Unit** Consolidated Homeless Grant (CHG)

**Grant Number**: 16-46108-37

Amendment: A

1. Grantee Yakima County Financial Services 128 N 2ND ST RM 231 YAKIMA, WA 98901-2639		2. Grantee Doing Business As (optional) N/A		
3. Grantee Representative (only if updated) Tim Sullivan Homeless Program Manager (509) 424-4695 tim.sullivan@yvcog.org		4. COMMERCE Representative (only if updated)  Jeff Spring 1011 Plum Street SE  CHG Program Manager Olympia, Washington, 98504- (360) 725-2991 2525 (360) 586-5880 (fax) jeff.spring@commerce.wa.gov		
5. Original Grant Amount (and any previous amendments)	6. Amendment Amo	unt	7. New Grant Amount	
\$641,144.00	\$149,:	557.00		\$790,701.00
8. Amendment Funding Source		9. Amendment Start	Date	10. Amendment End Date
Federal: State: Other: X	N/A:	3/1/2016		June 30, 2017
11. Federal Funds (as applicable):	Federal Agency:		CFDA Nu	ımber:
N/A	N/A		N/A	
12. Amendment Purpose: Amendment A a	adds additional Housing	g and Essential Needs f	unding for S	SFY 2016.
COMMERCE, defined as the Department of Amended and attachments and have execute above. The rights and obligations of both pa other documents incorporated by reference: "B" – Budget, and Attachment "C" – Guidel copy of this Grant Amendment shall be attack Any reference in the original Grant to the "G	nt on the date below to Amended are governed litions including Attach ed Homeless Grant (as of the original Grant b	start as of the by this Gran ment "A" – they may be	he date and year referenced  at Amendment and the following  - Scope of Work, Attachment  e revised from time to time). A	
FOR GRANTEE		FOR COMMERCE		
Signature  Nevin J. Bouchey, Vice-Chair  Print Name and Title		Diane Klontz, Assistant Director Community Services and Housing Division  Date		
3/39/16 Date		APPROVED AS TO FORM ONLY		
		Sandra Adix Assistant Attorney General		
		3/20/2014 Date		

This Grant is **amended** as follows:

#### SPECIAL TERMS AND CONDITIONS, GENERAL GRANT, STATE FUNDS

#### 2. **COMPENSATION**

COMMERCE shall pay an amount not to exceed the amount shown on the Grant face sheet 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 in accordance with Attachment B – Budget.

#### 8. 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
- Grant Face Sheet
- Special Terms and Conditions
- Attachment A Scope of Work
- Attachment B Budget
- Attachment C

   Guidelines for the Consolidated Homeless Grant
- CHG Application, as revised
- General Terms and Conditions

This Grant is **amended** as follows:

### Attachment B

### Budget

Budget	Total		
Category	Amount		
Admin 2016-17	\$35,691.00		
Fac Support: For-Profit Lease	\$13,200.00		
Fac Support: Other Lease and Facility Costs	\$44,820.00		
Rent: For-Profit Rent	\$78,063.00		
Operations: CHG Base Funding	\$66,176.00		
TANF: For-Profit Rent	\$23,661.00		
TANF: Operations	\$42,066.00		
HEN: Admin 2016	\$29,079.00		
HEN: Rent and Housing Costs 2016	\$360,114.00		
HEN: Operations 2016	\$97,831.00		
Total	\$790,701.00		

### (Department of Commerce CHG 16-46108-37 Amendment A)

DONE this 22<sup>nd</sup> day of March, 2016

### BOARD OF YAKIMA COUNTY COMMISSIONERS

Bouchey, Commissioner

Excused

Michael D. Leita, Chairman

Attest: Tiera L. Girard Clerk of the Board

Linda Kay O'Hara

Deputy Clerk of the Board Approved as to form:

Deputy Prosecuting Attorney
LOSBA #35901

J. Rand Elliott, Commissioner

Constituting the Board of County Commissioners for Yakima County, Washington



### **Grant Agreement with**

Yakima County Financial Services

through

Community Services and Housing Division Housing Assistance Unit

**Consolidated Homeless Grant (CHG)** 

Start date:

January 1, 2016

### THIS PAGE INTENTIONALLY LEFT BLANK

Special Terms	s and Conditions	1
	Face Sheet	1
1.	Grant Management	
2.	Billing Procedures and Payment	
3.	Compensation	
4.	Eligible Use of Funds	
5.	Insurance	
6.	Washington State Quality Award	
7.	Order of Precedence	
	Order of Fredederice	0
General Term	s and Conditions	5
1.	Definitions	
2.	Access to Data	
3.	Advance Payments Prohibited	
4.	All Writings Contained Herein	
5.	Amendments	
6.	Americans with Disabilities (ADA)	
7.	Assignment	
8.	Attorney's Fees	
9.	Audit	
10.	Confidentiality/Safeguarding of Information	
11.	Conflict of Interest	7
12.	Copyright Provision	7
13.	Disputes	8
14.	Duplicate Payment	8
15.	Governing Law and Venue	8
16.	Indemnification	9
17.	Independent Capacity of the Contractors	9
18.	Industrial Insurance Coverage	
19.	Laws	
20.	Licensing, Accreditation and Registration	
21.	Limitation of Authority	10
22.	Noncompliance with Nondiscrimination Laws	10
23.	Political Activities	
24.	Publicity	
25.	Recapture	
26.	Records Maintenance	
27.	Registration with the Department of Revenue	
28.	Right of Inspection	
29.	Savings	
30.	Severability	
31.	Site Security	
32.	Subcontracting	
33.	Survival	
34.	Taxes	
3 <del>4</del> . 35.	Termination for Cause	
36.	Termination for Convenience	
30. 37.	Termination for Convenience	
57.	remination floodules	12

