Contract to

Subrecipient

through

Washington State Department of Agriculture
Food Assistance

Purpose

It is the purpose of this contract to provide federal American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds and/or state funding provided by the State Legislature, to hunger relief organizations working to address critical community needs resulting from the COVID-19 crisis and recovery period, especially in the areas of increased food distribution and food system improvements (including support for local agriculture and local business), and targeted support for historically underrepresented community groups. This Contract is resulting from an application to the Food Assistance Resiliency Grants Program, which is part of the state’s coordinated response to reduce access barriers and increase food security for food insecure individuals and families.

Start date: July 1, 2022
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**Washington State Department of Agriculture Food Assistance**  
**Funding Authority: State of Washington RCW 43.23.290**  
**CONTRACT FACE SHEET**

1. **Subrecipient**
   - Lindsey Robinson, FA Specialist  
     - (206) 817-8215  
     - foodassistancegrants@agr.wa.gov

2. **WSDA Representative**
   - Federal:  
   - State:  

3. **Subrecipient's Representative**
   - Federal:  
   - State:  

4. **Tax ID #**
5. **SWV #**
6. **UBI #**
7. **UEI #**

8. **Beginning Date**
   - 07/01/2022
9. **End Date**
   - 7/31/2023
10. **Total Contract Amount**

11. **Contract Amount**
    - SFY 2023 (7/01/22-6/30/23) $11,250,000

12. **Federal Agency**
    - U.S. Department of the Treasury

13. **Funding Source**
    - Federal: ☒
    - State: ☐

14. **CFDA Number**
    - 21.027

15. **Contract Amount**
    - SFY 2023 (7/01/22-6/30/23) $2,900,000

16. **State Agency**
    - Washington State Department of Agriculture

17. **Funding Source**
    - Federal: ☐
    - State: ☒

18. **CFDA Number**
    - N/A

19. **Contract Purpose**
   
   It is the purpose of this contract to provide federal American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds and/or state funds provided by the State Legislature, to hunger relief organizations working to address critical community needs resulting from the COVID-19 crisis and recovery period, especially in the areas of increased food distribution and food system improvements (including support for local agriculture and local business), and targeted support for historically underrepresented community groups.

**This Agreement** is made by and between the Washington State Department of Agriculture (WSDA) and the Subrecipient. Funding for this Grant has been provided in the 2021-2023 Biennial State Operating Budget, ESSB 5092, pursuant to Federal grants to Washington State under the American Rescue Plan Act of 2021 (ARPA or “Act”), sec. 9901, Public Law 117–2, codified at 42 U.S.C. 802 et seq., as Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), the SFY 2023 Supplemental State Operating Budget, and per RCW 43.23.290. WSDA administers these funds through the Food Assistance Resiliency Grants (RG) Program, which is part of the state’s coordinated response to reduce access barriers and increase food security for food insecure individuals and families. The specific projects are outlined in Attachment A: Food Assistance SFY 2023 Resiliency Grants Project Description. Subrecipient is subject to all federal laws, regulations, and guidance applicable to ARPA/CSLFRF, and to all state rules and requirements of the State Program. The Parties agree to the terms and conditions set forth in the attached Contract. This Contract is executed by the persons signing below who warrant that they have the authority to execute the Contract.
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Kim Eads, WSDA Food Assistance Program Manager
1. **PROGRAM REQUIREMENTS.** Throughout the Contract period, Subrecipient shall comply fully with all provisions of this Contract, future Amendments and:

   1.1 WSDA Instruction.

   1.2 All applicable federal and state laws, and all regulations, guidance and policies that apply to these funding sources.

   1.3 Chapter 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Federal Award Uniform Guidance).

   1.4 American Rescue Plan Act (ARPA) and Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) Guidance, found here: SLFRF Compliance and Reporting Guidance.

   1.5 All of your internal organization’s purchasing, fiscal, and project management policies, if more restrictive than the requirements of this Contract.

2. **SUBRECIPIENT’S RESPONSIBILITIES.** Subrecipient shall provide staff and furnish all goods and services necessary to accomplish the activities under the Food Assistance (FA) funding during the Contract period. Subrecipient’s activities shall include, but are not limited to:

   2.1 **Activity 1.** Complete projects as outlined in Attachment A: Budget and Project Description. Projects must be completed by June 30, 2023.

   2.2 **Activity 2.** Notify WSDA Representative of any changes to the project as outlined in Attachment A: Budget and Project Description. WSDA prior approval is required by Contract Amendment.

   2.3 **Activity 3.** Attend meetings, info sessions, and/or trainings as required by WSDA.

   2.4 **Activity 4.** Submit all required documents per Attachment B: Schedule of Submittals.

   2.5 **Activity 5.** Follow all Property Management and Community Benefit requirements.

   2.6 **Activity 6.** For contracts with contracted services or pass-through funds, see and follow all guidance for Subcontractor/Subawardees.

3. **PROPERTY MANAGEMENT.**

   In addition to details in the General Terms and Conditions:

   3.1 Subrecipient must follow CSLFRF Guidance and WSDA standard equipment and capital improvement guidelines. Additional requirements may apply. These standard guidelines have not been modified for this specific grant. If requested, WSDA will provide additional guidance and technical assistance. If there is any inconsistency between the CSLFRF Guidance and WSDA standard equipment and capital improvement guidelines, the Subrecipient will follow the CSLFRF Guidance and Federal Award Uniform Guidance.

4. **COMMUNITY BENEFITS.**

   4.1. Ensuring that the community has sufficient food supplies and capacity during and in response to the
COVID-19 pandemic.

