



April 30, 2021

Patricia Robertson, Executive Director
Mammoth Lakes Housing Inc.
 PO BOX 260
 Mammoth Lakes, CA 93546-0260
patricia@mammothlakeshousing.org

Dear Patricia Robertson:

Congratulations. Local Initiatives Support Corporation (“LISC”) has approved a grant in the amount set forth in the table below (the “Grant”), to **Mammoth Lakes Housing Inc.** (“Grantee”), subject to the terms of this grant agreement entered into by and between LISC and Grantee (the “Grant Agreement”), which are as follows:

Program Action Number:	52516-0001
Grantee’s DUNS Number:	157649133
Federal Award (Source of Funds):	Department of Treasury Emergency Rental Assistance Program (Non-Research and Development)
Federal Award Identification Number:	ERA0003
Date of Federal Award to LISC:	February 9, 2021
Catalog of Federal Domestic Assistance:	21.023
Grant Amount to Grantee:	\$117,134.00
Portion of Grant Funded with Federal Funds:	100%
Portion of Grant Funded with Treasury Emergency Rental Assistance:	100%
Grantee’s Indirect Cost Rate:	10%

Grant Funding and Budget

Uses:	Amount
Partial Salary & Fringe: (Latino Advocacy Group Leader; Grant & Financial Associate; Executive Director; Special Projects Coordinator; Intern)	\$102,216.45
Expendable program supplies: (printing costs)	\$500.00
Non-expendable program supplies: (iPads)	\$1,000.00
Travel costs (mileage reimbursement)	\$2,769.00
Subtotal	\$106,485.45
Indirect costs (capped) at 10% de minimis	\$10,648.55
TOTAL	\$117,134.00

Department of Treasury
 State of California
 Emergency Rental Assistance Program

Detailed accounting records are required for all transactions related to the Grant without commingling with other projects or funding. Grantee must keep all accounting reports and supporting documents safely secured and available for monitoring or audit upon notice.

Any change in the budget of more than 10% of the total budget shall be subject to LISC's prior written approval. LISC reserves the right to approve any professionals or consultants engaged with any Grant funds (if such engagement is permitted). In order to be reimbursed for approved consultant fees, a copy of the consulting agreement and must be sent to LISC for review. Additionally, consistent with certification 2 of Attachment B, the grantee must verify that the consultant is not debarred nor suspended from doing business with the Federal Government per www.sam.gov

Notwithstanding anything to the contrary in this Grant Agreement, Grant funds must not be used to carry out federally unallowable activities in contravention of 2 C.F.R. Part 200. Unallowable activities include, but are not limited to, lobbying, fundraising, public relations and organizational marketing.

If the Grant budget includes the payment of indirect costs, Grantee shall provide LISC with a copy of its most recent negotiated indirect cost rate agreement and if requested by LISC, a copy of its Certification of Indirect (F&A) Costs and, as applicable, a copy of its Certification that it does not meet the definition of a major nonprofit organization, which had been duly executed on behalf of Grantee by an individual at a level no lower than vice president or chief financial officer for Grantee, all in accordance with the requirements under Section 200.415 of 2 C.F.R. Part 200. De minimis rate of 10% of Modified Total Direct Costs shall be calculated and charged as approved, and in accordance with 2 C.F.R. § 200.68.

Term of the Grant

The Grant term begins on March 9, 2021, and ends on **December 31, 2021.**

Purpose of the Grant:

The Local Initiatives Support Corporation (LISC) was selected by the State of California to bring together ground-level partnerships throughout California communities and tribes to assist the state as it implements the Emergency Rental Assistance Program. The purpose of this grant is to ensure all regional geographies, target communities, and tribes most impacted by the COVID19 pandemic throughout California have access to the program. Grantee will be part of the Local Partner Network, and will ensure that all potential applicants can receive in-language assistance in their area.

LISC is implementing a three-tiered engagement strategy to offer multiple pathways to provide assistance that will engage people with the level of support necessary to benefit from the Program. This strategy is designed to acknowledge and address the barriers of individuals who may qualify for assistance and to successfully benefit them. The tiers are focused on: 1) promotion of the program; 2) targeted outreach to eligible households; and 3) technical assistance to provide guidance to individuals as they navigate the application process.

Grantee will serve in the following tier (s):

Tiers 2 and 3: Outreach and Technical Assistance ACTIVITIES

- Eblasts to database 2 times a month for 7 months
- One social media post per week for 7 months
- Announce at community convenings 3 times per month for 7 months
- Conduct outreach programming in-language per contract

- Circuit Rider Door Step Appointments (all collected information will be uploaded to the portal daily)
- Conduct literature drops in digitally remote areas
- In person appointments
- Document drop-off center
- All collected information will be uploaded to the portal daily

Network Participation

- Organization will need to itemize activities (date, time, location, medium, etc.)
- Attend weekly engagement meeting

LISC was selected by the State of California (“State”), acting through the Department of Housing and Community Development (“HCD”) under available funding from United States Department of Treasury (“UST”) to provide localized support related to emergency rental financial assistance and housing stability services for HCD’s Emergency Rental Assistance Program (the “Program”). The purpose of this Grant is to bring together ground-level partnerships throughout California communities and tribes to assist the State as it implements the Program to ensure all regional geographies, target communities, and tribes most impacted by the COVID-19 pandemic throughout California have access to the Program.

The undertaking by Grantee of the activities described above, which will benefit low- and moderate-income households (i.e. households with incomes that do not exceed 80% of area median income), and the anticipated outcomes set forth above, is referred to as the “Project”.

In accordance with the Grant Budget, Grantee in furtherance of its charitable purposes, hereby agrees to use the Grant to cover a portion of its direct and indirect expenses of the Project. Funds provided under this grant for staff and consultant costs must not be used to carry out federally unallowable activities, as prohibited under 2 C.F.R. Part 200. Unallowable activities include, but are not limited to, lobbying, fundraising, public relations and organizational marketing.

By executing this Grant Agreement, Grantee agrees to carry out the activities described above on a timely basis and otherwise in compliance with this Grant Agreement (including all exhibits and attachments hereto). Grantee further represents and warrants that the activities contemplated under this Grant Agreement addresses, or will address, one of the following objectives: (i) promotion of the Program; (ii) targeted outreach to eligible households of the Program; and (iii) technical assistance to provide guidance to eligible households and landlords, as applicable, as they navigate the application process.

This Grant is not being awarded to further research and development activities.

Availability of Appropriation; Sufficiency of Funds:

This Grant Agreement is contingent upon and subject to the availability of sufficient funds. LISC may terminate this Grant Agreement, in whole or in part, without penalty or further payment being required, if sufficient funds for this Grant Agreement have not been appropriated or otherwise made available to LISC by the federal funding source. LISC shall provide notice, in

writing, to Grantee of any such funding failure and its election to terminate or suspend this Grant Agreement as soon as practicable. Any suspension or termination pursuant to this provision will be effective upon the date of the written notice unless otherwise indicated.

Disbursement Conditions:

With respect to each request for disbursement of Grant funds, LISC shall have received from Grantee, as applicable, the items set forth below, all of which must be in form and substance acceptable to LISC, in its reasonable discretion:

1. The Grant Agreement duly signed by both Grantee and LISC;
2. If Grantee expended more than \$750,000 in Federal funds during its fiscal year, upon request, a copy of the Single Audit Report (previously and colloquially referred to as the A-133 Audit) for Grantee (in accordance with Subpart F (Audit Requirements) of 2 C.F.R. Part 200);
3. A written disbursement request, and a duly completed and executed Government Financial Report with subsequent disbursements;
4. Supporting documentation to be submitted with disbursement includes:
 - a. For salary expenses charged to this grant time and effort reports and payroll records shall be provided upon request. Time and effort reports may be by hours or percentage, but must be consistent. Hours or percentages must total and not exceed 100 percent effort, and should tie with the official payroll recordkeeping.
 - b. Property Statement-Attachment C form with final disbursement;
 - c. Invoices, receipts, and proof of payment for supplies, program and/or travel expenses; and
 - d. Copy of flyer/brochure/ad showing direct relationship to the program purpose;

Disbursement Frequency:

Disbursements shall be made to Grantee on a monthly basis upon receipt of all required disbursement documentation.