11.9

38.	Treatment of Assets	. 1	3
39.	Waiver	. 1	3

Attachment A, Scope of Work

Attachment B, Budget

#### **FACE SHEET**

13.8

1. Grantee

RECEIVED

JAN 1 1 2016

CSHD Grant Number: 16-46108-37

2. Grantee Doing Business As (optional)

#### **Washington State Department of Commerce** Community Services and Housing Division **Housing Assistance Unit** Consolidated Homeless Grant (CHG)

Yakima County Financial Se 128 N 2ND ST RM 231 YAKIMA, WA 98901-2639		N/A			
3. Grantee Representative		4. COMMERC	E Representativ	e	
Tim Sullivan Homeless Prg, Mgr. (509) 424-4695 tim.sullivan@yvcog.org		Jeff Spring 1011 Plum Street SE CHG Program Manager Olympia, Washington, 98504- (360) 725-2991 2525 (360) 586-5880 jeff.spring@commerce.wa.gov			
5. Grant Amount	6. Funding Source		7. Start Date	1	8. End Date
\$641,144.00	Federal: State: Other: X		January 1, 2016	5 .	June 30, 2017
9. Federal Funds (as applic	able) Federal Agency:		CFDA Nu	mber	
N/A	N/A		N/A		
10. Tax ID #	11. SWV #	12. UBI #	- 10 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -	13. DUN	NS#
XXXXXXXXXXXX	SWV0000492-18	N/A		N/A	
14. Grant Purpose		•			
This grant provides resources to assist people who are experiencing homelessness obtain and maintain housing stability. Grantees and subgrantees must prioritize unsheltered homeless households for assistance and services.  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: CHG Application, CHG Guidelines (as they may be revised from time to time), and Grant Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – Budget.					nd accept the terms of ferenced above. The nents incorporated by
FOR GRANTEE		FOR COMME	RCE		
Signature  Michael D. Leita, Chairman Print Name and Title  January 5, Date	Diane Klontz, A Community Serv  Date  APPROVED A BY ASSISTAN APPROVAL O	S TO FORM OF	NLY		

(Department of Commerce – Grant Agreement CHG 16-46108-37)

DONE this 5th day of January, 2016

**BOARD OF YAKIMA COUNTY COMMISSIONERS** 

Michael D. Leita, Chairman

Kevin J. Bouchey, Commissioner

Attest: Tiera L. Girard Clerk of the Board

BOCC5-2016 January 5, 2016 J. Rand Elliott, Commissioner

Constituting the Board of County Commissioners for Yakima County, Washington

Approved as to form:

Deputy Prosecuting Attorney

WSBH#35901

#### 1. GRANT MANAGEMENT

10.10

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 contract information are identified on the Face Sheet of this Grant.

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

#### 2. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed COMMERCE invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly. Exceptions to the single billing per month (or quarterly) can be made by Commerce on a case-by-case basis.

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

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

#### **Duplication of Billed Costs**

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

#### **Disallowed Costs**

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

#### 3. COMPENSATION

COMMERCE shall pay an amount not to exceed the amount shown on the Grant Face Sheet 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 in accordance with Attachment B – Budget.

#### 4. ELIGIBLE USE OF FUNDS

Funding awarded under this Grant may only be used for eligible activities and expenses described in the CHG Program Guidelines. These Guidelines are incorporated by reference.

#### 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. 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.

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

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

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

#### 6. WASHINGTON STATE QUALITY AWARD

41.14

Washington State RCW 43.185C.210 (5) (a). Beginning in 2011, each eligible organization receiving over five hundred thousand dollars during the previous calendar year from sources including: (a) State housing-related funding sources; (b) the affordable housing for all surcharge in RCW 36.22.178; (c) the home security fund surcharges in RCW 36.22.179 and 36.22.1791; and (d) any other surcharge imposed under chapter 36.22 or 43.185C RCW to fund homelessness programs or other housing programs, shall apply to the Washington State quality award program for an independent assessment of its quality management, accountability, and performance system, once every three years.

Cities and counties are exempt from these requirements until 2018 unless they are receiving more than \$3.5 million annually from the sources cited above. [See 43.185C.210 (5) (a) and RCW43.185C.240(1)(b).]

For more information about WSQA visit their website at www.wsga.net.