4.2. Subrecipient understands and agrees that Subrecipient must hold and use all equipment and Capital Improvements consistent with the intent of this Grants Program for an additional length of time beyond the period of performance as specified below:

a. Between $5,000 and $50,000: Three (3) years.
b. Between $50,000 and $150,000: five (5) years
c. Over $150,000: seven (7) years
   a. Or as required by the funding source.

4.3. If the Subrecipient is found to be out of compliance with this section, the Subrecipient must repay to the State the applicable amounts of the grant.

4.4. This clause survives termination and expiration of this Contract.

4.5. This information should be included in any Written Agreements between Subrecipients and Subawardees, as relevant.

5. REPORTING.
   In addition to the details in the General Terms and Conditions:

5.1. Subrecipient shall submit timely reports in compliance with this Contract’s General Terms and Conditions and Attachment B: Schedule of Submittals.

   a. Submittals include but are not limited to: monthly invoice vouchers with required backup; Single Audit Exemption Form and/or Single Audit; certificate of insurance (see General Terms and Conditions); quarterly and final reports; additional reporting for equipment and/or capital improvement projects $5,000 and over; additional reporting as required by the funder.

5.2. Invoices are due on a monthly basis, on or before the 20th of each month following the report month.

5.3. Prior WSDA approval is needed for more than one invoice submittal per month.

5.4. Final invoice is due by July 16, 2023.

5.5. Other information as required for reporting to the funding source.

6. COMPENSATION.

WSDA shall pay an amount, not to exceed the Total Contract Amount listed on the Face Sheet of this Contract, for allowable activities within the amounts identified in each budget category and the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A: Budget and Project Details. Indirect administration costs related to the activities in the application and up to 10% of direct costs may be applied, except when the applicant has negotiated a different indirect cost rate with the federal government (if so, provide the NICRA to WSDA Food Assistance). Indirect costs must be consistently applied and must not be duplicated. Equipment and other capital expenditures, if allowable under the grant, must be billed as direct, not indirect, costs.

6.1. Subrecipient compensation for services rendered shall be based on the following:
a. Completion and submittal of the FA provided invoice template, including the following documentation:

- Expanded General Ledger: Detailed report.
- Invoices and back-up for all expenses; back-up documentation is required for this grant.
- Additional back-up documentation as may be required by WSDA or the funding source.

7. **REGISTRATION.** Subrecipient shall register and maintain registration during the Contract for the following:

7.1. **Statewide Vendor Registration:** The Washington State Office of Financial Management (OFM) maintains a central Subrecipient registration file for Washington State agencies to use for processing Subrecipient payments. This allows Subrecipient to receive payments by direct deposit. Subrecipients are required to be registered in the Statewide Vendor (SWV) payment system. Registration is required prior to submitting a request for payment under this Contract. No payment shall be made until the registration is completed. To register for a SWV number, please submit the Registration Form [https://ofm.wa.gov/sites/default/files/public/payee/statewidePayeeRegistrationForm.pdf](https://ofm.wa.gov/sites/default/files/public/payee/statewidePayeeRegistrationForm.pdf) to OFM per instructions listed on the form.

7.2. **System for Award Management Registration:** Subrecipients shall be registered in the System for Award Management (SAM) and continue to maintain an active SAM registration at all times during which it receives federal funding. Organizations that need to update their SAM registration please visit [https://www.sam.gov/SAM/](https://www.sam.gov/SAM/). Note: DUNS numbers have been replaced with Unique Entity Identifiers (UEI) in SAM.

8. **ACKNOWLEDGEMENT OF FEDERAL FUNDING.**

8.1. Federal Award Identification Number (FAIN):

8.2. If receiving federal funding, the Subrecipient agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Subrecipient describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

a. “This project was supported by an award from the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds, Washington State Department of Agriculture.”

9. **ALLOWABLE AND DISALLOWED COSTS.**

9.1. WSDA will make payments on a reimbursement basis only. WSDA will reimburse for eligible project expenditures up to the amount listed on the face sheet.

9.2. Only costs incurred within the period of performance are eligible for reimbursement. Activities not related to this grant are disallowed.

9.3. Costs and expenses are allowable in accordance with Subpart E of 2 CFR Part 200 (2 CFR 200.400 et seq.) unless otherwise unallowable under the laws and regulations governing WSDA and this funding source. For additional guidance specific to this grant, see WSDA Food Assistance Fiscal Guidelines.
9.4. Unallowable expenses include purchases of land, buildings, gift cards, and projects better served by Capital Budget requests.

9.5. Reimbursement for travel expenditures must comply with state policies published in Chapter 10 of the State Administrative & Accounting Manual (SAAM) at https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.htm. Mileage reimbursement and per diem rates must not exceed the rates published in SAAM Ch. 10, Sec. 90, which may be periodically updated.

9.6. Charges for salaries and wages must comply with 2 CFR 200.430, accurately reflect the work performed, and be based on payrolls documented in accordance with generally accepted practices. These records must be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, reasonable, and properly allocated.

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

9.8. Subrecipients are encouraged to use funds to purchase only American-made equipment.

9.9. This list is not comprehensive; please reach out to foodassistancegrants@agr.wa.gov with questions.
1. **DEFINITIONS.**  

**Ancillary Charges** – Costs including taxes, duty, transit insurance, freight, and installation that may or may not be included in the acquisition cost of a piece of equipment in accordance with your agency’s accounting practices. As default, WSDA will not include ancillary charges in the cost of equipment except in the case of post-purchase verification and disposition.

**Authorized Representative** – For WSDA means the WSDA designee authorized in writing to act on the director’s behalf; for the Subrecipient means the Authorized Signer.

