



Department of Commerce

Innovation is in our nature.

Services Contract with

Washington State Community Action Partnership (WSCAP)

through

Community Services Block Grant (CSBG)

For

Training, Technical Assistance and Coordination of CSBG Activities
with the Department of Commerce

Start date: July 1, 2016

Special Terms and Conditions	1
Face Sheet	1
1. Acknowledgement of Federal Funds.....	2
2. Contract Management	2
3. Compensation.....	2
4. Billing Procedures and Payment	2
5. Insurance.....	3
6. Order of Precedence.....	3
General Terms and Conditions	5
1. Definitions.....	5
2. Access to Data	5
3. Advance Payments Prohibited.....	5
4. All Writings Contained Herein	5
5. Amendments	5
6. Americans With Disabilities Act (ADA)	5
7. Assignment.....	6
8. Attorney's Fees.....	6
9. Audit.....	6
10. Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion	7
11. Confidentiality/Safeguarding of Information	8
12. Conflict of Interest.....	8
13. Copyright Provision.....	8
14. Disputes	9
15. Duplicate Payment.....	9
16. Governing Law and Venue	9
17. Indemnification	10
18. Independent Capacity of the Contractor.....	10
19. Indirect Costs.....	10
20. Industrial Insurance Coverage	10
21. Laws.....	10
22. Licensing, Accreditation and Registration	12
23. Limitation of Authority	12
24. Noncompliance With Nondiscrimination Laws.....	12
25. Political Activities	12
26. Procurement Standards for Federally Funded Programs	12
27. Publicity	13
28. Recapture.....	13
29. Records Maintenance.....	13
30. Registration With Department of Revenue.....	14
31. Right of Inspection.....	14
32. Savings.....	14
33. Severability	14
34. Site Security	14
35. Subcontracting.....	14
36. Survival.....	14
37. Taxes	14

38.	Termination for Cause	15
39.	Termination for Convenience.....	15
40.	Termination Procedures	15
41.	Treatment of Assets.....	16
42.	Waiver	16

Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: F17-32101-034

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

1. Contractor Washington State Community Action Partnership (WSCAP) PO Box 7130 Olympia, WA 98507		2. Contractor Doing Business As (optional)	
3. Contractor Representative Merritt Mount Executive Director 360-888-8033 mmount@wapartnership.org		4. COMMERCE Representative Diane Fay CSBG Program Manager 360-725-2903 Diane.Fay@Commerce.WA.Gov PO Box 42525 1011 Plum St SE, Bldg 5 Olympia, WA 98504-2525	
5. Contract Amount \$317,500.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Date of Execution	8. End Date June 30, 2017
9. Federal Funds (as applicable) \$317,500.00	Federal Agency: Dept. of Health & Human Services	CFDA Number: 93.569	Indirect Rate (if applicable):
10. Tax ID # 91-1947862	11. SWV #	12. UBI # 601-836872	13. DUNS #
14. Contract Purpose To provide training, technical assistance, and coordination of Community Services Block Grant (CSBG) activities with the Department of Commerce and the Community Action network.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contract Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget.			
FOR CONTRACTOR _____ Merritt Mount, Executive Director, WSCAP _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

**SPECIAL TERMS AND CONDITIONS
SERVICES CONTRACT
FEDERAL FUNDS**

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

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

“This project was supported by 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. CONTRACT 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 Contract.

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

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

The provisions of Chapter 39.26 RCW require the agency to file this sole source contract with the Department of Enterprise Services (DES) for approval. No contract so filed is effective nor shall work commence under it until the tenth (10th) working day following the date of filing subject to DES approval.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$317,500 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the Budget 2017.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE no less than quarterly and no more than monthly by the 15th of each month.

Payment may be withheld by COMMERCE if the Grantee fails to submit COMMERCE accepted and approved deliverables by the due date. COMMERCE may, at its sole discretion, allow the Grantee additional time to submit deliverables. 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.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number : **F17-32101-034**.

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 Contractor.

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

**SPECIAL TERMS AND CONDITIONS
SERVICES CONTRACT
FEDERAL FUNDS**

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

Duplication of Billed Costs

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

Disallowed Costs

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

**SPECIAL TERMS AND CONDITIONS
SERVICES CONTRACT
FEDERAL FUNDS**

5. INSURANCE

The Contractor 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 Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract.