Pursuant to its Finalist Award Letter dated March 9, 2021, Grantee shall receive an upfront payment in the amount of \$29,283.50; provided, however, such payment shall not relieve Grantee of all obligations to provide such disbursement documentation to LISC to support such costs upon request.

Reporting Requirements:

Grantee shall submit the following reports to LISC in the manner and frequency set indicated below:

1. Weekly narrative reporting through the Grant Term, submitted via Google documents due every Thursday by 3pm PST;
2. Monthly Government Financial Report (Certification 8 of **Attachment B**), due no later than 15 days after the end of each calendar month; and

3. Additional reports or increased frequency of reporting may be required at any time during the term of the Grant, if determined necessary by LISC to facilitate monitoring or otherwise to comply with reporting requirements to HCD, the State and/or UST.
4. For engagements/trainings offered, the grantee shall submit activity logs, sign-in/attendance sheets; and evaluation, surveys or materials, with narrative reports and shall be made available for monitoring or audit upon notice.
5. A final performance report, in the form described in Section 10 of the Grant Terms and Conditions.

**LISC may not be able to reimburse for expenses unless and until the above information is received.*

Other Grant Conditions and Requirements

The attached Grant Terms and Conditions and Certifications (**Attachments A, B and C**) shall be incorporated fully into, and made a part of this Grant Agreement.

NEXT STEPS: PLEASE FOLLOW ALL OF THE STEPS OUTLINED BELOW.

1. Please carefully review the terms and conditions (outlined in this Grant Agreement) detailing requirements for the use of this Grant.
2. An authorized officer of Grantee **MUST** sign the Grant Agreement and email it to grants_contracts@lisc.org, copying Karina Velazquez, Assistant Program Officer at KVelazquez@lisc.org. Please contact her to request disbursement of funds and to report on progress. You may contact any of the following LISC Program Officers with questions about this grant:
 - Shona Sen, at ssen@lisc.org
 - Sandra Romero, at sromero@lisc.org
 - Karina Velazquez, at kvelazquez@lisc.org
3. LISC will then sign/fully execute the Grant Agreement and email it to the authorized contact person at your organization.

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The undersigned hereby acknowledges that it has received and read all the attached certifications that are part of this Grant Agreement, and agrees to comply with all of the requirements in connection with the Grant, and represents and warrants that it is in compliance with all applicable laws and regulations.

This agreement must be signed and returned to LISC within 30 days after the date of this Grant Agreement. If such deadline passes, LISC reserves the right to withdraw this Grant Agreement and reprogram the funds.

TERMS OF GRANT ACCEPTED AND AGREED TO:

Mammoth Lakes Housing Inc.

Authorized Officer Signature: _____

Name: _____

Title: _____

Date: _____

LISC OFFICER COUNTER-SIGNATURE:

Authorized Officer Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A

GRANT TERMS AND CONDITIONS

The following additional Grant Terms and Conditions shall apply to Grantee for such grant awards by LISC, which awards are being made under a contract from the State pursuant to funding made available under the Consolidated Appropriations Act, 2021 (Public Law 116-260), which included \$900 billion in stimulus relief for the COVID-19 pandemic in the United States. The State was subsequently allocated approximately \$2.65 billion in rental assistance support for individuals who are economically impacted by COVID-19. Per the relief bill, those funds must be deployed to provide financial assistance and housing stability services to eligible households. California Senate Bill No. 91 (2021-2022 Reg. Sess) added Chapter 17 (commencing with Section 509897) to Part 2 of Division 21 of the Health and Safety Code, which established the State Program. The bill further authorized HCD to administer the Program in accordance with applicable state and federal law. The contract between HCD/State and LISC to perform certain services in furtherance of the Program is referred to as the “HCD Contract”. These Grant Terms and Conditions shall be incorporated into, and made a part of, the Grant Agreement between LISC and each Grantee, as if fully set forth therein. References in these Grant Terms and Conditions to the “Grant Agreement” shall mean the grant agreement between LISC and Grantee, and references to the “Grant” shall mean the grant funds awarded to Grantee by LISC under such Grant Agreement.

A. General Conditions and Requirements

1. Funds Not Disbursed By the Expiration Date: All requests for reimbursement of expended funds pursuant to the Grant Agreement (in furtherance of the Purpose(s) of the Grant) must be received by LISC no later than sixty (60) days after the Grant end date. The Grant term may be extended, at LISC’s sole discretion, upon a duly executed amendment to the Grant Agreement, provided that a written request is submitted by Grantee to the LISC Program Officer at least sixty (60) days prior to the expiration of the Grant term. Any Grant funds not expended by Grantee by the end of the Grant term, as such term may have been extended, shall be automatically reprogrammed by LISC and shall no longer be available to Grantee.

2. Funds Not Disbursed in a Timely Way: Any funds not drawn down in a timely fashion during the term of the Grant may be deobligated by LISC in its sole discretion after notice to Grantee. Such deobligation shall be effective as to any Grant funds not expended by Grantee prior to the date of receipt of such notice.

3. No Disbursement if Non-Compliance. LISC will not make any disbursement of the Grant unless on the proposed date of disbursement Grantee is in full compliance with all of these Grant Terms and Conditions as well as all other terms and conditions set forth in the Grant Agreement. In addition, LISC will not make any disbursement of the Grant if it will (i) violate any provision of law, regulation or administrative ruling to which LISC is subject, (ii) subject LISC to any tax, penalty, or fine, or (iii) not further the charitable purposes of LISC.

4. No Disbursement if Default Exists, or Material Adverse Change Has Occurred: LISC will not make any disbursement of the Grant if, at the time of the proposed disbursement, Grantee, or any subsidiary of Grantee, or any partnership affiliated with Grantee, is in default under the terms of any LISC financing, whether for the Project or provided by LISC for any other project or purpose. In addition, LISC will not make any disbursement of the Grant if there has been a material adverse change in the financial or other condition of Grantee or the Project, including, but not limited to, any adverse change in Grantee's key personnel working on the Project (with LISC determining, in its reasonable discretion, what constitutes a material adverse change in key personnel).

5. Reimbursement for Costs in Accordance with 2 C.F.R Part 200: LISC will reimburse Grantee for costs incurred in the performance of the Grant Agreement that are determined by LISC to be allowable, allocable, and reasonable with the cost principles set forth in Part 200 of Title 2 of the Code of Federal Regulations ("C.F.R."), which supersedes the cost principles set forth in the Office of Management and Budget ("OMB") Circular A-122. Grantee will not be reimbursed for more than the amount of funds obligated under the Grant Agreement. In the event Grantee exceeds such amount, the cost shall be borne entirely by Grantee. All costs must be reasonable. A cost is reasonable if, in nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. Salary and fringe benefits shall not exceed the average as prevailing in the area for comparable work. LISC reserves the right to seek recovery of any expenditure found unallowable under the cost principles found in 2 C.F.R. Part 200 or the provisions of this Grant award, based upon the final audit or any other special audits undertaken. Where exceptions are found, LISC has the right to order a special audit, even if Grantee's auditor or a cognizant agency has already conducted one. This provision survives any termination of the Grant Agreement.

In addition, LISC will not make any disbursement of the Grant unless, at the time of such disbursement, Grantee is in compliance with all of the terms and conditions applicable to the Grant, including these Grant Terms and Conditions, and the disbursement of the Grant (i) will not violate any provision of law, regulation or administrative ruling to which LISC is subject (ii) will not subject LISC to any tax, penalty, or fine, and (iii) will further the charitable purposes of LISC.