**Authorized Signature** – The signature of the board president, tribal chairperson, agency director, or other official authorized to sign.

**Capital Assets** – Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with Generally Accepted Accounting Principles (GAAP). Capital assets do not include intangible right-to-use assets (per GASB) and right-to-use operating lease assets (per FASB). For example, assets capitalized that recognize a lessee’s right to control the use of property and/or equipment for a period of time under a lease contract. See In 2 CFR 200.1 and § 200.465. Capital assets include:

- Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, exchange, or through capital leases.
- Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance).

**Capital Budget Project** – A project to construct new facilities or make significant, long-term renewal improvements to existing facilities; may include construction, renovation, rehabilitation, and acquisition.

**Capital Budget Request** – A request made to State Legislature to include a Capital Budget project in the State’s Capital Budget. A resource provided by Feeding Washington to help explain the Capital Budget process: “[WA State Capital Budget 101](#)”.

**Capital Expenditures** – Expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.

**Capital Improvement Project** – Acquisition of capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance).


**Contract** – This agreement.

**Contracted Employee** – Contract employees, also called independent contractors, contract workers, freelancers or work-for-hire staffers, are individuals hired for a specific project or a certain timeframe for a set fee.

**Contracted Services** – Approved third-party services acquired to perform specific activities under this Contract.
Debarment – The act of being suspended or being declared ineligible by any state or federal agency from participating in any transactions with them.

Equipment – Equipment means tangible personal property (including information technology systems) that has a useful life of more than one year, is movable, and has a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or $5,000.

Food Assistance (FA) – Washington State Department of Agriculture Food Assistance (FA) programs.

Indirect Administrative Costs ("Indirect") – Indirect costs are the portion of the general overhead costs of an organization allocated to grant performance and allowable under the federal regulations.

Parties or Party – Means both or either WSDA and Subrecipient.

Pass-through – An arrangement approved by WSDA wherein funds are sent from the Subrecipient to Subawardees to perform specific activities approved under this Contract.

Staff/Personnel – The cost of staff and personnel directly involved in relevant activities during the period of performance.


Subcontractor/Subawardee – The eligible association, organization, or tribe, by written agreement with the Subrecipient, is performing all or part of the services under the Subrecipient’s agreement with WSDA. The term does not include the Subrecipient’s employees. Also see Subcontracting/Subawardee section in General Terms and Conditions as applicable. An approved entity receiving funds from or performing services for the subrecipient of this funding.

Subrecipient – The agency, firm, provider, organization, individual or other entity performing services under this Contract. Some funds administered through this Contract may be federal rather than state, in which case the term “Subrecipient” used in Food Assistance program guidance, is the same as the term “Subrecipient” as defined in federal grant language.


WSDA – The Washington Department of Agriculture or its successor agency, if any.

2. ADVANCE PAYMENTS PROHIBITED. WSDA shall make no payments in advance of or in anticipation of services to be provided under this Contract.

3. ALL WRITINGS CONTAINED HEREIN. This Contract and its incorporated documents contain all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract binds the Parties.
4. **AMENDMENT.** The Parties may alter or amend this Contract by mutual agreement. No Amendment shall bind the Parties unless in writing and signed by both Parties’ Authorized Representative.

5. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA”** 28 CFR Part 35. The Subrecipient must comply with, and ensure that the Subawardee complies 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.

6. **APPROVAL.** This Contract is not in effect unless signed by WSDA’s Authorized Representative.

7. **ASSIGNMENT.** Subrecipient shall not transfer or assign this Contract or any claim arising under it without WSDA’s prior written consent.

8. **ATTORNEYS’ FEES.** Unless otherwise expressly permitted in this Contract, each Party shall bear its own attorneys’ fees and costs.

9. **AUDIT.** Subrecipient shall meet the following audit requirements and submit the required documents from this section to the Food Assistance program.

   9.1. **General Requirements**

   a. The Subrecipient shall maintain, records and accounts in conformance with paragraph 40, Recordkeeping and Reports of this Contract, and in a manner that will facilitate financial and compliance audits.

   b. Subrecipient is responsible for any audit exceptions incurred.

   c. WSDA reserves the right to recover from the Subrecipient all disallowed costs resulting from an audit.

   d. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to WSDA requests for information or corrective action concerning audit issues within thirty (30) days of the date of request. Any management letter from the auditor must also be included with the audit.

   9.2. **Federal Funding of $750,000 or more.** If Subrecipient expends $750,000 or more from all federal sources during Subrecipient’s fiscal year, as determined under Part 200.501 of the Federal Award Uniform Guidance, Subrecipient shall obtain an annual Single Audit conducted in compliance with Federal Award Uniform Guidance and the requirements of this Contract. The $750,000 includes the value of food received from federal food programs and any other federal funding sources. Subrecipient will not need to resubmit their most recent audit since it was submitted with the application. Subrecipient shall submit a copy of all subsequent audit reports related to this Contract Award, which includes audits conducted after the close of the Contract period of performance.

   9.3. **Federal Funding of $749,999 or less and State Funding of $100,000 or more.** If Subrecipient is not required to complete a Single Audit under paragraph 9.2 and expends $100,000 or more in total state...
funds in a fiscal year, Subrecipient must have a financial audit at least every two (2) years that covers
the previous two (2) years as defined by Government Auditing Standards (The Revised Yellow Book)
and according to Generally Accepted Auditing Standards (GAAS). Subrecipient will not need to
resubmit their most recent audit since it was submitted with the application. Subrecipient shall submit
a copy of all subsequent audit reports related to this Contract Award, which includes audits conducted
after the close of the Contract period of performance.

a. Subrecipient shall submit a Single Audit Exemption Form (AGR-2207) within thirty (30) days of
execution of this Contract. Subsequent submittals related to this Contract Award must be
submitted within thirty (30) days of the end of the Subrecipient’s fiscal year.