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 Contractor shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

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

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, 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 contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Contract involves the use of vehicles, owned or operated by the Contractor or its 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 Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor 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 Contract shall be \$100,000 or the highest of planned reimbursement for the Contract period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.
- C. The Contractor 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. ORDER OF PRECEDENCE

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

**SPECIAL TERMS AND CONDITIONS
SERVICES CONTRACT
FEDERAL FUNDS**

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS
SERVICES CONTRACT
FEDERAL FUNDS**

1. DEFINITIONS

As used throughout this Contract, 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. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, 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. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- 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. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Contractor shall provide access to data generated under this Contract 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 Contractor'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 Contract shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

This Contract 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 Contractor 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.

**GENERAL TERMS AND CONDITIONS
SERVICES CONTRACT
FEDERAL FUNDS**

7. ASSIGNMENT

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

8. ATTORNEYS' FEES

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

9. AUDIT

A. General Requirements

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

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

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

COMMERCE reserves the right to recover from the Contractor 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 Contractor 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

Contractors 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, Contractors 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

If the Contractor 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 Contractor in accordance with 2 CFR Part 200.

The Contractor shall include the above audit requirements in any subcontracts.

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

C. Documentation Requirements

The Contractor must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the

**GENERAL TERMS AND CONDITIONS
SERVICES CONTRACT
FEDERAL FUNDS**

Contractor's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

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

In addition to sending a copy of the audit, when applicable, the Contractor 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. Contractor, 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 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 Contract, 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 Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract 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 Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier contractor certifies, by signing this Contract 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 contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- 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

**GENERAL TERMS AND CONDITIONS
SERVICES CONTRACT
FEDERAL FUNDS**

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 Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 2. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the Contractor 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 Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor 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 Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor 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 Contractor terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

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

13. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract 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 Contractor hereby irrevocably assigns all right, title, and

**GENERAL TERMS AND CONDITIONS
SERVICES CONTRACT
FEDERAL FUNDS**

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 Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor 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 Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, 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 Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

14. DISPUTES

Except as otherwise provided in this Contract, 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 Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract 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 Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

COMMERCE shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

16. GOVERNING LAW AND VENUE

**GENERAL TERMS AND CONDITIONS
SERVICES CONTRACT
FEDERAL FUNDS**

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

17. INDEMNIFICATION

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

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

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's or any subcontractor's performance or failure to perform the contract. The Contractor'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 Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE CONTRACTOR

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

19. INDIRECT COSTS

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

20. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor 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 Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor 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 Contractor.

21. LAWS

The Contractor 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

2 CFR Part 200

**GENERAL TERMS AND CONDITIONS
SERVICES CONTRACT
FEDERAL FUNDS**

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 Part 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 Contractors 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.

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.

**GENERAL TERMS AND CONDITIONS
SERVICES CONTRACT
FEDERAL FUNDS**

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

23. LIMITATION OF AUTHORITY

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

24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, 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 Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts 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.

25. 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.

26. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

All Contractors must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

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

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.

**GENERAL TERMS AND CONDITIONS
SERVICES CONTRACT
FEDERAL FUNDS**

- 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 Contractor, 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 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) Contractor 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 Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
4. Contractor and Subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed \$5,000.

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

27. PUBLICITY

The Contractor 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 Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, 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 Contractor 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 Contract.

29. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract 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 contract.

The Contractor 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 contract, 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.

**GENERAL TERMS AND CONDITIONS
SERVICES CONTRACT
FEDERAL FUNDS**

30. REGISTRATION WITH DEPARTMENT OF REVENUE

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

31. RIGHT OF INSPECTION

The Contractor 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 contract.

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

33. SEVERABILITY

The provisions of this contract 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 contract.

34. SITE SECURITY

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

35. SUBCONTRACTING

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

If COMMERCE approves subcontracting, the Contractor 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 Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

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

36. SURVIVAL

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

37. TAXES

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

**GENERAL TERMS AND CONDITIONS
SERVICES CONTRACT
FEDERAL FUNDS**

38. TERMINATION FOR CAUSE

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

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

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (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 contract 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 Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

40. TERMINATION PROCEDURES

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCEY 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 contract. COMMERCE may withhold from any amounts due the Contractor 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 Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract 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 Contractor under the orders and 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 subcontracts;

**GENERAL TERMS AND CONDITIONS
SERVICES CONTRACT
FEDERAL FUNDS**

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 contract 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 contract, which is in the possession of the Contractor 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 Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, 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 Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

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

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 Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

WSCAP is the lead provider of Technical Assistance and Training for the Washington State Community Action Network. WSCAP supports the network in successfully providing community and neighborhood based initiatives related to the purpose of the CSBG Act.

The contractor shall provide the following services for the Community Services Block Grant program and shall comply with the terms and conditions set forth in this Contract as required by Commerce, including but not limited to the requirements and deliverables for scope of work, contract performance, quality assurance, reports, and budget.