6. Interest and Program Income: Grantee hereby agrees to use any interest accruing, or program income earned, on Grant funds, if any, until they have been expended by Grantee in furtherance of the purposes, and the types of activities, specified in the Grant Agreement. The requirements and standards for program income are contained in 2 C.F.R. Part 200, Section 200.307. Notwithstanding the foregoing, the use of any program income shall be subject to approval by LISC, which may be withheld in its sole discretion; any approved utilization of program income by Grantee shall be memorialized in a written amendment to the Grant Agreement, executed by both Grantee and LISC prior to any such utilization. Grantee shall identify the use of program income in reports submitted to LISC under the Grant Agreement, including without limitation in any required semi-annual and annual reports.

7. Suspension and Termination: If for any reason Grantee shall fail to fulfill in a timely and proper manner its obligations under the Grant Agreement, or if Grantee shall violate any of the terms and conditions contained in the Grant Agreement, or if any representation or warranty made by Grantee in the Grant Agreement or any statement or representation made in any certificate, report or opinion delivered pursuant to the Grant Agreement proves to have been false, misleading or incorrect in any material respect when made or deemed made, LISC may declare Grantee to be in breach or default of the Grant Agreement, whereupon LISC may exercise, in addition to all remedies available to it at law or in equity, the following remedies:

- (a) Temporarily withhold disbursements or cash payments pending correction of the deficiency by Grantee or more severe enforcement action by LISC in its sole discretion (subject to the cure periods set forth below).
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Grant and the Grant Agreement, as applicable (subject to the cure periods set forth below).
- (d) Recommend to UST the initiation of suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and applicable UST regulations.
- (e) Withhold further awards for the Project or other projects administered by Grantee.

LISC will provide Grantee with written notice specifying the exact nature of such failure or violation. Thereafter, Grantee has thirty (30) calendar days to remedy the failure or violation. In the event Grantee does not remedy the failure or violation within the thirty (30) day calendar period, LISC then has the right to terminate the Grant Agreement or suspend any disbursements in whole or in part by giving written notice to Grantee of such termination or suspension of any disbursements and specify the date thereof, at least five (5) business days before the effective date of termination or suspension.

Notwithstanding the above, at any time during the Grant Agreement, LISC may at its option and for any reason, terminate the Grant Agreement upon ten (10) business days' written notice to Grantee,

Upon termination for either cause or convenience, Grantee may be entitled to reimbursement for any expenses incurred in connection with the use of funds described in the Grant Agreement up to the time of such termination, provided such expenses are allowable under the requirements of the Grant Agreement and Grantee provides LISC with the appropriate documentation as described therein.

In the event the applicable HCD Contract is suspended or terminated, the Grant Agreement shall be suspended or terminated effective on the date any notification from HCD and/or State specifies as the suspension or termination date.

Upon termination of the Grant Agreement, Grantee shall remain responsible for compliance with the requirements in 2 C.F.R. Part 200, Sections 200.343 and 200.344 pertaining to closeout.

8. Independent Contractor: In performing the services and/or utilizing the Grant funds described in the Grant Agreement, Grantee shall be deemed to be an independent contractor and not an employee of LISC. Any and all employees of Grantee or other persons (including any subgrantees, subcontractors or subconsultants engaged by Grantee), while engaged in the performance of any work or services required by LISC under the Grant Agreement, shall not be considered employees of LISC. Grantee will be solely responsible for payment of all compensation owed to its own personnel and any subcontractors or subconsultants engaged by Grantee, as well as of all employment-related and other similar taxes and liabilities incurred by Grantee.

9. Additional Restrictions on the Use of the Grant: Under the provisions of Section 501 and 4945 of the Internal Revenue Code (the "Code"), the Grant may not be used to carry on propaganda, to attempt to influence legislation, or to participate in, or intervene in or attempt to influence the outcome of, political campaigns or elections. Additionally, under the applicable provisions of the Code, LISC funds may only be used in furtherance of LISC's charitable purposes.

For that reason, and in reliance on Grantee's representations to LISC regarding the proposed use of the Grant, by Grantee countersigning the Grant Agreement and returning it to LISC, Grantee agrees not to use the Grant for purposes prohibited by the preceding paragraph, to use the Grant in furtherance of Grantee's charitable purposes (as those purposes are set forth in Grantee's Articles of Incorporation and Application for Tax-Exempt Status), and Grantee further agrees to promptly reimburse LISC for any Grant funds not used in accordance with the terms of the Grant Agreement. In addition, Grantee will refund to LISC any Grant funds not expended by Grantee at or before the end of the Grant period unless a formal extension has been approved in writing by LISC.

In its use of the Grant funds provided by LISC, and in its development, marketing (and operation) of the program or project for which the Grant funds were provided, as described in the Grant Agreement, Grantee shall fully comply with all applicable federal, state, local (and any other governmental), anti-discrimination laws, executive orders, rules and regulations.

10. Report and Accounting Records: Grantee shall maintain a copy of the Government Financial Report, substantially in the form provided by LISC, in its files, along with copies of all payroll records (for staff costs paid for with Grant funds), consultant contracts and invoices (for consulting costs paid out of Grant funds), purchase receipts (for equipment and other material purchased with Grant funds) and such other receipts and records evidencing the expenditure of Grant funds. If Grantee is three or more months delinquent in its reporting, LISC reserves the right to undertake any actions deemed appropriate, which may include termination of this Grant Agreement.

11. Oversight and Monitoring: LISC has a monitoring procedure through which Grantee's local Program Officer will perform a desk or on-site review of the Grantee's documentation which evidences the proper expenditure of the Grant funds, and the satisfaction of such reporting, regulatory, record-keeping and other requirements as may be specified by LISC in order for Grantee to fulfill all applicable requirements of the HCD Contract, statutes, OMB circulars (to the extent applicable and not superseded by 2 C.F.R. Part 200), regulations, etc. If LISC determines that such documentation, recordkeeping and other requirements are not adequate for reimbursement from HCD, LISC reserves the right to perform any actions as it deems reasonably appropriate, including but not limited to providing training or technical assistance, temporarily withholding payments, or establishing corrective action plans with deadlines.

Grantee hereby agrees to provide LISC with such other financial and narrative reports as LISC may request in order to meet its reporting requirements to State, HCD and/or UST, and obtain reimbursement from State under the HCD Contract, which may include, but is not limited to, quarterly financial reports, and weekly and/or quarterly narrative reports. Narrative (performance) reports must include all information required under Section 200.328 of 2 C.F.R. Part 200, including without limitation a description of the activities undertaken under and in furtherance of the Grant Agreement, comparison of actual accomplishment to the objectives (and anticipated outcomes) indicated in the Grant Agreement, the reasons for slippage if established objectives were not met, and additional pertinent information including explanation of any significant cost overruns.

12. Tax-Exempt Status: Grantee represents and warrants that: (i) it is neither controlled by, nor under the direction of, individuals or entities seeking to derive profit or gain from the organization; (ii) it has a tax exemption ruling from the Internal Revenue Service under Section 501(c)(3) or (4) of the Internal Revenue Code of 1986 (the "Code") (26 C.F.R. 1.501(c)(3)-1; and its determination letter from the IRS which states that Grantee's tax-exempt status under Section 501(c)(3) or (4) of the Code is still in effect as of the date of execution and delivery of the executed Grant Agreement, has not been revoked or modified, and that Grantee has delivered a copy of said letter to LISC; (iii) it has standards of financial accountability that conform to 2 C.F.R. Part 200.302, "Financial Management", and 2 C.F.R. Part 200.303, "Internal Controls"; and (iv) it is not an agency or instrumentality of a State or local government. If such determination is revoked or modified, Grantee shall so notify LISC as soon thereafter as possible.

