



Washington
State Department of
Agriculture

WE FEED WASHINGTON

PILOT FOOD PROGRAM – FINAL PHASE

(SEPTEMBER 2023 – JUNE 2025)

PROGRAM MANUAL
SEPTEMBER 2023

Updated July 2024

This institution is an equal opportunity provider.

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SECTION 1: OVERVIEW

INTRODUCTION

In May of 2020, The United States Department of Agriculture (USDA) launched the Farmers to Families Food Box Program to provide economic relief to food businesses and farms affected by the COVID-19 pandemic while providing low-barrier emergency food resources to individuals experiencing hunger.

This program was administered directly between the Federal Government and a few selected grantees across Washington state. The Washington program was reflective of a similar method employed across the United States, without coordination between other federal food assistance programs or state government programs. Consequently, much of the food was distributed through hunger relief programs that have not historically participated in food assistance programs affiliated with the Washington State Department of Agriculture (WSDA). The Farmers to Families Food Box Program, a federal program, was terminated in May 2021. At the time, two USDA vendors were distributing approximately 1.5 million pounds of perishable food weekly to more than 100 nonprofit organizations in Washington state. Of the nonprofit food recipients, the majority had no pre-existing relationship with WSDA's food assistance programs and were ineligible to receive food or funding through these programs.

During the peak of the pandemic crisis in 2020, as many as 1 in 3 Washingtonians experienced food insecurity. Based on worrisome previous recession recovery trends, WSDA estimates that rates of food insecurity may not return to pre-pandemic levels for ten or more years. While the network of organizations engaged in WSDA's food assistance programs provide a substantial and broad emergency food safety net, WSDA recognizes that there are gaps in this safety net. Additionally, research conducted by the University of Washington and Washington State University throughout the COVID-19 pandemic indicates that minority and socially disadvantaged communities faced food insecurity at disproportionately high rates while experiencing greater access barriers to receiving various forms of food assistance, highlighting a continual need for programs that fill the gap.

During the 2021 (ESSB 5092) and 2022 (ESSB 5693) legislative sessions combined, the Washington State Legislature appropriated more than \$103 million in Federal funding for WSDA for the following purpose: *"One-time funding is provided to develop a state alternative to the United State Department of Agriculture Farmers to Families Food Box Program and provide resources for hunger relief organizations, including organizations that serve black, indigenous, people of color, and other socially disadvantaged communities."* To date, WSDA has issued more than \$130 million in contracts and grants to provide these emergency food resources to communities across the state.

During the budget creation session for the 2023–25 biennium, the legislation was petitioned for additional funds for We Feed Washington (WFW). \$35 million was awarded for two additional years of the program.

ACKNOWLEDGEMENT OF STATE FUNDING AND COMPLIANCE WITH STATE LAW AND REGULATIONS

Funding for this Agreement has been provided by the 2023–2025 Biennial State Operating Budget, Engrossed Substitute Senate Bill (ESSB) 5187, chapter 311 Laws of 2023. WSDA WFW administers these funds through the We Feed Washington Pilot Program, which is part of the state’s coordinated response to increase farm and food business viability, reduce access barriers, and increase food security for all Washingtonians. Grantees are subject to all state laws, regulations, and guidance applicable, and to all state rules and requirements of the state program.

SCOPE OF WORK AND OBJECTIVES

This pilot food program is intended to address identified access gaps in the emergency food safety net through the procurement and distribution of emergency food from Washington-based farm and food businesses to Washingtonians experiencing food insecurity. These gaps may include underserved unique populations like home-bound seniors, individuals with disabilities, immigrants, households with language access barriers, Black, Indigenous, People of Color, or other distinct cultural communities, as well as unique geographic areas including cities, counties, rural census tracts or a combination thereof. To learn more about access gaps in the emergency food system, as well as racial and other disparities in rates of food insecurity, WSDA commissioned studies from the University of Washington and an informal Black, Indigenous, People of Color leadership team that was assembled in collaboration with the WSU Food Systems Team. Both studies are available at: <https://agr.wa.gov/about-wsda/focus-on-food>.

While the WSDA values infrastructure, education, capacity building and other long-term investments to ensure a resilient food system in the face of future challenges, that is not the purpose of this pilot food program. All grant awardees associated with this pilot program must address immediate needs in the form of emergency food procurement from local growers or producers and provision to food-insecure individuals and households. Partnership, collaboration, and innovation are encouraged.