A. TRAINING & TECHNICAL ASSISTANCE:

WSCAP is responsible for providing Technical Assistance and Training on behalf of the Department of Commerce and the needs of the Community Action network. WSCAP will contract, when necessary, with consultants to provide training and supportive services as identified in an annual T & TA Needs Survey and thru ongoing training requests from Community Action Agency (CAA) staff and Commerce CSBG staff. WSCAP will provide outreach and marketing of this service to CAA staff, inclusive of Executive Directors, Fiscal Directors, Human Resource staff, CSBG Program Staff, CSBG Data staff, and Board members.

1. Trainings & Workshops:

- a. Develop a SFY17 training plan based on an annual T & TA Needs Survey and ongoing training requests received. The plan must be submitted to Commerce for approval.
 - i. The training plan will include:
 - What trainings will be provided with a brief explanation of each trainings content, goals, target audience, delivery mechanism and length.
 - How the training requests were selected and/or prioritized.
 - A timeline of when the trainings will be provided.
 - A copy of the T & TA Needs Survey results and other resources used to develop the plan.
 - ii. A minimum of 6 in person trainings/workshops will be provided during the contract period.
 - In person trainings and workshops will be provided regionally based on attendance and/or request.
 - iii. A minimum of 6 webinar and/or video conference trainings to be provided during the contract period.
 - iv. Training topics include but are not limited to:
 - Board & Executive Director Relationship, Succession and Replacement Planning, Budget Planning and Management, Fundraising for Boards, Leadership Development, Effective Advocacy, Strategic Collaborations, Managing the Middle,

- Workplace Accommodations and Leave, Strategic Plan Development, Performance Measurement, ROMA, The Grant Writing Process, Community Needs Assessment, Strategic Planning, OMB Circulars, Community Needs Assessment, Tri partite Boards, Organizational Standards, etc.
- b. Training and workshop notifications must be distributed to potential attendees and Commerce CSBG staff 30 days prior to the training or workshop.
 - c. Evaluations will be conducted for each training and workshop offered.
 - i. Evaluation results and evaluation responses (*see: A.1.c.iii*) will be provided to Commerce 30 days from the training delivery date.
 - ii. Evaluations must include, at a minimum, the following data points:
 - 85% of participants completing evaluations will report they were satisfied or very satisfied with the overall training.
 - 85% of participants completing evaluations will report they were satisfied or very satisfied with the Trainer.
 - 85% of participants completing the evaluation will respond they acquired new skills or a better understanding of content as a result of the training.
 - 60% of participants completing the evaluation will provide information on how they plan to use the training
 - iii. For all scores that fall below the required percentage, a written evaluation response must be submitted to Commerce. Evaluation responses must include:
 - An analysis of the score(s) below the required percentage
 - Next steps
 - d. Conduct an annual T & TA Needs Survey to be used in the development of the annual training plan.
 - i. The survey will be inclusive of agency training needs at all staffing levels to include but not limited to; Executive Directors, Fiscal Directors, Human Resource staff, CSBG Program staff, CSBG Data staff, Board members, and Commerce CSBG staff.
 - e. Develop a SFY18 annual training plan based on WSCAP's annual T & TA Needs Survey. The plan must be submit to Commerce for approval.
 - i. The plan will include a copy of the T & TA Needs Survey results and other resources used to develop the plan.
 - ii. See all requirements under section A.1.a.
2. Ongoing Requests For Direct Technical Assistance, Peer Mentoring, and Additional Trainings & Workshops:
- a. Establish and promote a procedure for CAA staff at all levels to submit training and technical assistance requests to WSCAP, and submit to Commerce.
 - b. Training and technical assistance requests must be responded to within 15 days of receipt of the request.
 - c. Training Plan updates will be submitted to Commerce on a quarterly basis identifying additional training requests and how those requests were/will be addressed.

- i. Quarterly Training Plan updates will include:
 - The requested technical assistance and/or training(s).
 - Who requested the technical assistance and/or training(s).
 - The date requested and the date the request is responded to.
 - A brief summary of/how the request was/is being addressed.
 - d. Evaluations will be conducted for each direct technical assistance, peer mentoring, training, and/or workshop.
 - i. See all requirements under section A.1.c.i-iii.
3. Bi-Annual CSBG Conference:
 - a. A CSBG conference will be provided every odd state fiscal year.
 - b. Conference registration will be open but not limited to Executive Directors, CSBG Program staff, CSBG Data staff, Board members, and other CAA staff as identified by WSCAP.
 - c. The conference content will be developed by a Conference Planning Committee comprised of attendee representatives (*see: A.3.b*) and Commerce CSBG staff.
 - d. The conference will be at least 1.5 days in length and include 1 keynote speaker.