13. Publicity: LISC, HCD and/or State may include information regarding the Grant and Grantee in their periodic public reports. LISC, HCD and/or State may also refer to the Grant in press releases, in which case a copy of each such release will be sent to Grantee. Prior to the issuance of any major press release, announcements, or any other planned, written issuances concerning work funded by the Grant under the Grant Agreement, Grantee must provide the LISC Program Officer, for immediate forwarding to HCD, State and/or UST, as applicable, with copies of all such proposed major press releases, major formal announcements, and any other planned, written issuances containing major news or information concerning work funded by the Grant. HCD, State and/or LISC is to receive all major press releases, etc., two weeks prior to the

planned release. In order to meet that time-frame, Grantee is to transmit to the LISC contact person any proposed press release three weeks prior to its proposed release date. **In addition, Grantee agrees to acknowledge receipt of the Grant from LISC in relevant and appropriate publications.**

14. Indemnification: To the fullest extent permitted by law, Grantee agrees to defend, indemnify and hold harmless LISC, its affiliates, subsidiaries, directors, officers, employees, agents and representatives, and any other party acting on behalf of LISC from and against and with respect to any and all claims, demands, suits, causes of action, judgments, obligations, damages, settlements, liabilities, penalties, costs and expenses of any kind or nature, including, without limitation, reasonable attorneys' fees or disbursements, arising out of, or relating to Grantee's performance or breach of this Grant Agreement or negligent or wrongful act or omission (or alleged act or omission) in connection with the Grant Agreement. Grantee agrees to provide LISC with prompt notice of any event or assertion of which it has knowledge concerning any matter as to which a request for indemnification under the Grant Agreement may be made.

Grantees also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Grant Agreement.

15. Data Universal Numbering System (DUNS) Number and System for Award Management (SAM): By countersigning the Grant Agreement, Grantee is certifying that Grantee has obtained and continues to maintain, as of the date of execution and delivery of the Grant Agreement, and shall continue to maintain thereafter a current registration in the System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as the recipient of an award of federal funds, and that Grantee has obtained and continues to maintain a current Data Universal Numbering System (DUNS) number issued by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.

Grantee further certifies that neither it, nor any employee whose salary is funded from, nor any contractor whose fees are to be paid with Grant funds are excluded from doing business with the federal government and included on the federal government's "Excluded Parties List System" ("EPLS"). Grantee agrees to notify LISC if any change in this status occurs during the term of the Grant Agreement. Information on the EPLS can be obtained from www.sam.gov.

In addition, if Grantee subgrants \$25,000 or more in Grant funds to another entity (not including procurement of property and services needed to carry out the project or program)(the foregoing not to be construed as consent by LISC to subgrant or subcontract under the Grant Agreement), Grantee agrees to cause the recipient of Grant funds to comply with the obligations imposed by this Section 15. Further, Grantee must report any such action within thirty (30) days of the date

of the obligation to <http://www.fsrs.gov>, providing the information about the action that the system specifies, and provide a true and accurate copy of such report to LISC.

16. Certification Regarding Compliance with the United States Patriot Act: Grantee certifies that it will comply with the requirements outlined in Certification 6 of Attachment B regarding Executive Order 13224 and the United States Patriot Act.

17. Applicable Laws: Grantee agrees that in connection with its performance of the Grant Agreement, Grantee will fully comply with all applicable Federal, state, local (and any other governmental) laws, executive orders, rules and regulations, including without limitation, all rules, regulations and policies governing the HCD/UST funds (which include specifically but without limitation the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, set forth in 2 C.F.R. Part 200, which supersede OMB Circulars, including OMB Circular A-122 (Cost Principle for Non-Profit Organizations) and A-133 (Audits of States, Local Governments, and Non-Profit Organizations) and which shall be incorporated into and made a part of the Grant Agreement by this reference). Breach of any of the covenants herein or in the Grant Agreement, may be regarded as a material breach of the Grant Agreement, and LISC may take whatever necessary actions provided by law that it deems appropriate.

18. Assignment, Delegation and Subcontracting: The Grant Agreement and the rights and duties under the Grant Agreement must not be assigned, delegated or subcontracted by Grantee without the prior written consent of LISC, and any purported assignment, delegation or subcontracting of the Grant Agreement without said consent of LISC shall be void. In addition, LISC reserves the right to approve any professionals or consultants hired with funds under this Grant.

B. Regulatory Requirements

The funding provided through the Grant Agreement is subject to the following federal regulations. Failure to follow the mandatory regulations may result in the Grant Agreement being suspended terminated or other appropriate actions being taken.

1. 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (which superseded (i) the Uniform Administrative Principles set forth in OMB Circular A-110, incorporated into former 2 C.F.R. Part 215; (ii) the Cost Principles for Non-Profit Organizations set forth in OMB Circular A-122, incorporated into former 2 C.F.R. Part 230; and (iii) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).

2. Audit Requirements and Records Retention

a. Grantee shall maintain all relevant financial data according to generally accepted accounting principles, including records of each expenditure. If Grantee expends \$750,000 or more in federal funding during any fiscal year, Grantee will obtain an

audit, which meets the standards and guidelines set forth in Subpart F of 2 C.F.R. Part 200, "Audit Requirements". This will include a general financial audit and compliance audit specific to the Grant Agreement. The audit must be submitted to the LISC Program Officer and LISC's National Government Contracts Division on the earlier of (i) thirty (30) calendar days after receipt by Grantee of the audit report, or (ii) nine (9) months after the end of the audit period (i.e. nine (9) months after the end of Grantee's fiscal year).

- b. Grantee shall maintain its records in a manner which enables Grantee and LISC to identify all activities undertaken by and all services being or having been provided by Grantee, any recipient of those services, any person or persons, whether subcontractor or not, assisting Grantee, and the time and resources spent in providing each such service. If LISC has probable cause to believe Grantee is not providing or has not provided services as required by or in accordance with the Grant Agreement, LISC may so inform Grantee, in writing, whereupon Grantee shall document to LISC the services provided and any of the other above information requested by LISC. LISC shall have the right to require further documentation, if necessary, to ensure compliance with the Grant Agreement.
- c. All records shall be accessible to LISC, HCD, and/or State, Inspectors General, the Comptroller General of the United States, or any of their respective authorized representatives, at reasonable times and under reasonable conditions for the purpose of reviewing compliance with the Grant Agreement, including without limitation to make audits, examinations, excerpts and transcripts. If LISC desires to audit Grantee's books, it may do so and may, at its discretion, retain an independent certified public accountant (CPA) to audit Grantee's books to determine whether there is compliance with the Grant Agreement and with federal, state and local laws and regulations. Grantee shall also provide timely and reasonable access to Grantee's personnel for purposes of interview and discussion related to such records.
- d. In addition to section (c) hereof, Grantee agrees that HCD, the Department of General Services of State, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

- e. **Notwithstanding anything to contrary above, records for equipment acquired with Grant funds must be retained for three (3) years after final disposition, if later than the record retention periods set forth above.**
3. Grantee will carry out each activity in compliance with the Grant Agreement and all applicable federal, state and city local, ordinances, rules and regulations as they are now or may be enacted or amended in the future, including but not limited to the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and UST's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX 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, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefiting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and UST'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
 - v. 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.
 - vi. Reporting Subaward and Executive Compensation Information 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - vii. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 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.

- viii. Recipient 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.
- ix. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- x. New Restrictions on Lobbying, 31 C.F.R. Part 21.

4. Non-discrimination Clause

In connection with the utilization of the funds provided under the Grant Agreement, Grantee agrees as follows:

- a. During the performance of this Agreement, Grantee and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Grantee shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- b. As applicable, Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Grantee setting forth the provisions of this nondiscrimination clause.

- c. Breach of any of the covenants herein, may be regarded as a material breach of the Grant Agreement, and LISC may take whatever necessary actions provided by law that it deems appropriate.