#### 7. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Grant Face Sheet

- Special Terms and Conditions
- General Terms and Conditions
- Attachment A Scope of Work
- Attachment B Budget
- CHG Guidelines

11 m

• CHG Application, as revised

#### 1. **DEFINITIONS**

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

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

#### 2. ACCESS TO DATA

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

#### 3. ADVANCE PAYMENTS PROHIBITED

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

#### 4. ALL WRITINGS CONTAINED HEREIN

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

#### 5. AMENDMENTS

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

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

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

#### 7. ASSIGNMENT

.. .

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

#### 8. ATTORNEYS' FEES

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

#### 9. AUDIT

#### A. General Requirements

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

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

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

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

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

#### B. State Funds Requirements

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

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

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

#### C. <u>Documentation Requirements</u>

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

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

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

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

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

#### 10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

1.1

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

#### 11. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, 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 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.

#### 12. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest

in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

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

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

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

#### 13. DISPUTES

100

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

The request for a dispute hearing must:

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

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

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

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

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

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

#### 14. DUPLICATE PAYMENT

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

#### 15. GOVERNING LAW AND VENUE

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

#### 16. INDEMNIFICATION

100

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

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

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

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

#### 17. INDEPENDENT CAPACITY OF THE CONTRACTOR

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

#### 18. INDUSTRIAL INSURANCE COVERAGE

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

#### 19. LAWS

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

#### Washington State Laws and Regulations

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

- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

#### 20. LICENSING, ACCREDITATION AND REGISTRATION

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

#### 21. <u>LIMITATION OF AUTHORITY</u>

4 7080

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

#### 22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

#### 23. POLITICAL ACTIVITIES

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

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

#### 24. PUBLICITY

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

#### 25. RECAPTURE

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

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

#### 26. RECORDS MAINTENANCE

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

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

COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

#### 27. REGISTRATION WITH DEPARTMENT OF REVENUE

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

#### 28. RIGHT OF INSPECTION

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

#### 29. SAVINGS

0.00

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

#### 30. SEVERABILITY

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

#### 31. SITE SECURITY

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

#### 32. SUBGRANTING/SUBCONTRACTING

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

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

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

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

#### 33. SURVIVAL

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

#### **34. TAXES**

1.00

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

#### 35. TERMINATION FOR CAUSE

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

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

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

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

#### **36. TERMINATION FOR CONVENIENCE**

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

#### 37. TERMINATION PROCEDURES

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

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

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

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

1. Stop work under the Grant on the date, and to the extent specified, in the notice;

- 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:
- Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- 4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- 5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- 6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- 7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

#### 38. TREATMENT OF ASSETS

1 1 90

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

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

#### 39. WAIVER

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

#### Scope of Work

A. Grantees shall commit to ending homelessness in their county by:

 $b = f - \ker$ 

- a. Prioritizing unsheltered homeless households for services (section 2.1.1 of the Guidelines)
- b. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing (section 6.2 of the Guidelines)
- c. Employing a progressive engagement service model (section 6.1 of the Guidelines)
- d. Prioritizing households most likely to become homeless when using prevention rent assistance (section 7.5 of the Guidelines)
- B. Grantees shall submit the following monthly deliverables on time with truthful, accurate information:
  - a. Invoice and Voucher Detail Worksheet for reimbursement (section 2.3.3 of the Guidelines)
  - b. 2016-2017 Report from HMIS included with the Invoice (section 2.3.3.1 of the Guidelines)
- C. Grantees shall submit the following deliverables on time with truthful, accurate information:
  - a. Local Homeless Housing Plan Updates (section 2.1.3.1 of the Guidelines)
  - b. Annual County Report/Homeless Housing Inventory (section 2.1.3.2 of the Guidelines) including Point-In-Time Count information (section 2.1.3.3 of the Guidelines)
  - Essential Needs Report (section 2.1.3.4 of the Guidelines)
- D. Grantees shall commit to reporting complete quality data that is timely, truthful and accurate. (section 6.3 of the Guidelines and HMIS User Agreement)
- E. Grantees shall comply with all of the requirements, policies and procedures in the Consolidated Homeless Grant Guidelines.
- F. Consequences of non-compliance:
  - a. If Commerce determines that a Grantee is failing to comply with the Guidelines, Terms, and Conditions, Commerce will notify Grantee that Grantee will receive technical assistance and be required to respond to a corrective action plan to address and remedy the noncompliance.
  - b. If the Grantee is still out of compliance after the technical assistance, Commerce may move the Grantee into a probationary period with a second corrective action plan and may reduce the grant total by 20%.
  - c. If the Grantee remains out of compliance after the probation period, Commerce may terminate the grant per the General Terms and Conditions TERMINATION FOR CAUSE.

#### **Attachment B**

### Budget

Budget	Total
Admin 2016-17	\$35,691.00
Fac Support: For-Profit Lease	\$13,200.00
Fac Support: Other Lease and Facility Costs	\$81,420.00
Rent: For-Profit Rent	\$78,063.00
Operations: CHG Base Funding	\$29,576.00
TANF: For-Profit Rent	\$23,661.00
TANF: Operations	\$42,066.00
HEN: Admin 2016	\$23,622.00
HEN: Rent and Housing Costs 2016	\$234,314.00
HEN: Operations 2016	\$79,531.00
Total	\$641,144.00