OBJECTIVES: WSDA’s overarching objective is to ensure access to a safe and nutritious supply of food to support a healthy and thriving Washington population. The We Feed WA Pilot Food Program has two primary objectives:

1. Increase the economic viability of farmers and food businesses through the procurement of emergency food from Washington-based farm and food businesses, with resources prioritized for underrepresented farmers and ranchers, as well as women, minorities, and small business owners.
2. Increase emergency food access among underserved Black, Indigenous, People of Color, and socially disadvantaged communities by providing community-responsive emergency food resources to a diverse network of hunger relief programs, including traditional food banks and food pantries, as well as unique, equity-centered distribution models.

A key challenge and opportunity of this pilot food program is to work with Grantees to both provide immediate emergency food relief to underserved communities and the hunger relief programs that seek to serve them, while also providing meaningful market access and community food security opportunities to farm and food businesses.

WSDA supports projects that balance these objectives by fostering cross-sector relationships built on shared learning, cooperation, equity, and mutual success. The ability to develop an ecosystem of vendors and partners that are committed to learning about respective needs, assets, and capabilities, as well as the synergies that are possible when local food and farm businesses work together with community food programs is essential. While this pilot food program is only assured funding through June 30, 2025, WSDA hopes that durable relationships, greater cooperation across facets of the food system, and ongoing learning about models and evaluation methods that address gaps will be lasting outcomes. Together, we can feed Washington.

AWARD LEVELS

The Request for Application (RFA) for SFY 23–25 was not divided into separate award types as in previous years, but instead created as a single award category to be used at the discretion of the applicant within the confines of state regulation and policy. This was defined by the following tiers as for total grant funding award amount not to exceed \$1,000,000:

- Award Category 1: \$100,000 to \$ 249,999
- Award Category 2: \$250,000 to \$ 499,999
- Award Category 3: \$500,000.00 to \$ 1,000,000

Allocation was proposed on a per-county basis. Grant commitments were awarded by county based on the WSDA review team's evaluation process and scoring. Acceptability of individual entity score was established by standard deviation calculated in a method of pooling scores.

CONTACT INFORMATION

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We Feed Washington Pilot Food Program

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Program Email: wefeedwa@agr.wa.gov

Program webpage: <https://agr.wa.gov/about-wsda/we-feed-wa>

SECTION 2: ADMINISTRATION

DEFINITIONS

ALLOCATION: The process of distributing money to different counties in the state based upon need.

COMPLIANCE REVIEW: Any planned, ongoing, or periodic activity that measures and ensures contract compliance with program requirements.

DEBARMENT: The act of being suspended or being declared ineligible by any state or federal agency from participating in any transactions with them.

DISTRIBUTION REGION: The counties that Grantees are selected to provide services in.

EMERGENCY FOOD: Food that is given to people who do not have the means to acquire that food themselves, so that they will not go hungry.

EMERGENCY FOOD PROVIDER: An eligible entity that provides people with emergency food to include culturally relevant food, fresh and shelf-stable food, and prepared meals.

EQUITY: Developing, strengthening, and supporting policies and procedures that distribute and prioritize resources to those who have been historically and are currently marginalized, including tribes.

FOOD PRODUCER (LOCAL AND REGIONAL): Local and regional producers are farmers, ranchers, producers, processors, or distributors and other businesses involved in food production or distribution that are located in the state or tribal region or within 400 miles of the delivery destination.

GRANT: State grants are economic aid issued by the Washington State Legislature out of the general state revenue. A state grant is an award of financial assistance from a state agency to a recipient to carry out a public purpose of support or stimulation authorized by the Revised Code of Washington (RCW).

GRANTEE: A person or organization to whom a grant is made.

GRANTOR: The state agency that allows a grant to be made to an organization or person (in this case, WSDA).

IN-KIND: The value of volunteer services or donated goods including staff time, rent, food, supplies, and transportation.

NONPROFIT: A private agency or organization with tax-exempt status under the Internal Revenue Code, or that has applied for tax-exempt status with the Internal Revenue Service.

PARTNER: An established organizational relationship that facilitates the delivery of emergency food on behalf of the WSDA.

POOLING SCORES: A method for deriving an apparent successful Grantee through official analysis of need on a by-county basis.

REQUEST FOR APPLICATION (RFA): A type of solicitation notice in which an organization announces that grant funding is available.

TERMINATION: This refers to termination of the grant agreement. Termination can be in whole or in part by either party with thirty (30) days written notice.

USDA: United States Department of Agriculture.