9.4. Federal Funding of $749,999 or less and State Funding of $99,999 or less.

a. Subrecipient shall submit a Single Audit Exemption Form (AGR-2207) within thirty (30) days of
execution of this Contract. Subsequent submittals related to this Contract Award must be
submitted within thirty (30) days of the end of the Subrecipient’s fiscal year.

10. BILLING PROCEDURES AND PAYMENT.

10.1. Subrecipient shall submit signed invoices/expenditure reports via email to WSDA on or before the 20th
of the month following provision of services.

10.2. An Invoice Voucher that includes dollars spent per the Attachment A: Budget and Project Description.
Subrecipient shall include an expanded general ledger for all Contract funds and all back-up
documentation with each monthly expenditure report. Subrecipient shall:

a. Maintain financial expenditure tracking by funding source, if applicable.
b. Collect and keep on file backup documentation.
c. Submit invoices electronically to foodassistancegrants@agr.wa.gov by the 20th of each month for
services provided in the previous month.

10.3. The invoice shall include the Contract number and indicate the costs incurred for each budget
category as directed by WSDA and indicated on WSDA’s invoice template.

10.4. No payment in advance or in anticipation of services or supplies under this Contract shall be made by
WSDA. Any funding provided through this Contract is available on a reimbursement basis once costs
are incurred and goods have been received, or the services have been rendered.

10.5. Subrecipient must reimburse Subawardee before requesting reimbursement from WSDA.

10.6. WSDA will pay Subrecipient upon acceptance of services provided and receipt of properly completed
invoices.

10.7. Payment is timely if made by WSDA within thirty (30) calendar days after receipt of properly
completed invoices. Payment shall be transferred electronically to Subrecipient’s designated bank
account unless Subrecipient requests checks to be sent to the address designated by Subrecipient
(exceptions may apply).
11. **CALCULATION OF TIME.** Unless otherwise expressly stated, all time periods called for in this Contract indicate calendar years, months, days.

12. **CIVIL RIGHTS/NONDISCRIMINATION.** Subrecipient shall ensure compliance with all federal, state, and local laws concerning civil rights and nondiscrimination. Subrecipient and Subrecipient’s agents, employees, and Subawardees shall not discriminate against anyone on the bases of race, color, national origin, sex, age, creed, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability. Subrecipient shall participate in any civil right or nondiscrimination training required.

12.1. Some Federal Statutes and regulations prohibiting discrimination that may be applicable to this award include, without limitation, the following:

   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

   b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

   c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

   d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

   e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

13. **CONFIDENTIAL INFORMATION.** Subrecipient shall comply with all laws and regulations concerning confidential information it may collect in the course of performing services under this Contract.

14. **CONFORMANCE WITH LAW.** If any part of this Contract appears to violate any statute or rule, the provision may be interpreted to conform to statute or rule if such interpretation conforms to the purpose of this Contract.

15. **CONTRACT MANAGEMENT.** The WSDA Representative identified on the Contract Face Sheet shall be the contact for all communications about this Contract. The Subrecipient’s Representative identified on the Contract Face Sheet shall be the contact for all communications about this Contract. The Subrecipient shall notify WSDA in writing and within two (2) business days of any changes in personnel serving as a Subrecipient’s Representative.
16. **CONTINUED ELIGIBILITY.** Subrecipient shall ensure that it continues to meet the following requirements throughout the Contract term:

16.1. If Subrecipient is not a public agency or federally recognized tribe, Subrecipient must be recognized by the Internal Revenue Service (IRS) as a 501(c) organization. If Subrecipient loses 501(c) status during the Contract term as a result of automatic revocation for failure to file reports, Subrecipient remains provisionally eligible to receive funding but, within thirty (30) days of notice of termination, Subrecipient must reapply for 501(c) status and provide proof of reapplication to WSDA. This Contract terminates upon Subrecipient’s failure to timely provide proof of reapplication to WSDA, unless Subrecipient can show good cause for the failure to reapply. Subrecipient shall forward documentation of IRS recognition of 501(c) status to WSDA within 180 days of the reapplication date. This Contract terminates if Subrecipient’s tax-exempt status is denied or Subrecipient fails to timely forward proof of status.

16.2. If Subrecipient is not a public agency or federally recognized tribe, Subrecipient must be registered with the Washington Secretary of State’s office as a nonprofit corporation.

16.3. Churches and religious organizations associated with a church are exempt from the obligations of paragraph 16 with the exception of paragraph 16.2.

17. **DEBARMENT.**

17.1. The Subrecipient, by signature of this Contract, certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Federal or State department or agency from participating in transactions.

17.2. Subrecipient shall notify WSDA within thirty (30) days of any exclusion from participating in transactions as set forth in paragraph 17.1.

18. **DISPUTES.**

18.1. **Subrecipient Disputes.** Except as otherwise provided in this Contract, when a dispute arises between WSDA Food Assistance and the Subrecipient that cannot be resolved by direct negotiation, the Subrecipient may request a review by WSDA’s Director, who may designate another person (designee) to hear the dispute, as follows:

   a. The request must:
      
      • Be written;
      
      • Identify the Subrecipient’s name, address and the Contract number;
      
      • State the disputed issues;
      
      • State each Party’s position;
      
      • Be mailed to the Director, with a copy to the WSDA Food Assistance Program Manager within fifteen (15) working days after the Parties agree that they cannot resolve the issue.
b. The WSDA Food Assistance Program Manager shall submit a written statement of their position regarding the Subrecipient’s request to both the Director or the Director’s designee, and the Subrecipient within ten (10) working days.

c. The Director or Director’s designee shall review the written statements and provide a decision in writing to both Parties within fifteen (15) working days. At the discretion of the Director or Director’s designee, the time in which to make a decision may be extended or expedited upon notice to both Parties.

d. The Parties shall attempt to resolve the dispute under this paragraph 18 before filing a claim in any tribunal.