- 5. Conducting Business in Accordance with Ethical Standards/Code of Conduct/Conflict of Interest.** Subrecipients subject to 2 C.F.R. Part 200, which cover most nonprofit organizations, educational institutions, and state, local, and Indian tribal governments or government agencies or instrumentalities that receive federal awards), including specifically Grantee, are required to develop and maintain a written code of conduct. Please refer to 2 C.F.R. Part 200, Sections 200.112 or 200.318, as applicable. Accordingly, Grantee must develop and maintain a written code of conduct in accordance with the requirements of 2 C.F.R. Part 200. Consistent with the regulations governing specific programs, Grantee's code of conduct must prohibit real and apparent conflicts of interest that may arise among officers, employees, or agents; prohibit the solicitation and acceptance of gifts or gratuities by Grantee's officers, employees, or agents for their personal benefit in excess of minimal value; outline administrative and disciplinary actions available to remedy violations of such standards; and cover organizational conflicts of interest. "Organizational conflicts of interest" means that because of relationships with a parent, affiliate, or subsidiary organization, Grantee is unable, or appears to be impartial in administering any award or receiving funds. In the procurement of labor, supplies, equipment, construction and services by Grantee or any consultant or contractor hereunder, the conflict of interest provisions in 2 C.F.R. Part 200, Section 200.318 shall be adhered to, as applicable.

At any time, and from time to time, upon request by LISC, Grantee shall submit an up-to-date copy of its code of conduct, signed by its Executive Director, or Chair, or equivalent official, of the governing body of Grantee, and shall provide such information as may be requested by LISC from time to time (including methods by which Grantee uses to ensure that all officers, employees, and agents are aware of and have agreed to adhere to Grantee's code of conduct).

- 6. Outstanding Delinquent Federal Debts.** Grantee acknowledges and agrees that, consistent with the purposes and intent of 31 U.S.C. 3720B and 28 U.S.C. 3201(e), Grantee will be ineligible to receive, and Grant funds will neither be awarded nor disbursed, if Grantee has an outstanding delinquent federal debt, unless (i) a negotiated repayment schedule is established and the repayment schedule is not delinquent, or (ii) other arrangements satisfactory to LISC and/or UST are made prior to the award or disbursement of funds by LISC. Grantee must report any changes in status of current agreements covering federal debt. LISC may withhold funding, terminate the Grant Agreement, or seek other remedies if a previously agreed-upon payment schedule has not been adhered to or a new agreement with the federal agency to which the debt is owed has not been signed.

- a. Any funds paid to Grantee (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the UST Office of Inspector General to have been misused; or (3) that are not repaid by Grantee as may be required by UST pursuant to Section 501(d) shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Grantee. A debt is delinquent if it has not been paid by the date specified in UST's initial written demand for payment, unless otherwise satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 2717 and 31 C.F.R. § 901.9. UST will refer any debt that is more than 180 days delinquent to UST's Bureau of the Fiscal Service for debt collection services.
 - c. Penalties on any debt shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by UST.
 - d. Funds for payment of a debt must not come from other federally sponsored programs.
- 7. Mandatory Disclosure Requirement for Fraud, Bribery, or Gratuity Violations.** Grantee acknowledges and agrees that Grantee must disclose to LISC all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Grant or the Grant Agreement within five (5) days after learning of such violation.
- 8. Financial Standards.** Grantee shall have standards of financial accountability that conform to Sections 200.302 and 200.303 of 2 C.F.R. Part 200. LISC may not award or disburse funds to Grantee if it does not have a financial management system that meets federal standards, and may arrange for a pre-award survey of Grantee's financial management system if Grantee has not previously received federal financial assistance, if LISC has reason to question whether Grantee's financial management system meets federal financial management standards, or if Grantee is considered a high risk based upon past performance or financial management findings.
- 9. False Statements.** Grantee acknowledges and agrees that false statements may be grounds for denial or termination of the Grant Agreement, as determined by LISC in its sole and absolute discretion.
- 10. Closeout Procedures.** LISC will close out the Grant when it determines that all applicable administrative actions and all required work under the Grant Agreement has been completed by Grantee. The following provisions specify the actions that Grantee must take to facilitate and complete this process at the end of the Grant term:

- a. Grantee must submit, as part of the closeout procedures of the Grant, all financial, performance, and other reports as required under the Grant Agreement, including specifically, but without limitation, a final financial status report of the amount and types of costs charged to the Grant (that meet the allowability and allocability requirements of 2 C.F.R. Part 200, as applicable, including the “necessary and reasonable” standard), a certification of the costs, and the amounts and sources of other program funds; and a final performance report providing a comparison of actual accomplishments with each of the program goals or project outcomes outlined in the Grant Agreement, the reasons for slippage if established goals were not met, and additional pertinent information including explanation of significant budget slippages. LISC may, but shall not be required to, approve extensions when requested by Grantee.
- b. Unless LISC has authorized an extension, Grantee must liquidate all obligations incurred under the Grant Agreement not later than sixty (60) calendar days after the end of the Grant term.
- c. LISC agrees to make a prompt final payment, if applicable and to the extent the Grant amount has not been fully disbursed, to Grantee for allowable reimbursable costs upon closeout.
- d. Grantee must promptly refund any balances of unobligated cash that LISC paid in advance or paid and that are not authorized to be retained by Grantee for use in other projects. See OMB Circular A-129 and Section 200.345 of 2 C.F.R. Part 345 (“Collection of Amounts Due”), for requirements regarding unreturned amounts that become delinquent debts.
- e. Grantee must account for any real and personal property acquired with Grant funds or received from the Federal Government in accordance with Section 200.310 (“Insurance Coverage”) through Section 300.316 (“Property Trust Relationship”), and Section 200.329 (“Reporting on Real Property”) of 2 C.F.R. Part 200. Specifically, but without limiting the foregoing, Grantee shall submit to LISC a completed property statement and a completed inventions, patents, and copyright statement, in form and substance acceptable to LISC.

Notwithstanding the foregoing, the closeout of the Grant shall not affect any of the following:

- i. The right of LISC to disallow costs and recover funds on the basis of a later audit or other review. LISC will make any cost disallowance determination and notify and notify Grantee within the record retention periods set forth, above;
- ii. The obligation of Grantee to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;

- iii. Audit requirements in Subpart F-Audit Requirements of 2 C.F.R. Part 200;
- iv. Property management and disposition requirements in Subpart D-Post Federal Award Requirements of 2 C.F.R. Part 200; Section 200.310 (“Insurance Coverage”) through Section 200.316 (“Property Trust Relationship”) of 2 C.F.R. Part 200 (if not sooner addressed and delivered); and
- v. Record retention as required above and in Subpart D-Post Federal Award Requirements of 2 C.F.R. Part 200, Section 200.333 (“Retention Requirements For Records”) through Section 200.33 (“Restrictions on Public Access to Records”) of 2 C.F.R. Part 200.

After closeout of the Grant, the relationship between LISC and Grantee may be modified or ended in whole or in part with the consent of LISC and Grantee, provided the responsibilities of Grantee described in subsections (i) through (v) of this Section 34, including those for property management as applicable, are considered provisions made for continuing responsibilities of Grantee.

- 11. Notices to LISC.** Grantee must inform LISC as soon as the following types of conditions become known:
- a. Problems, delays, or adverse conditions which will materially impair the ability to meet the objectives of the Grant Agreement, which disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; and
 - b. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- 12. Participation in any HCD, State or UST-Sponsored Program Evaluation.** If requested by LISC, Grantee shall participate with LISC, State, UST and/or HCD staff, contractors, or designated grantees performing research or evaluation studies funded by HCD, UST or State.
- 13. No Fee or Profit.** No fee or profit may be paid to Grantee.
- 14. Confidentiality.**
- (a) **Definition.** “Confidential Information” means all technical, business, financial, and other information disclosed to Grantee by, on behalf of, or for LISC or its officers, directors, employees, officers, agents, or representatives in any manner, whether orally, visually or in tangible form (including, without limitation, documents, devices and computer readable media), or collected or otherwise

obtained by Grantee in the performance of activities contemplated under the Grant Agreement, and all copies thereof, including, without limitation, all information regarding LISC's business and management methods, products, ideas, know-how, trade secrets, software or program codes (including source codes), processes, software and other applications, techniques, designs, training and instruction manuals and related materials, financial reports and statements, business, product and strategic plans, market information and analysis, financial and operational controls and procedures, client or beneficiary identity and information, including without limitation individual or family names, dates of birth, home and/or business addresses, social security numbers, protected health information, financial and/or salary information, credit scores, credit reports, employment information, education information, welfare status, biometric records, criminal history, medical history, and benefits information (as more particularly defined in Office of Management and Budget M-07-16, "Personally Identifiable Information"), client or beneficiary lists and all other information developed and/or used by LISC in its business operations (as conducted and as proposed to be conducted), whether or not such information is specifically identified as confidential. "Confidential Information" shall not include information that (a) is or becomes generally available to the public other than as a result of a disclosure or other action, directly or indirectly, by, for, or on behalf of Grantee in violation of the Grant Agreement, (b) becomes available to Grantee on a non-confidential basis from a third party other than LISC, provided that such third party is not bound by a confidentiality agreement with respect to such information and that such information was not obtained by such third parties from LISC, or (c) was in Grantee's legal possession prior to it being made available to Grantee under or in furtherance of the Grant Agreement. If a particular portion or aspect of Confidential Information becomes subject to any of the foregoing exceptions, all other portions or aspects of such information shall remain subject to all of the provisions of this confidentiality clause.

