



Subcontract

Prime Contractor	Subcontractor
Institution/Organization ("Prime Recipient") Name: Washington State University Address: Office of Research Support and Operations Lighty 280 PO Box 641060 Pullman, WA 99164-1060	Institution/Organization ("Subcontractor") Name: Lewis County Address: 351 NW North St Chehalis, WA 98532 EIN No.: 91-6001351 UEI: PAEFFMRVTLZ6
Prime Contract No.: 23-66233-001	Subcontract No. 143035 WSU001110

Sponsor: Washington State Department of Commerce

Subcontract Period of Performance: 03/01/2023-06/14/2023 Amount Funded this Action: \$ 59,117

Project Title: Broadband Action Team Implementation and Support (BAT)

Reporting Requirements [Check here if applicable: See Attachment 4]

Terms and Conditions

- 1) Prime Contractor hereby awards a **fixed-price conditional** subcontract, as described above, to Subcontractor. The statement of work and budget for this subcontract are as shown in Attachment 5. In its performance of the subcontracted work, Subcontractor shall be an independent entity and not an employee or agent of Prime Contractor.
- 2) Prime Recipient shall **distribute funds to** Sub-recipient **in up to four distribution tranches, upon conditions set forth in Attachment 5. Each request for distribution shall be** submitted using Sub-recipient's standard invoice, but at a minimum shall include **progress to satisfy the conditions for distribution**, sub-award number, and certification as to truth and accuracy of invoice (see Attachment 6 for Sample Invoice). Invoices that do not reference Prime Recipient's sub-award number shall be returned to Sub-recipient. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact as shown in Attachment 3. Prime recipient reserves the right to request and the Sub-recipient agrees to provide supporting documentation of Sub-recipients costs in the event the Prime Recipient is required to provide such documentation to its sponsors or there are performance issues which cause the Prime Recipient to question the reasonableness, allowability or allocability of costs billed.
- 3) A final invoice marked "FINAL" must be submitted to the Prime Contractor's Financial Contact, as shown in Attachment 3 not later than 15th of June 2023 after the Project Period. Prime Contractor shall make the final payment to Subcontractor upon completion of all required deliverables and reports as indicated in Attachment 4 and 5
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subcontractor.
- 5) Matters concerning the technical performance of this subcontract should be directed to the appropriate party's Principal Investigator, as shown in Attachment 3.
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subcontract agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact as shown in Attachment 3. Any such changes made to this Subcontract require the written approval of each party's Authorized Official, as shown in Attachment 3.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.
- 8) Either party may terminate this Subcontract with thirty days written notice to the appropriate party's Administrative Contact as shown in Attachment 3.
- 9) No-cost extensions require the approval of the Prime Contractor. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty (30) days prior to the desired effective date of the requested change.
- 10) The Subcontract is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below Subcontractor makes the certifications and assurances shown in Attachments 1 and 2.

By an Authorized Official of Prime Contractor: _____ <div style="text-align: center;">Date</div>	By an Authorized Official of Subcontractor: _____ <div style="text-align: center;">Date</div>
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Attachment 1
WSU Subcontract
Certifications and Assurances

By signing the Subcontract, the authorized official of Subcontractor certifies, to the best of his/her knowledge and belief that Subcontract shall maintain books, records, documents and other evidence which sufficiently and properly reflect all costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, and/or officials so authorized by law. All books, records, documents, and other material relevant to this Subcontract will be retained for three years after expiration and audit by personnel of both parties, other personnel duly authorized by either party, and/or officials so authorized by law shall have full access and the right to examine any of these materials during this period.

Attachment 2
WSU Subcontract
Prime Award Terms and Conditions

See attached Prime Award Agreement

The Prime Award Terms and Conditions contained in this Attachment are modified to the extent where applicable as follows:

- “Contract” shall mean “Subcontract”;
- “Commerce” shall mean “Washington State University”;
- “Contractor” shall mean “Subcontractor”;

**Attachment 3
WSU Subcontract**

Prime Contractor Contacts	Subcontractor Contacts
<p>Administrative Contact</p> <p>Name: Office of Research Support and Operations</p> <p>Address: Washington State University Office of Research Support and Operations Lighty 280 PO Box 641060 Pullman, WA 99164-1060</p> <p>Telephone: (509) 335-9661 Fax: (509) 335-0890 Email: orso@wsu.edu</p>	<p>Administrative Contact</p> <p>Name: Eric Eisenberg Address: 351 NW North St Chehalis, WA 98532</p> <p>Telephone: 360-740-1235 Fax: Email: eric.eisenberg@lewiscountywa.gov</p>
<p>Principal Investigator</p> <p>Name: Michael Gaffney</p> <p>Address: Washington State University College of Arts and Science, Extension PO. Box 642630 Pullman, WA 99164-2630</p> <p>Telephone: (509) 335-4611 Fax: Email: mjgaffney@wsu.edu</p>	<p>Project Director</p> <p>Name: Eric Eisenberg Address: 345 West Main St Chehalis, WA 98532</p> <p>Telephone: 360-740-1235 Fax: Email: eric.eisenberg@lewiscountywa.gov</p>
<p>Financial Contact</p> <p>Name: Elizabeth Jinks, Director, Sponsored Programs Services</p> <p>Address: Washington State University Sponsored Programs Services PO Box 641025 Pullman, WA 99164-1025</p> <p>Telephone: (509) 335-2058 Fax: Email: sps@wsu.edu</p>	<p>Financial Contact</p> <p>Name: Grace Jimenez Address: 351 NW North St Chehalis, WA 98532</p> <p>Telephone: 360-740-1139 Fax: Email: grace.jimenez@lewiscountywa.gov</p>
<p>Authorized Official</p> <p>Name: Dan Nordquist, Associate Vice President</p> <p>Address: Washington State University Office of Research Support and Operations Lighty 280 PO Box 641060 Pullman, WA 99164-1060</p> <p>Telephone: (509) 335-9661 Fax: (509) 335-0890 Email: orso@wsu.edu</p>	<p>Authorized Official</p> <p>Name: Eric Eisenberg Address: 345 West Main Chehalis, WA 98532</p> <p>Telephone: 360-740-1235 Fax: Email: eric.eisenberg@lewiscountywa.gov</p>