18.2. **Subawardee Disputes** - Subrecipient shall establish a written dispute resolution process for Subawardees under this Contract prior to the execution of the written agreement. The Subrecipient shall provide a copy of the dispute process to all Subawardees upon request.

19. **DISTRIBUTION OF FUNDS, ASSOCIATED SERVICES.**

19.1. Subrecipient shall not sell, exchange, or barter any items purchased with or supported by this funding.

19.2. Subrecipient shall ensure that its operations adhere to a policy of good stewardship of public funds.

20. **DUPLICATE PAYMENT.** Subrecipient shall not submit request for payment or reimbursement that duplicates any work to be charged to any other source.

21. **EMERGENCY CONTACT.** Subrecipient or Subrecipient’s designated emergency contact(s) shall be available in the event of natural disasters, extreme weather emergencies, time sensitive food issues, and/or food safety issues occurring at times other than Subrecipient’s usual office hours or when WSDA’s attempts to contact Subrecipient’s Representative have been unsuccessful. The Subrecipient shall notify WSDA in writing and within two (2) working days of any changes in personnel serving as an emergency contact. Refer to Attachment C: Business Contacts.

22. **ETHICS/CONFLICT OF INTEREST.** Subrecipient shall comply with Chapter 42.52 RCW, the Ethics in Public Service Act, and any other applicable state or federal law related to ethics or conflicts of interest.

23. **FEDERAL ACCOUNTABILITY & TRANSPARENCY ACT COMPLIANCE.** Subrecipient shall complete the Federal Funding Accountability & Transparency Act (FFATA) Data Reporting Requirements – Attachment D.

24. **GOVERNING LAW AND VENUE.** This Contract shall be interpreted in accordance with the laws of the state of Washington. Venue is in Thurston County Superior Court.

25. **INCORPORATION OF REFERENCED DOCUMENTS.** Unless otherwise expressly stated, all attachments and documents referenced in this Contract are incorporated and made a part of this Contract.
26. INDEMNIFICATION. To the fullest extent permitted by law, Subrecipient shall indemnify, defend, and hold harmless the state of Washington, WSDA, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Subrecipient’s performance or failure to perform the Contract. The Subrecipient’s obligation to indemnify, defend, and hold harmless includes any claim by the Subrecipient’s agents, employees, representatives, or any Subawardee or its agents, employees, or representatives. The Subrecipient’s obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees, and officers.

Written agreement with Subawardee shall include a comprehensive indemnification clause holding harmless Subrecipient, WSDA, the state of Washington, its officers, employees, and authorized agents.

Subrecipient 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.

27. INDEPENDENT CAPACITY OF SUBRECIPIENT. An independent Subrecipient relationship is created by the Contract. The Subrecipient and its employees or agents are not employees or agents of the state of Washington or WSDA. The Subrecipient shall not hold itself out or claim to be an officer or employee of WSDA or the state of Washington, nor make any claim of right, privilege, or benefit that would accrue to such officer or employee under law. Conduct and control of the work shall be solely with the Subrecipient.

28. INDUSTRIAL INSURANCE COVERAGE. Subrecipient shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If Subrecipient fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, WSDA may collect from Subrecipient the full amount payable to the Industrial Insurance Accident Fund. WSDA may deduct the amount owed by Subrecipient to the accident fund from the amount payable to Subrecipient by WSDA 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 rights of L&I to collect from Subrecipient.

29. INSPECTION. Upon reasonable notice and at reasonable times, Subrecipient shall allow access for WSDA and representatives of the Washington State Auditor’s Office, and any applicable federal agencies to inspect, review, and audit all records concerning this Contract. Subrecipient shall allow for WSDA and representatives of the Washington State Auditor’s Office, and any applicable federal agencies to have access to inspect, without notice, all records concerning this Contract.

30. INSURANCE.

30.1. Subrecipient shall maintain insurance coverage meeting the following requirements:

   a. Minimum public liability insurance coverage of $1,000,000 per occurrence.

   b. Theft coverage of not less than the replacement value of equipment and inventory purchased with FA funds when the acquisition cost was $5,000 or more.

   c. For using motor vehicles in conducting activities, minimum liability coverage of $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property; in addition, collision and
comprehensive insurance against physical damage, including theft, shall be provided except when the cost of the coverage would exceed the value of the vehicle.

30.2. All public or general liability, excess, umbrella, and property insurance policies shall name the state of Washington, Washington State Department of Agriculture (WSDA), its elected and appointed officials, agents and employees as an additional insured.

30.3. Subrecipient shall purchase fidelity insurance for every person authorized to receive or deposit funds or issue financial documents and instruments of payment to provide protection against loss. The amount of coverage must be $100,000, or the highest planned reimbursement per Contract period, whichever is lowest.

30.4. The additional insured endorsement must be an ISO Standard Endorsement CG 2026 or equivalent. If Subrecipient has submitted insurance certifications and additional insured endorsements under a previous Contract and such documents are still current, Subrecipient is relieved of the duty to submit again within thirty (30) days of Contract execution. WSDA will terminate the Contract if Subrecipient fails to timely secure and maintain insurance. In the alternative, WSDA may refuse to reimburse Subrecipient for any costs until Subrecipient submits evidence of insurance.