- (b) **General Obligations.** Except as expressly permitted herein, Grantee agrees that it shall not, without the prior written consent of LISC, disclose or make use of the Confidential Information for any purpose other than as contemplated or permitted in the Grant Agreement, and shall prevent the disclosure or unpermitted use of any Confidential Information by its officers, directors, employees, agents, representatives, or third parties authorized to receive such Confidential Information pursuant to the Grant Agreement. In consideration of the foregoing, Grantee further agrees that, as a condition of LISC disclosing any Confidential Information, Grantee shall:

- (i) Access or use Confidential Information only on a "need to know" basis and within the requirements of the Grant Agreement;
- (ii) Limit the dissemination or distribution of such Confidential Information to those of its officers, directors, employees, representatives, agents, consultants,

or contractors who have a need to know the Confidential Information to further the purposes of the Grant Agreement and who are subject to confidentiality obligations no less stringent than those contained in this confidentiality clause or otherwise in the Grant Agreement, and require such officers, directors, employees, representatives, agents, consultants, and contractors who have access to any Confidential Information to agree to limit their use of such Confidential information to the permitted purposes;

(iii) Implement and utilize security measures, including appropriate policies and protocols and physical and virtual security controls, to protect against the improper use, loss, access of, modification, and disclosure or dissemination of any Confidential Information obtained or received by Grantee in its performance of the Grant Agreement;

(iv) Receive and hold Confidential Information received by it under, pursuant to, or otherwise while performing its obligations under this confidentiality clause and the Grant Agreement in strict confidence, and take all necessary measures, exercising the same degree of diligence and care that it exercises to protect its own information of a similar nature, but in no event less than a reasonable degree of care, to prevent disclosure to others, treating the Confidential Information as if it were Grantee's trade secrets;

(v) Instruct and ensure that its officers, directors, employees, representatives, agents, consultants, or contractors hold Confidential Information in confidence until such time such Confidential Information becomes available to the public generally through no fault of Grantee or its officers, directors, employees, representatives, agents, consultants, or contractors;

(vi) Not use Confidential Information or embody any Confidential Information in any of its products or exploit any Confidential Information in any way;

(vii) Not reproduce or copy by any means any Confidential Information without LISC's express consent; and

(viii) Return or destroy, or cause the return or destruction of, such Confidential Information, as may be requested or instructed by LISC.

(c) **Compliance and Oversight.** Grantee shall comply with all legal and regulatory requirements applicable to Confidential Information. Without limiting the foregoing:

(i) Grantee will implement reasonable measures to (1) ensure the security and confidentiality of Confidential Information, (2) protect against any

anticipated threats or hazards to the security or integrity of Confidential Information, and (3) protect against unauthorized access to or use of Confidential Information. Grantee acknowledges that LISC shall have a right to verify Grantee's compliance with its obligations under this section. Notwithstanding the foregoing, if LISC in good faith believes that a threat to security exists that could affect Confidential Information and notifies Grantee of the basis for its concern and in this connection, requests access to Grantee's premises, Grantee will review such request with its legal counsel and if necessary provide LISC access to Grantee's premises during normal business hours. Grantee shall not unreasonably deny such a request from LISC.

(ii) With respect to Personally Identifiable Information, Grantee will exercise at least the degree of care required by applicable state and federal privacy and data security laws, and the corresponding rules and regulations. Such care will in no event be less than the degree of care required of organizations by the Gramm-Leach-Bliley Act (GLBA), the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and associated implementation guidance and rules to protect "nonpublic personal information."

(iii) Upon LISC's request, Grantee will allow LISC or an authorized delegate to review and audit Grantee's operations in order to verify that they are consistent with the terms of the Grant Agreement. At no charge to LISC, Grantee will make its personnel and facilities reasonably available and otherwise cooperate fully in connection with such reviews and audits provided, however, that: (a) any such audit shall be at LISC's sole expense; (b) no such audit may occur more than once in any twelve (12) month period; and (c) Grantee shall have the right to approve the auditor used for any such audit, with such approval not to be unreasonably withheld. In the event any review or audit reveals that Grantee has breached the Grant Agreement, Grantee will promptly reimburse LISC for its costs of the review or audit. Grantee will promptly correct any deficiencies and implement any process improvements recommended as a result of such review or audit and provide LISC with sufficient evidence that all such deficiencies were corrected and recommendations were implemented, provided that the making of (or failure to make) any such recommendations and Grantee's compliance with any such recommendations, will not excuse Grantee's failure to comply with any requirement of the Grant Agreement or constitute a waiver or modification of any such requirement.

(iv) In the event Grantee knows or reasonably believes that there has been unauthorized access to or acquisition of data that compromises the security, confidentiality or integrity of Confidential Information ("Security Breach"), Grantee will: (a) immediately, but not less than one (1) hour after its discovery of such compromise or suspected breach, notify LISC; (b) promptly investigate, correct, mitigate or otherwise deal with the Security Breach at Grantee's expense,

including, without limitation, by identifying Confidential Information affected by the Security Breach and preventing the continuation and recurrence of the Security Breach; (c) provide to LISC and its designees all information and assistance needed to enable LISC to provide timely notices disclosing a Security Breach as required by applicable law, including, without limitation, technical forensics assistance to determine the extent of the Security Breach and identify the names and contact information of affected individuals; and (d) without limiting any other rights or remedies that may be available to LISC, reimburse LISC for the expenses LISC incurs as a result of the Security Breach, including, without limitation, any expenses LISC incurs in investigating the Security Breach and notifying affected individuals. If both LISC and Grantee are required to notify affected individuals following a Security Breach, LISC and Grantee will discuss whether it would be appropriate and feasible to provide a single form of notice. In addition, LISC will have the right to approve (such approval not be unreasonable withheld) notices provided by Grantee to the extent such notices identify LISC or could lead to a belief that LISC was involved in the Security Breach.

- (d) **Remedies.** Grantee expressly acknowledges and agrees that the unauthorized disclosure or dissemination of Confidential Information will cause severe and irreparable damage to LISC, and that such damage will be difficult to ascertain with definitiveness and certainty, and that LISC will not have an adequate remedy at law for actual breach. Therefore, LISC shall be entitled, together with any other appropriate legal and equitable remedies available to a non-breaching party, to (i) seek specific performance of the terms and conditions of this part, (ii) obtain injunctive relief in a court of competent jurisdiction, without having to post a bond, prohibiting the continued disclosure of Confidential Information, and (iii) to recover any damages and legal expenses, including reasonable attorney's fees and expenses actually incurred, which LISC may be legally entitled to recover or obligated to pay. Grantee acknowledges and agrees that each provision contained in this part shall be construed as an agreement independent of any other provision of this agreement or any other contract between the parties, and that the existence of any claim or cause of action by Grantee against LISC, whether predicated upon this agreement or any other contract between the parties, shall not constitute a defense to the enforcement by LISC of the terms and conditions contained in this agreement. For purposes of this part, Grantee agrees that actions of its officers, directors, employees, agents, representatives, consultants, and contractors with respect to the Confidential Information shall be imputed to Grantee, regardless of whether such individual acted within his or scope of employment or engagement.