B. LINKAGES:

WSCAP will coordinate and establish linkages between, governmental, anti-poverty, and other social service programs to assure the effective delivery of such services and resources to low-income individuals. Partnerships and collaborative efforts shall be established at the local, regional, and national levels. Submit a Linkages Report to Commerce on all efforts each quarter. Each report should include:

- A title and brief summary of the linkage/engagement effort, and action steps as a result of the effort.
 - A summary of all workgroups and/or disappearing task forces created, what work has been completed, and what work still remains.
 - A summary of all efforts to coordinate and assist CAAs in the WSQA self-assessment process.
1. Engage with National Community Action Partnership (NCAP), National Community Action Foundation (NCAF), Community Action Program Legal Services, Inc. (CAPLAW), National Association for State Community Service Programs (NASCSPP), and other similar entities.
 - Engagement includes, but is not limited to, participation in meetings, involvement on workgroups/task forces, attending conferences, etc.
 2. Engage with local and regional organizations, coalitions, anti-poverty programs, and other similar entities to establish linkages with other services and resources to low income individuals. Entities such as the Low Income Housing Alliance, Food Coalition, Asset Development Coalition, Washington Non Profits.
 - Engagement includes, but is not limited to, participation in meetings, involvement on workgroups/task forces, attending conferences, etc.

3. Engage with other stakeholders to inform and educate them on the status of Community Action customers and conditions that may inhibit their ability to thrive.
4. Support and facilitate network-wide workgroups and disappearing task forces created to address CSBG related issues and/or obstacles.
5. Coordinate and assist CAAs in the Washington State Quality Award (WSQA) self-assessment process to ensure compliance with RCW 43.185C.210.

C. COMMUNICATIONS:

1. Conduct quarterly meetings with Commerce's Community Services and Housing Division (CSHD) Assistant Director and Community Economic Opportunities Unit (CEO) Managing Director.
2. Conduct quarterly face-to-face meetings to engage, educate, problem solve, stimulate, and support all CAA's.
 - a. Provide Commerce with the meeting minutes from each meeting.
3. Conduct quarterly face-to-face Board of Director's meetings to address the business, policies and any challenges of the network.
4. Maintain a website as a communications center for the network containing a calendar of events, chat facility, policy documentation, reference and resource materials, etc.

D. INNOVATION:

1. Advance the Theory of Change providing the context of the why, what, and how of Community Action.
 - a. Actively participate on the CLIPP (Clarity, Impact, and Performance Project) Steering Committee to increase utilization of research and evidence-based programs, policies, and performance outcomes to ensure Washington households have access to effective programs designed to transition people out of poverty.
 - b. \$25,000 is provided to directly fund piloting the Theory of Change with a sample group of Washington CAAs.
 - c. Provide a report at the end of the year that includes:
 - i. A summary of the pilot work performed.
 - ii. An analysis of the work performed.
 - iii. Any available data, results, and/or outcomes.
 - iv. Next steps and recommendations as a result of the work performed.

E. **REPORTING DUE DATES:**

Item	Due Date
1. SFY 17 Training Plan	July 29, 2016
2. Training Request Procedure	July 29, 2016
3. Quarterly Training Plan Updates	15 days after the end of the quarter
4. Training & Workshop Evaluations	30 days after the training delivery date
5. Evaluations Responses	30 days after the training delivery date
6. SFY 18 Training Plan	April 17, 2017
7. Annual T & TA Needs Survey	April 17, 2017
8. Linkages Report	15 days after the end of the quarter
9. Quarterly WSCAP Meeting Minutes	15 days after the quarterly meeting
10. Theory of Change Pilot Report	15 days after fiscal year end

Payment may be withheld by COMMERCE if the Grantee fails to submit COMMERCE approved reporting documents by the corresponding due date. COMMERCE may, at its sole discretion, allow the Grantee additional time to submit reporting documents. 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.

Budget

Deliverables	Amount
Training & Technical Assistance:	
Trainings and Workshops	\$110,628
Ongoing Requests	\$28,311
Bi-Annual CSBG Conference	\$42,647
Linkages:	
National Linkages	\$28,267
Local & Regional Linkages	\$22,529
Stakeholder Education	\$5,780
Workgroups & Disappearing Taskforces	\$10,226
WSQA	\$1,431
Communications:	
Quarterly Commerce Meetings	\$445
Quarterly CAA Meetings	\$13,682
Quarterly WSCAP Board Meetings	\$5,584
WSCAP Website Maintenance	\$6,701
Innovation:	
Theory of Change	\$41,269
TOTAL	\$317,500