30.5. If the Subrecipient is a political sub-division of the State of Washington, and individually or jointly self-insures risks, or jointly purchases insurance or reinsurance pursuant to Chapter 48.62 RCW, the Subrecipient may waive the requirement to name the state of Washington, Washington State Department of Agriculture (WSDA), its elected and appointed officials, agents and employees as an additional insured. In lieu of an additional insured listing, the Subrecipient agrees to timely file a claim as required by the insurer and to reimburse WSDA for any improper use, disposal, loss or damage to items procured under this Contract resulting from the failure of the Subrecipient, its agents, or its distribution sites, regardless of any recovery from insurance. Reimbursement method will be determined by WSDA and may include in-kind replacement in lieu of cash reimbursement. This repayment obligation shall be a lien on the general revenues of the political sub-division.

31. **LAWS.** Subrecipient shall comply with all applicable laws, ordinances, codes, regulations, and policies, as amended, of local, state, and federal government. Federal regulations applicable to this award include, without limitation, the following:

31.1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this Award.

31.2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.


31.4. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
31.5. Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.


31.9. Generally applicable federal environmental laws and regulations.

32. LICENSING, ACCREDITATION, AND REGISTRATION. Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

33. ORDER OF PRECEDENCE. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

33.1. Applicable federal and state statutes, regulations, and policies.

33.2. ARPA/CSLFRF Guidance.

33.3. Applicable Special Terms and Conditions.

33.4. Applicable Budget, Face Sheet.

33.5. General Terms and Conditions.

33.6. Attachment A: Budget and Project Description.

33.7. WSDA Instruction.

34. PERIOD OF PERFORMANCE. The period of performance for the Resiliency Grant is scheduled to begin on July 1, 2022 and ends June 30, 2023. All expenses must be incurred between July 1, 2022, and June 30, 2023. Included is a one-month fiscal closeout period as noted on the Face Sheet.

35. POLITICAL ACTIVITIES. Subrecipient shall not use any funds or food under this Contract to work for or against ballot measures or for or against the candidacy of any person for public office. Political activity of Subrecipient and Subrecipient’s officers and employees shall comply with the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the federal Hatch Act, 5 USC 1501-1508.

36. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION. Subrecipient shall not pay any bonus or commission for the purpose of obtaining approval of Subrecipient’s application for this Contract or any allocation of funds or foods under the Contract, provided, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.
37. **PROPERTY MANAGEMENT.** Property purchases made with these Contract funds are subject to the Federal Award Uniform Guidance. Subrecipient shall comply with the Federal Award Uniform Guidance, Section 200.310 through 200.326, and the Property Management Section of the Special Terms and Conditions.

37.1. Follow CSLFRF Guidance and WSDA Equipment Procurement Guidelines (AGR PUB 454) for all equipment purchases $5,000 or over, including:

   a. Complete the Food Assistance – Equipment Purchase Request/Approval Form (AGR-2204).
   
   b. Complete the Food Assistance Annual Inventory Report (AGR-2201). The initial Annual Inventory Report must be submitted with your final report and annually thereafter.
   
   c. Subsequent annual submittals are due July 1st of each year for which the equipment is in the possession of the Subrecipient and/or until a disposal request has been granted by WSDA.
   
   d. Follow the Equipment Disposition Requirements (AGR PUB 452).
   
   e. Prior approval is required for disposal (sale, trade-in, etc.) using the Food Assistance – Equipment Disposal Request/Approval Form (AGR-2203).
   
   f. Subrecipients and Subawardees are encouraged to use funds to purchase only American-made equipment.

37.2. Follow CSLFRF Guidance and WSDA Capital Improvement Guidelines (AGR PUB 898) for all capital improvement projects $5,000 or more, and the following:

   a. Complete the Food Assistance – Capital Improvement Request/Approval Form (AGR PUB 2308).
   
   b. Follow all requirements of CSLFRF Guidance and Federal Award Uniform Guidance, including 2 CFR 439 on equipment and capital expenditures.
   
   c. Additional Capital Improvement annual reporting may be required by the funding source.

37.3. Preapproval is not required for expenditures costing less than $5,000. Subrecipient must submit the required form on behalf of any Subawardee request.

37.4. Contractors must have procurement policies, including inventory policies, in place when they purchase and maintain property purchased with FA funding. Contractors must have an equipment policy for Subcontractors.

38. **PUBLICITY.** Subrecipient shall not, publish or use any advertising or publicity materials that states, infers, or implies the name of the state of Washington or WSDA without the prior written consent of WSDA.

39. **RECAPTURE.** If Subrecipient fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, WSDA reserves the right to recapture funds in an amount to compensate WSDA for the noncompliance in addition to any other remedies available at law or in equity. Repayment by Subrecipient of funds under this recapture provision shall occur within the time period specified by WSDA. In the alternative, WSDA may recapture such funds from payments due under this Contract.

40. **RECORDKEEPING AND REPORTS.**
40.1. Subrecipient shall collect such information as necessary from its Subawardees to maintain records and prepare reports as needed.

40.2. Subrecipient shall maintain and make available all 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 which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Subrecipient shall maintain records in accordance with paragraph 9. Audit of these General Terms and Conditions.

40.3. Subrecipient shall retain such records for a period of six (6) years following the date of final payment under the specific funding program.

40.4. 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 finally resolved.

40.5. Subrecipient shall submit to WSDA such reports and records as required by this Contract, in accordance with the schedule in paragraph 9. Audit and paragraph 10. Billing Procedures and Payment.