ATTACHMENT B

1. Certification Regarding Internal Control (Pursuant to Subpart D of 2 C.F.R. Part 200)

Grantee hereby certifies that Grantee has a system of internal control that is effective for the environment in which it operates. The system of internal control includes the following:

1. A plan of organization that segregates duties appropriate for safeguarding resources.
2. A system of authorization and recording procedures adequate to provide accounting control over assets, liabilities, revenues and expenses.
3. Established practices to be followed by each organizational component in performing its duties and functions.
4. Personnel qualified to perform their responsibilities.
5. An effective system of internal review.
6. Board and staff accountability whereby the management and governance roles and responsibilities regarding financial management is clearly understood.

Grantee hereby also certifies that it has conducted all required audits, if any, pursuant to the principles of Subpart F of 2 C.F.R. Part 200, "Audit Requirements".

Grantee hereby further certifies that it is in compliance with all laws and regulations that could have a material effect on its financial statements.

2. Certification Regarding Debarment, Suspension and Other Responsibility Matters Primarily Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 C.F.R. Part 2867, Section 2867.20(a), Participants' responsibilities, and 2 C.F.R. Part 2424, *et. seq.*, Nonprocurement Debarment and Suspension, which prohibits the award of federal funds to debarred or suspended applicants, or those proposed to be debarred or suspended from doing business with the Federal Government.

1. Grantee certifies to the best of its knowledge and belief, that Grantee and all of its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

- (b) Have not within a three (3) year period preceding the closing date for this LISC grant, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) or private agreement or transaction; violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously directly affects your present responsibility.
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification.
 - (d) Have not within a three (3) year period preceding the LISC grant had one or more public transactions (Federal, state or local) terminated for cause or default.
- 2. Where Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this certification form.
 - 3. Grantee shall require that the language of this certification be included in all subcontract awards pursuant to the Grant Agreement and agrees to require any such subcontractors to sign a Debarment Certification form.

3. Certification Regarding Lobbying

Grantee acknowledges that it is subject to the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352 (the "Byrd Amendment") and 24 C.F.R. Part 87, which prohibit recipients of federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. Grantee hereby certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid, or will be paid by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member

of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

4. Certification Regarding Drug-Free Workplace Requirements

1. As part of the Grant Agreement, Grantee is providing the certification set forth below.
2. The certification set forth below is a material representation of fact upon which reliance was placed in LISC's decision to provide the LISC Grant to Grantee. If it is later determined that Grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, *et. seq.*, the "Drug-Free Workplace Act"), in addition to any other remedies available to LISC and/or the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Grantee certifies that it will provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the manufacture, distribution, dispensation, possession or use of a controlled substance is unlawful and is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) Grantee's policy of maintaining a drug-free workplace;
 - (3) available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Making it a requirement that each employee engaged in the performance of any services rendered in connection with Grantee's use of the Grant funds as stated in the Grant Agreement, be given a copy of the drug-free workplace statement required by paragraph 3(a), above, and inform each employee that any of the

actions listed in paragraph (f), below, will be taken against any convicted employee within thirty (30) calendar days of receiving notice of any drug abuse conviction.

- (d) Notifying the employee in the statement required by paragraph 3(a), above, that as a condition of employment in connection with Grantee's use of the Grant funds, the employee is required, and agrees, to:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) days after such conviction.
- (e) Notifying LISC within seven (7) days after receiving notice under sub-paragraph 3(d)(2) from an employee or otherwise receiving actual notice of such conviction. Such notice shall include the LISC Program Action Number and the convicted employee's position and title.
- (f) Taking one of the following actions within thirty (30) days of receiving notice under sub-paragraph 3(d)(2) for any employee who is so convicted:
 - (1) taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or,
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs 3(a) through 3(f), above.
- (h) Identifying to LISC all known workplaces, if applicable, which shall include the actual address of buildings or other sites where work under the Grant will take place; and informing LISC of any workplace changes during the Grant term.

Grantee further certifies that it will maintain its drug-free workplace policies and conform to the requirements of the Drug-Free Workplace Act.

5. Certification Regarding Data Universal Numbering System (DUNS) Number and Registration In The System For Award Management (SAM)

The LISC Grant is subject to the requirements of the Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25, which require that certain recipients and subrecipients of federal financial assistance have DUNS numbers, maintain current registration in the System for Award Management ("SAM").

Grantee certifies to the Local Initiatives Support Corporation ("LISC") that:

1. Grantee has obtained, and shall continue to maintain a current registration in the SAM, the federal repository into which an entity must provide certain information required for the conduct of business as the recipient of an award of federal funds, at all times during which it has an active Federal award or an application or plan under consideration by an agency awarding Federal funds, including LISC.
2. Grantee has obtained and continues to maintain the current DUNS number issued by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.
3. Grantee agrees, if Grantee anticipates making a subcontract or subgrant of \$25,000 or more in LISC Grant funds to another entity (not including procurement of property and services needed to carry out the project or program), that prior to the making of such subcontract or subgrant, Grantee shall advise LISC of the terms thereof, and that under the terms of any such agreement, Grantee shall cause the recipient of LISC Grant funds to comply with the DUNS number requirement and the registration obligations in the SAM imposed by this Grant Agreement. Further, Grantee agrees to report any such action, if and as required, within thirty (30) days of the date of the obligation to <http://www.fsrs.gov>, providing the information about the action that the system specifies, and provide a true and accurate copy of such report to LISC.
4. Grantee shall provide LISC with evidence of its compliance with Sections 1, 2 and 3, above, prior to any disbursement of LISC Grant funds under the Grant Agreement and upon request by LISC.
5. Grantee shall also provide LISC with the total compensation and names of its top five (5) executives if (i) more than 80% of Grantee's annual gross revenues are from the Federal government, and those revenues are greater than \$25 million annually; and (ii) such required compensation information is not readily available to the public through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986.
6. This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was made and entered into.

Please note that your organization must maintain an active registration during the term of this LISC Grant Agreement. **An expired registration may affect Grantee's ability to receive other federal awards or payments (including disbursements of the LISC Grant).**

6. Certification Regarding the United States Patriot Act

As a requirement of the Grant Agreement, Grantee is providing the certification set forth below.

1. The certification set forth below is a material representation of fact upon which reliance was placed in LISC's decision to provide the LISC Grant to Grantee. If it is later

determined that Grantee knowingly rendered a false certification, or otherwise violates the requirements set forth in this certification, LISC, the Federal Government and/or state or local governmental agency may take any action and exercise all remedies available to LISC, the Federal Government and/or state or local governmental agency.

2. Grantee is not now, nor has it ever been, named on (i) the list of Specifically Designated Nationals and Blocked Persons established pursuant to Executive Order 13224 and maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control or any successor agency or other entity, or (ii) any other list of terrorists or terrorist organizations maintained by any agency of the United States or any other governmental authority. Grantee shall submit such information as LISC may reasonably request to enable LISC to confirm that Grantee is not named on any such list
Grantee further certifies that it will comply with the requirements outlined in this certification and/or any other applicable Federal, state or local rules or regulations.

7. Property Statement

Grantee acknowledges that in accordance with 2 C.F.R. Part 200, Section 200.313, title to equipment acquired with Grant funds will vest upon acquisition in Grantee; provided, however that title shall be conditional subject to the following conditions:

- (a) Grantee shall use the equipment for authorized purposes under the Grant Agreement during the term of Grant Agreement (or period of performance), or until the equipment is no longer needed for the purposes of the Project (i.e. the project with which the Grant is being funded, in whole or in part).
- (b) Grantee shall not encumber the equipment without the approval of LISC.
- (c) Grantee shall use and dispose of the equipment in accordance with paragraphs (i) and (ii), below.
 - (i) (1) Equipment must be used by Grantee for the Project for which it was acquired as long as needed, whether or not the Project continues to be supported by the Grant, and Grantee must not encumber the property without prior approval of LISC.
 - (2) During the time that equipment is used on the project or program for which it was acquired, Grantee must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by UST and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §200.307 of 2 C.F.R. Part 200, Grantee must not use equipment acquired with the Grant to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government (i.e. UST) retains an interest in the equipment.