WASHINGTON RETAIL FOOD CODE: available at <https://doh.wa.gov/sites/default/files/legacy/Documents/Pubs/332-033.pdf>

WSDA: Washington State Department of Agriculture.

GRANTEE RESPONSIBILITIES

- a. Complete WFW project funded activities by June 30, 2025
- b. Notify WSDA WFW Program Lead of any proposed changes to Grantee's project before changes take place
- c. Attend mandatory monthly grantee meetings, information sessions, and/or trainings as required by WSDA WFW
- d. Submit all required documents per Attachment B: Schedule of Submittals in Grant Agreement
 - The 15th of each month for the previous month, submit A-19-1A Invoice Voucher with all required backup documentation
 - Within thirty (30) days of Agreement execution submit:
 - Copy of most recent audit report including any management letters and documentation of resolution, if applicable
 - Certificate of Insurance naming WSDA as additional insured (see General Terms and Conditions)
 - WSDA We Feed WA Seal Usage Agreement if Grantor intends to use WSDA seal/logo in any way [RECOMMENDED]
 - Link to website(s) where We Feed Washington grant-funded food distribution details are available to the public
 - Complete and submit the final grant report on or before July 15, 2025
- e. Follow all Agreement and funding requirements
- f. Maintain an active and current Unified Business Identifier (UBI)
- g. Maintain an active and current Employer Identification Number (EIN) or a Federal Employer Identification Number (FEIN)
- h. Procure and maintain insurance levels required under Grant Agreement (see General Terms and Conditions, subsection 30)
- i. Provide a fiscal or accounting audit that was conducted by a third party, if applicable
- j. Return a signed [We Feed WA Seal Usage Agreement](#) (if applicable)
- k. Reply to all communications and requests from the WFW team in a timely manner
- l. Follow all applicable State of Washington, USDA, and WSDA standards, policies, and licensing requirements for food distribution, storage, transportation and repackaging
- m. If applicable, Grantee shall enter into a written agreement with any subcontractor or subgrantee that is receiving funds from or performing all or part of the services for the Grantee under the Grantee's agreement with WSDA WFW, including terms and conditions for the funding or performance of services
- n. If applicable, Grantee shall establish a written dispute resolution process for Subcontractors under the Agreement prior to the execution of the written agreement
 - The Grantee shall provide a copy of the dispute process to all Subcontractors upon request

GRANT STANDARDS

Grantee is responsible for establishing grant management policies in accordance with the grant Agreement.

The Grantee's organization or business 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 use of state funds.
2. Procedures that ensure all grant transactions shall be conducted in a manner that facilitates clear communication between the Grantee and WSDA for the purposes of reimbursement.
3. Minimum procedural requirements, as follows:
 - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items
 - b. Reimbursement requests shall be based upon a clear and accurate description of the work performed
 - c. Positive efforts shall be made to use already established, local, small, and minority-owned businesses and organizations for partnership in delivering funded services

SECTION 4: FISCAL MANAGEMENT

ALLOWABLE ACTIVITIES AND EXPENSES

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

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

Grantee shall submit signed invoices/expenditure reports via email to wefeedwa@agr.wa.gov on or before the 15th of the month following provision of services.

An invoice voucher (Form A-19-1A) must be submitted with reimbursement request that includes dollars spent per the Grantee's Agreement Attachment A: Budget and Project Description. See section **Reimbursement Requests** (page 13) for more details. Grantee shall:

- Maintain financial expenditure tracking by funding source, if applicable
- Collect and keep on file all backup documentation related to this grant for a period of six (6) years after the final grant activity has concluded

The invoices shall include the Agreement number and indicate the costs incurred for each budget category as directed by WSDA WFW and indicated on WSDA WFW's invoice template (Form A-19-1A).

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

Grantee must reimburse Subcontractors before requesting reimbursement from WSDA WFW.

WSDA WFW will pay the Grantee upon acceptance of services provided and receipt of properly completed invoices with required backup documentation.

Payment is timely if made by WSDA WFW within thirty (30) calendar days after receipt of complete and sufficient invoice and supporting backup documentation. Payment shall be made by mailed, physical check unless grantee enrolls in direct deposit with the Office of Financial Management (OFM) Statewide Vendor/Payee Services (SWV). For more information or to make changes to registration with OFM regarding their SWV, please visit: <https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services>.

BILL ONLY ALLOWABLE ACTIVITIES AND EXPENSES

Grantees are allowed to use state funds for administrative and operational expenses, including direct service expenses and agency allowed indirect expenses.