40.6. Any report that Subrecipient fails to deliver on time is delinquent.

40.7. If a report is delinquent for more than ten (10) days, WSDA may withhold Subrecipient’s funding, and/or suspend this Contract. If funding is withheld or the Contract suspended, WSDA may resume funding or reinstate the Contract after Subrecipient delivers the delinquent reports and has demonstrated to WSDA’s satisfaction that Subrecipient has taken necessary corrective action to assure timely reporting.

40.8. Subrecipient shall implement corrective action and notify WSDA if a delinquent report, or expected delinquent report, is caused by a Subawardee’s failure to report.

41. REGISTRATION WITH THE DEPARTMENT OF REVENUE. If required by law, Subrecipient shall register with the Washington State Department of Revenue.

42. SAVINGS. If 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 expiration, WSDA may immediately terminate the Contract for convenience in conformance with paragraph 47. Termination or Suspension, of these General Terms and Conditions. In lieu of termination, the Parties may amend the Contract to reflect the new funding limitations and conditions.

43. SEVERABILITY. If any part of this Contract or any incorporated document is held invalid, such invalidity shall not affect the other provision of the Contract that can be given effect without the invalid provision if such conforms to law and the purpose of this Contract. To this end, the provisions of this Contract are severable.

44. SUBCONTRACTING/SUBAWARDEE.

44.1. The Subrecipient and any Subcontractor or Subawardee will enter into written agreement including terms and conditions for the funding.
44.2. Subrecipient must ensure Subawardees have currently active UEI and keep this information on file for the duration of the Contract.

44.3. Subrecipient must rely on itself or seek its own legal counsel to determine the adequacy of any provisions of any agreement it enters into with Subawardee.

44.4. Each written agreement shall be signed by both Parties and bind the Subawardee to all applicable terms of the written agreement including, but not limited to, the program requirements under which the Subawardee receives funds.

44.5. Each written agreement must be in the legal name of the Subawardee. Subrecipient must use Subawardee’s legal name in all documents referencing the Subawardee that Subrecipient submits to WSDA.

44.6. Subrecipient shall offer technical assistance to Subawardees as needed to assist in carrying out the goals of the program. Technical assistance may include but is not limited to: digital and in person training, networking opportunities, or other.

44.7. Subrecipient must notify WSDA within ten (10) days of any changes to its Subawardees.

44.8. The existence of a written agreement shall not operate to release or reduce the liability of Subrecipient to WSDA for any breach in the performance of the Subrecipient’s duties. Subrecipient is fully responsible to WSDA if a Subawardee fails to comply with any applicable term or condition of this Contract. Subrecipient shall appropriately monitor the activities of all Subawardees.

44.9. Subrecipient shall take action to obtain restitution in connection with any claims against Subawardee for improper distribution use or loss of, or damage to, items procured under this Contract.

45. **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.

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

47. **TERMINATION OR SUSPENSION.**

47.1. Either Party may terminate Contract in whole or in part upon thirty (30) days written notice, regardless of whether termination is for cause or at will. If WSDA terminates because of Subrecipient’s failure to comply with this Contract (termination for cause), WSDA may provide notice and offer Subrecipient the opportunity to correct the noncompliance. The notice will provide a time by which the Subrecipient must return to compliance. If Subrecipient fails to correct the noncompliance within the time WSDA allows, WSDA may then immediately terminate the Contract. If WSDA terminates the Contract for cause, Subrecipient may request a dispute review as provided under paragraph 18. Disputes, of these General Terms and Conditions.

47.2. As an alternative to termination, WSDA may suspend the Contract in whole or in part, effective upon Subrecipient’s receipt of notice of suspension. If WSDA suspends the Contract because of
Subrecipient’s failure to comply with this Contract, WSDA may provide opportunity for Subrecipient to correct the noncompliance during the period of suspension. WSDA will not pay any costs associated with suspended work from the time Subrecipient receives notice of suspension until the time Subrecipient receives notice from WSDA to resume work. WSDA may terminate Contract as provided by this paragraph 47 at any time during a period of suspension.

47.3. On the date of receipt of a notice of suspension, and except as otherwise directed by WSDA, Subrecipient shall:
   a. Continue to perform the work not suspended, if Contract is suspended in part;
   b. Stop work to the extent of the suspension;
   c. Place no further orders or enter into any PO for materials, services, or facilities related to the Contract and the extent of the suspension;
   d. Notify all Subawardees, if any, of the suspension;
   e. Provide any reports WSDA requires in connection with the suspended work; and
   f. Allow WSDA access to conduct any necessary inspections or audits.

47.4. On the date of receipt of notice of termination, and as except otherwise directed by WSDA, Subrecipient shall:
   a. Stop work under the Contract, and to the extent specified, in the notice;
   b. Place no further orders or enter into any PO for materials, services, or facilities related to the Contract;
   c. Notify all Subawardees, if any, of the termination;
   d. Assign to WSDA all of the rights, title, and interest of the Subrecipient in any orders or POs arising under this Contract. WSDA has the right, in its discretion, to settle with Subawardees for any outstanding amounts or unperformed work;
   e. Preserve and transfer any materials, Contract deliverables, or WSDA property in Subrecipient’s possession as directed by WSDA;
   f. Provide any reports WSDA requires to close the Contract; and
   g. All WSDA access to conduct any inspections or audits necessary to close the Contract.