(4) When acquiring replacement equipment, Grantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(ii) When original or replacement equipment acquired under the Grant Agreement is no longer needed for the Project or for other activities currently or previously supported by the Grant, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, Grantee must request disposition instructions from UST and/or State (by way of LISC). Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to LISC and/or State, HCD or UST, as applicable.

(2) Except as provided in §200.312 of 2 C.F.R. Part 200, paragraph (b), or if State, HCD or UST, as applicable, fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by Grantee or sold. LISC is entitled to an amount calculated by multiplying the current market value or proceeds from sale by UST, as applicable, percentage of participation in the cost of the original purchase. If the equipment is sold, UST, as applicable, may permit Grantee to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) Grantee may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, Grantee must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where Grantee fails to take appropriate disposition actions, UST, HCD or State, as applicable, may (through itself or through LISC) direct Grantee to take disposition actions.

Accordingly, if acquiring real property, non-expendable personal property or expendable personal property, please provide the following information upon submission of the disbursement request, as indicated in the Property Statement, attached hereto and made a part hereof.

Certification 8 Attachment B
GOVERNMENT GRANT FINANCIAL REPORT

Monthly/Quarterly/Other Report		Grantee Name:			
Address:		Grant PA#:		Prepared By:	
New Address? Yes-No		Grant Term:		Title:	
Instructions: Send the completed and signed report to your LISC Program Officer. Enter the budget as it appears on the grant letter		Period Reporting On:		Phone Number:	
BUDGET DESCRIPTION	TOTAL APPROVED BUDGET	PRIOR PERIOD'S CUMULATIVE EXPENSES	CURRENT PERIOD'S EXPENSES	CUMULATIVE TOTAL EXPENSES	BUDGET BALANCE
GRAND TOTAL	\$ -	\$ -	\$ -	\$0.00	\$0.00
<p>By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)</p>					

KEEP FOR YOUR RECORDS

<p><u>Financial Records</u> Financial Status Reports Final Financial Status Report Requests for Advance or Reimbursements Copies of All Audits (federal and private) Copies of Audit Responses All Checkbooks Copies of all tax reports filed with the IRS, state and local governments</p> <p><u>Deposits and Receipts</u> All Monthly Bank Statements and Reconciliation's Written Procedures for Spending Funds All Contracts: Subcontracts With Other Groups Consultant Contracts Insurance Policies Service/Maintenance Contracts Sole Source Contract(s) Justifications Construction Contracts (not normally applicable to technical assistance awards) Bid Documents Performance Bonds Special Contractual Provisions, etc. Indirect Cost Documentation Chart of Accounts Ledgers Cash Disbursement Journals Payroll Register for Each Employee Supporting Documentation for All Expenditures: Purchase Orders Vouchers Receipts Petty Cash Vouchers Deposit Receipt for Petty Cash Reconciliation Travel Reimbursement (with receipts where applicable) Time and Attendance Records Price Quotations Equipment Inventory Listing</p>	<p><u>Non-Profit Parent or Sponsoring Organization Records (When Applicable)</u> Articles of Incorporation Corporate Charter with a Not-For Profit Status Constitution and By-laws Federal Charitable Organization Designation (501(c)(3)) FICA Waiver of Exemption List(s) of Board Members Monthly/Quarterly/Annual Reports (whichever is applicable) Minutes of Board Meetings All Pertinent Correspondence Related to Work Under Award Copy of Written Personnel Policies</p> <p><u>Project Records</u> Approved Program Narrative Approved Budget Narratives Grant Award Notice Special Conditions Program Modification Requests Award Adjustment Notices Copies of Required Reports (Narrative and Financial) Copy of Final Program Report (Narrative and Financial) All Pertinent Correspondence Related To This Award (incoming and outgoing) Revised Work Plans Lists(s) of Task Force/Advisory/Community Organization Meetings Related to the Performance of Work under this Award Evaluations Conducted As Required By the Award Personnel Folders: Resumes Letter of Employment (new Hires) Documentation of Pay Raise</p>
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KEEP FOR YOUR RECORDS (Continued)

Reimbursement for Costs in Accordance with the Cost Principles set forth in 2 C.F.R. Part 200.

The following list is for information purposes, and contains allowable and unallowable costs as identified in Section 200.400, et. seq., of 2 C.F.R. Part 200. For a detailed list consult [Section 200.400, et seq., of 2 C.F.R. Part 200, Subpart E, Cost Principles.](#)

Allowable and Unallowable Costs Under 2 C.F.R. Part 200, Subpart E

Item of Cost	Unallowable	Generally Allowable	Under
Alcoholic Beverages	x		2 C.F.R. 200.423
Bad Debt	x		2 C.F.R. 200.426
Bonding Costs		x	2 C.F.R. 200.427
Consultant Fees		x	2 C.F.R. 200.430
Contribution and Donations	x		2 C.F.R. 200.434
Entertainment Costs	x		2 C.F.R. 200.438
Equipment		x	2 C.F.R. 200.439
Fringe Benefits		x	2 C.F.R. 200.431
Fundraising	x		2 C.F.R. 200.442
Goods or Services for personal use	x		2 C.F.R. 200.445
Insurance		x	2 C.F.R. 200.447
Investment Counsel/Management	x		2 C.F.R. 200.442
Lobbying Activities	x		2 C.F.R. 200.450
Losses on other awards	x		2 C.F.R. 200.451
Maintenance and Repair Costs		x	2 C.F.R. 200.452
Office Supplies		x	2 C.F.R. 200.453
Printing & Publication Costs		x	2 C.F.R. 200.461
Professional Dues		x	2 C.F.R. 200.454
Recruiting Costs		x	2 C.F.R. 200.463
Rent Costs		x	2 C.F.R. 200.465
Salaries		x	2 C.F.R. 200.430
Taxes		x	2 C.F.R. 200.470
Training Costs		x	2 C.F.R. 200.472
Transportation		x	2 C.F.R. 200.473
Travel		x	2 C.F.R. 200.474

ATTACHMENT C

PROPERTY STATEMENT									
PA#:									
Grantee:									
<p>When acquiring real property, non-expendable personal property or expendable personal property, please provide the following information upon submission of the <u>last disbursement request</u>, as indicated in the grant letter and made a part hereof.</p>									
<p>Please answer the following related to the proceeds of the LISC grant:</p>									
a) Was non-expendable personal property (e.g. furniture, IT equipment) acquired? If Yes, list the property below								Yes _____	No _____
b) Was expendable personal property with an aggregate value of over \$5,000 (e.g. office supplies, machine parts) acquired? If Yes, list the property below								Yes _____	No _____
c) Was real property(e.g. land or building) acquired? If Yes, list the property below								Yes _____	No _____
d) Will the property as listed continue to be used for the purposes authorized in the Grant Agreement?								Yes _____	No _____
<p>If the answer to question (d) is YES, please specify the projects: _____</p> <p>If the answer to question (d) is NO, what is the proposed disposition of the property? Check one or both</p> <p><input type="checkbox"/> Approval is requested to retain the property in whole or in part <input type="checkbox"/> Disposition instructions requested</p>									
<p>If acquiring expendable personal property with an aggregate value of over \$5,000, please contact your Program Officer to request disposition forms and receive further instructions.</p>									
Date Purchased	Item	Serial Number	Unit Cost	# of Units	%Dept Treasury-CA Rental funds	Location Address	Condition	Service Contracts Y/N	Inventory Reconciled Y/N
<p>Based on the records and as required by the property management standards set forth in the grant letter, this information reflects the status of the real and personal property paid for in whole, or in part, by funds from this award.</p>									
Title: _____							Date: _____		
Signature of Authorized Official: _____									