ALLOWABLE ADMINISTRATIVE ACTIVITIES AND EXPENSES

Grantees, including private business aggregators/distributors, community action non-profits, other non-profit organizations, food pantries, food banks and tribal Grantees shall only bill for allowable administrative activities and expenses, including agency indirect expenses attributable to ONLY the WFW specific program. It is essential that each item of cost incurred for the same

purpose be treated consistently in like circumstances either as a direct or an indirect cost in order to avoid possible double-charging of state awards.

Allowable administrative activities and expenses may include:

- Salaries, wages, and fringe benefits for administrative staff related to grant activities
- Office supplies and lease, rental, and repairs of equipment related to grant activities
- Travel expenses for administrative staff related to grant activities
- Telephone, postage, mailing, printing, and copying related to grant activities
- Insurance and audit costs related to grant activities

Administrative indirect expenses are limited:

- Grantees are limited to ten (10) percent indirect administrative costs of the total contract award with exception of if a grantee has a NICRA
- Grantees with a federally approved indirect rate may use that rate to charge indirect costs
- If charging the ten (10) percent de minimis rate of total modified direct costs (MTDC), this rate must be applied consistently and Grantee shall have a documented process for the billing of indirect expenses

Allowable indirect administrative activities and expenses

- Allowable indirect costs must be determined in accordance with generally accepted accounting principles (GAAP) and charged based on modified total direct costs (MTDC)
- Includes membership dues that cannot be readily identified with a particular program if Grantee is enrolled in multiple WSDA programs
- Costs not directly charged and that are spread among more than one program shall be charged to appropriate programs according to the cost allocation plan and state and federal regulations, policies, and laws, as applicable

Allowable Direct Administrative activities and expenses

Direct administrative costs are those costs that can be identified specifically for WFW activities or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently as direct costs.

Allowable costs must:

- Be necessary and reasonable for the performance of the state award and be applicable to this program or its intended purpose
- Conform to any limitations or exclusions associated with this program or any applicable state and federal regulations, policies, and laws
- Be consistent with policies and procedures and other activities of the state pass-through agency
- Be consistently applied and may not be assigned to a state award as a direct cost if any other cost incurred for the same purpose has been allocated to the state award as an indirect cost
- Be determined in accordance with generally accepted accounting principles (GAAP)
- Be adequately documented per program and policy requirements
- Be reasonable and allocatable to this program or its purpose

UNALLOWABLE ACTIVITIES AND EXPENSES

Funds awarded under the contract shall not be used for:

- Activities not related to the We Feed WA pilot food program
- Administrative indirect expenses above the allowable 10 percent of the contract. The exception to this is if a grantee has a Negotiated Indirect Cost Rate Agreement (NICRA) with the federal government, in which case, a letter of the updated indirect rate must be furnished to We Feed WA prior to requesting reimbursement at a higher rate
- Payment of mortgages or leases with option to buy
- Facilities maintenance and repair costs
- Capital expenditures including equipment purchases greater than \$5,000 and capital improvements
- Purchases of land or buildings or construction of new buildings
- Gift cards
- Gratuity or tip for prepared foods or other services
- Salaries and benefits of staff and/or positions not named in the application (exceptions may apply)
- Gas expenses for vehicles not owned by the organization or business, including personal vehicles of staff and volunteers used for organization services
- Maintenance or repair expenses of vehicles not owned by the organization
- Stipends
- Volunteer or staff meals
- Lobbying
- Personal loans
- Rental or lease-to-own costs paid for profit, management fees, and taxes that would not have been incurred had the non-federal entity purchased the property
- Financing costs other than to acquire, construct, or replace capital assets
- Medicine and other non-allowable household items

Funds awarded under the contract shall not be reimbursed for the following purchases:

- Any kind of carbonated beverage or flavored sugared drinks such as soda, drinks in pouches, pre-made sweetened beverage or powdered drink mix to make, all flavored water, pre-made teas, any energy drinks, on-the-go drink packets, and all sports drinks. (Note: Bottled water is allowed)
- Any kind of “snack” foods such as candy, gum, cookies, crackers, granola bars, protein or energy bars, gummy type fruit snacks, popcorn, and potato/corn/veggie chips
- Any kind of desserts such as ice cream, pies, and cakes
- Any kind of donuts, breakfast pastries, and muffins
- Any kind of alcoholic beverages
- Any kind of tobacco products
- Pet foods and supplies

REIMBURSEMENT REQUESTS

Grantees shall submit monthly expenditure reports in the form of monthly reimbursement request. All requests should identify the costs incurred for work performed the previous month as defined by the Agreement. All invoices must be submitted by the 15th of each month for the previous month's activities.