47.5. Upon termination, WSDA shall pay Subrecipient for any valid reimbursable expenses incurred by Subrecipient under the Contract prior to the date of termination. If Contract is terminated during a period of suspension, WSDA is liable for only any valid reimbursable expenses incurred by Subrecipient under the Contract prior to the date of suspension. WSDA may withhold any amount due as WSDA reasonably determines is necessary to protect WSDA against potential loss or liability resulting from the termination. WSDA shall pay any withheld amount to Subrecipient if WSDA later determines that loss or liability will not occur.

47.6. Subrecipient shall refund WSDA for any misuse or loss of funds received by Subrecipient under this Contract, regardless of whether Subrecipient has further distributed the funds.
47.7. The rights and remedies under this paragraph 47 are in addition to any other rights and remedies provided under this Contract or as otherwise provide under law.

48. **WAIVER.** Waiver of any default or breach does not waive 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 WSDA’s Authorized Representative.
FOOD ASSISTANCE: RESILIENCY GRANT
ATTACHMENT A: BUDGET AND PROJECT DESCRIPTION
State Fiscal Year 2023 (7/1/22-6/30/23)

Organization Information

- Organization Name:

WSDA FA Approved Project Description for this Funding
Project description less any disallowed expenses from application:

- Item or Service – Budget Category
- Item or Service – Budget Category
- Item or Service – Budget Category

WSDA FA Approved Budget Category Estimates

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<tr>
<th>Budget Category</th>
<th>Estimated Value(s)</th>
<th>Total Value(s) with Ancillary Charges</th>
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<tbody>
<tr>
<td>Total</td>
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<td>$ X,000.00</td>
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</tbody>
</table>

Notes to Subrecipient:

- WSDA will only reimburse up to the total award amount listed above and for costs in alignment with the grant, provided budget, and project description.
- Invoices may be submitted to WSDA once per month.
Subrecipient shall send all submittals and reports to the WSDA Representative listed on the Face Sheet.

<table>
<thead>
<tr>
<th>Due Date/Timeframe</th>
<th>Document Due</th>
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<tbody>
<tr>
<td>The 20th of each month for the previous month</td>
<td>• A-19 Invoice Voucher w/expanded general ledger</td>
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<tr>
<td></td>
<td>• Backup documentation for services or as requested by WSDA</td>
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<tr>
<td></td>
<td>• Invoice Vouchers must be submitted monthly (whether funds have been spent or not)</td>
</tr>
<tr>
<td>Within thirty (30) days of Contract Execution</td>
<td>• Single Audit Exemption Form, if not required to have a Single Audit</td>
</tr>
<tr>
<td></td>
<td>• Insurance (see General Terms and Conditions)</td>
</tr>
<tr>
<td>As needed</td>
<td>• Request and approval forms for equipment and/or capital improvement projects $5,000 and over</td>
</tr>
<tr>
<td></td>
<td>• All audits related to this Contract Award are due within nine (9) months of the end of the Subrecipient’s fiscal year</td>
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<td>• Subsequent Single Audit Exemption Form related to this Contract Award must be submitted within thirty (30) days of the end of the Subrecipient’s fiscal year</td>
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<tr>
<td>September 30, 2022</td>
<td>• Quarterly Reports</td>
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<tr>
<td>January 13, 2023</td>
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<tr>
<td>March 24, 2023</td>
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<tr>
<td>June 30, 2023</td>
<td>• Project Completion and Final Report</td>
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<td>Annually, post-period of performance</td>
<td>• Equipment and capital improvement project inventory</td>
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<td>• Additional reporting as required by the funder</td>
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## FOOD ASSISTANCE: RESILIENCY GRANT
### ATTACHMENT C: BUSINESS CONTACTS

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<tr>
<th>Subrecipient</th>
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<tbody>
<tr>
<td>Website Address:</td>
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<tr>
<td>General Phone Number – Public Contact:</td>
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<tr>
<td>General Email – Public Contact:</td>
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<td>Emergency Contact:</td>
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<table>
<thead>
<tr>
<th>Executive Director:</th>
<th>Chief Financial Officer:</th>
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<tbody>
<tr>
<td>Name</td>
<td>Name</td>
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<tr>
<td>Primary Phone</td>
<td>Primary Phone</td>
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<td>Secondary Phone</td>
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<tr>
<th>Program Contact:</th>
<th>Additional Program Contact:</th>
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<tbody>
<tr>
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<td>Secondary Phone</td>
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<tr>
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FOOD ASSISTANCE: RESILIENCY GRANT  
ATTACHMENT: D FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT COMPLIANCE

Background: The Washington State Department of Agriculture (WSDA) is required by the Federal Funding Accountability and Transparency Act (FFATA) to report executive compensation information for certain grant awards under the Food Assistance programs. You will need to complete this form regardless of whether or not you meet the criteria. WSDA is required to report the names and total compensation of the five (5) most highly compensated officers of your organization only if all three of the following criteria were met in your organization’s previous fiscal year:

1. Your organization received 80 percent or more of its annual gross revenues from Federal awards*; AND
2. Your organization received $25,000,000 or more in annual gross revenues from (ALL) Federal awards; AND
3. The public does not have access to this information about compensation through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

*Federal awards include grants/subgrants and procurement Contracts/Subcontracts.

Agency Name:  
Name:  
Title:  
Signature:  
Date:  

Please review the three criteria above and complete one of the following options:

OPTION 1: Your organization DOES NOT MEET all three criteria above.  
The three criteria above were not met in your organization’s previous fiscal year.

Option 2: Your organization MEETS all three criteria above. Please fill in the required information below. *  
WSDA is required to report the names and total compensation of the five (5) most highly compensated officers of your organization only if all three of the above criteria were met in your organization’s previous fiscal year.

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FA-RG Contract – Attachment D: Federal Funding Accountability and Transparency Act Compliance  
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