Reimbursement requests shall include:

- a) WSDA Form A-19-1A cover page completed, signed, and dated with totals for each budget category that reimbursement is being requested
- b) Use of the Billing Adjustments column is to be reserved for expenses submitted for reimbursement of prior submissions already completed and submitted
- c) For Food purchases, transportation and fuel purchases, and rentals, utilities, supplies, repairs purchases and expenses,
 - An expanded general ledger accompanied by an invoice or receipt with a full description of item(s) or service(s) purchased as well as date of accrual of the expense
 - OR
 - An invoice or receipt with a full description of item(s) or services(s) purchased and the date of purchase accompanied by a receipt with a zero-balance showing date payment was rendered or bank statement or cleared check confirming date of payment
- d) For Salaries and Benefits reimbursement
 - An expanded general ledger showing employee hours billed to WFW during the payroll period including the employee net pay and other payroll expenses
 - OR
 - Timesheet and pay stub showing the employee hours billed to WFW during the payroll period including the employee net pay and other payroll expenses
- e) For indirect costs, this must not exceed the 10% de minimis amount unless a Federal NICRA rate has been provided previously with an approved higher rate
- f) For Other (Accounting, insurance, etc.),
 - An expanded general ledger accompanied by an invoice or receipt with a full description of item(s) or service(s) purchased as well as date of accrual of the expense
 - OR
 - An invoice or receipt with a full description of item(s) or services(s) purchased and the date of purchase accompanied by a receipt with a zero-balance showing date payment was rendered or bank statement or cleared check confirming date of payment

FINAL GRANT REPORT

Grantees shall compile data as outlined in the Agreement and must submit a report individually to WSDA at wefeedwa@agr.wa.gov by no later than July 15, 2025.

The final report that Grantee will compile over the period of performance should include:

1. Number of Households served during the period of performance (pp)
2. Number of food boxes distributed during the pp, if applicable
3. Pounds of food by type distributed during the pp, if applicable:
 - Produce
 - Meat/Poultry
 - Seafood
 - Dairy
 - Other Protein-rich Items
 - Grain
 - Other (spices, oils, prepared foods, etc.)
4. Roughly speaking, what is the breakdown of the amount* of food that you sourced for the WFW program that falls under each procurement category below. (*Amount is based on quantity of items, not value of purchases) (Please list 0 (zero) if not applicable. The sum of the categories should be 100. Please round to the nearest 5%.)
 - Purchase, retail or wholesale ____ %
 - Purchase, direct from producers ____ %
 - Donation ____ %
 - Gleaning & Rescue ____ %
5. Please provide a list of the WA farms and food businesses you sourced food from during this period of performance
6. Roughly speaking, what is the breakdown of the dollar value you spent on food to supply the WFW program during this period of performance? (Use zero (0) for none. Note: numbers in the three categories should add to 100. Please round to the nearest 5%.)
 - WA businesses ____ %
 - Non-WA businesses within 400 miles of distribution ____ %
 - All other businesses (further than 400 miles) ____ %
7. Optional: Total funding your organization applied to other emergency food distribution expenses during the period of performance

SECTION 5: COMPLIANCE MANAGEMENT

WSDA PROGRAM MANAGEMENT AND ADMINISTRATION

WSDA STAFF SHALL MONITOR GRANT AWARDS AND GRANTEES

WSDA staff shall conduct monitoring of Grantees by evaluating monthly submitted expenditure reports and pertinent backup documentation and responses to other requests that includes program reviews on-site or by a desk review as well as any and all expiring licenses, Certificate of Insurance (COI), or other deliverables. At any time, the WSDA may request a Grantee to send in all supporting documentation for expenditures.

At the time of grant Award, WSDA WFW staff conducted a Grantee Financial and Risk Assessment Rating utilizing answers and data shared at the time of grant Application. This rating is a result of the technical review processes for the WFW Pilot Program. The following outline how the risk rating informs desk and on-site visits:

MONITORING SCHEDULE PURSUANT TO RISK RATING

- Low Risk:** On-site or desk-review monitoring to occur at least once during the grant period of performance
- Medium Risk:** On-site monitoring during the first six (6) months of Agreement execution, with another before the end of the grant period of performance
- High Risk:** On-site monitoring in the first ninety (90) days of Agreement execution, with an additional two (2) reviews before the end the grant period of performance

Grantees that receive a Notice of Non-Compliance at any point during the grant period may have their risk rating increased, resulting in more rigorous grant monitoring.

Grantees that have serious performance issues, validated complaints against them, or who have been evaluated at medium or high risk may have in-person site visits at a higher frequency.

Site reviews and audits may be conducted as desk reviews or in-person, depending on the nature of the risk, complaint(s) and/or infraction.

If a Grantee violates any of the more critical conditions set forth in the Agreement, WSDA staff may conduct a site visit to investigate the violation or any validated complaint. There are three possible outcomes of a site visit.

1. Satisfactory – No further action or input is required
2. Satisfactory with follow up required – Items listed, or actions required need to be submitted with completion dates
3. Corrective Action Needed – Grantee will be notified of actions required at the time of the site visit and an official letter will be sent via email and by post within 10 days of notification

TECHNICAL ASSISTANCE

WSDA WFW staff shall offer technical assistance to Grantees when needed. This includes information on program-related policies and procedures, helping to identify needed program-related resources, offering information on best practices and assistance with fiscal issues. WSDA WFW staff will assist where possible, but it may be required that the Grantee seek support outside of the agency should assistance needed be outside of the scope of WSDA oversight or expertise.

CONTRACT NON-COMPLIANCE

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

TERMINATION OR SUSPENSION

Either party may terminate the Agreement, in whole or in part, upon thirty (30) days written notice, regardless of whether termination is for cause or at will. If WSDA WFW terminates because of Grantee's failure to comply with the Agreement (termination for cause), WSDA WFW may provide notice and offer Grantee the opportunity to correct the noncompliance. The notice will provide a time by which the Grantee must return to compliance. If Grantee fails to correct the noncompliance within the time WSDA WFW allows, WSDA WFW may then immediately terminate the Agreement. If WSDA WFW terminates the Agreement for cause, Grantee may request a dispute review as provided under Paragraph [19. Disputes](#) in the Grant Agreement, of the General Terms and Conditions.

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

On the date of receipt of a notice of suspension, and except as otherwise directed by WSDA WFW, Grantee shall:

- a. Stop work to the extent of the suspension;
- b. Continue to perform the work not suspended, if Agreement is suspended in part;
- c. Place no further orders or enter into any PO for materials, services, or facilities related to the Agreement and the extent of the suspension;
- d. Provide any reports WSDA WFW requires in connection with the suspended work; and
- e. Allow WSDA WFW access to conduct any necessary inspections or audits.

On the date of receipt of notice of termination, and as except otherwise directed by WSDA WFW, Grantee shall:

- a. Stop work under the Agreement, 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 Agreement;
- c. Notify all Subcontractors, if any, of the termination;
- d. Assign to WSDA WFW all of the rights, title, and interest of the Grantee in any orders or POs arising under this Agreement. WSDA WFW has the right, in its discretion, to settle with Subcontractors for any outstanding amounts or unperformed work;
- e. Preserve and transfer any materials, Agreement deliverables, or WSDA WFW property in Grantee's possession as directed by WSDA WFW;
- f. Provide any reports WSDA WFW requires to close the Agreement; and
- g. All WSDA WFW access to conduct any inspections or audits necessary to close the Agreement

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

Grantee shall refund WSDA WFW for any misuse or loss of funds received by Grantee under this Agreement, regardless of whether Grantee has further distributed the funds.

The rights and remedies under Paragraph 47 of the Agreement are in addition to any other rights and remedies provided under this Agreement or as otherwise provide under law.

DISPUTE POLICY FOR GRANTEES

DISPUTING A WSDA WFW DECISION

Except as otherwise provided in the executed Agreement, when a dispute arises between WSDA WFW and the Grantee that cannot be resolved by direct negotiation, the Grantee may request a review by the WSDA's Director, who may designate another person (designee) to hear the dispute, as follows:

- a. The request must:
 - Be written;
 - Identify the Grantee's name, address, and the Agreement number;
 - State the disputed issues;
 - State each Party's position;
 - Be emailed to the WSDA Director, with a copy to the WSDA WFW Program Lead within three (3) days after the Parties agree that they cannot resolve the issue

- b. The WSDA WFW Program Lead shall submit a written statement of their position regarding the Grantee's request to both the Director or the Director's designee, and the Grantee 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 written notice to both Parties
- d. The Parties shall attempt to resolve the dispute under this Paragraph 18 before filing a claim in any tribunal. Nothing in this Agreement limits the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above