**ATTACHMENT 4
WSU SUBCONTRACT**

Invoicing and Funding Distributions

1. Invoices must be submitted to Financial Contact as referenced in Attachment 3 to receive funding.
2. Please reference Purchase Order Number 143035 SPC005392 on all future invoices. Swinomish Indian Tribal Community will be working with Swinomish Indian Tribal Community.
3. Payments will be as follows but invoices are required.
 - a. **Broadband Action Planning.** Upon completion of Worksheets 1 – 4 of the attached Workbook with respect to Broadband Action, a participating entity shall receive the sum of \$10,000.
 - b. Upon completion of Worksheets 5, 6, 11, 12, 13, and 18 an additional sum of \$5,000 shall be transferred.
 - c. **Digital Equity Planning.** Upon completion of Worksheets 1-4 with respect to Digital Equity planning, the participating entity will receive a distribution of \$20,000.
 - d. Upon completion of Worksheets 5, 6, 16, 17, and, 18 of the attached Workbook, and additional sum of \$24,117 will be transferred.
 - e. Responsible Entities which opt to complete both Broadband Action and Digital Equity planning in compliance with the attached Workbook will receive both sets of funding distribution as set forth above.

Reporting Requirements

4. Progress and final reports will be required as requested by Prime Contractor's Project Director.

Match Requirement

5. Cost Share Requirement = \$0

(SUBCONTRACTOR PLEASE COMPLETE THE ASSURANCES SECTION BELOW)

Assurances

BIOSAFETY OF RECOMBINANT DNA

- Project does not involve recombinant DNA.
- Project involves recombinant DNA and was either approved () or determined to be exempt() from the NIH. Approval by the Institutional Biosafety Committee (IBC) on _____ (Date).
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CARE AND USE OF ANIMALS

- Project does not involve vertebrate animals.
- Project involves vertebrate animals and was approved by the Institutional Animal Care and Use Committee (IACUC) on _____ (Date). OLAW Animal Assurances # _____.
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PROTECTION OF HUMAN SUBJECTS

- Project does not involve human subjects.
- Project involves human subjects and was approved by the Institutional Review Board (IRB) on _____ (Date). Federal Wide Assurance # _____.
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CONFLICT OF INTEREST

- The Collaborator certifies by signature to this Subcontract that it has a federally compliant conflict of interest policy.

Attachment 5
WSU Subcontract

General Scope. The Participants will conduct local broadband-related planning activities as set forth below. The Participants will maintain regular and reasonable contact and engage in discussions regarding [subject of research] collaboration and the activities listed herein. Each Participant will identify representatives responsible for overseeing matters pertaining to this MOU.

Specific Activities. The Participants intend to collaboratively pursue the following activities and goals:

Upon execution of this Statement of Work, WSU Extension will transfer an initial amount based on the types and amount of planning work to be undertaken to the signing entity, in exchange for which said entity will support initial inclusive planning efforts to accomplish a county or Tribal level Broadband Action Plan, Digital Equity Plan, or both, with components as listed below. As each plan component is completed in draft, it will be submitted via the WSU Portal, with all components submitted in draft form no later than June 14, 2023.

D. County or Tribal Level Broadband Action Plans will include all elements contained in the appropriate Workbook sections, specifically including but not limited to the following:

- 1. Identification of a Principal Contact** (individual or organization) which is responsible for the accomplishment the project tasks and deliverables, including initiation, planning, and execution. These Roles and Responsibilities will include the specific items listed below:
- 2. Creation or support of an existing Inclusive Planning Process** structure which must address the broadly inclusive engagement requirements identified under the Washington Digital Equity Act (HB 1723). This effort may be supported by the regional Extension project team to ensure that all community voices are represented in the process.
- 3. Plan Overview**
 - a. Development an overview of the Broadband Action Plan. This process will include a vision, goals, and objectives for this engaged process.
- 4. Broadband Asset Inventory & Map**
 - a. Review baseline broadband asset map provided by WSU Extension to understand what assets are captured based on the currently available data.
 - b. Identify and document missing datasets and/or assets
 - c. If available, provide additional data in a GIS format. If data is not available in GIS format, provide data in the available format and/or describe resources needed to make it available in GIS format
 - d. Use baseline map and additional data to identity physical and community infrastructure assets that advance broadband deployment, access, affordability, and adoption.
 - e. Use data from the broadband asset map to complete the relevant section of the Workbook included as Attachment A.
- 5. Needs and Gap Assessment**
 - a. Review baseline broadband asset map provided by WSU Extension to understand where gaps in broadband infrastructure, access, adoption, and application are captured based on the currently available data.

- b. Identify and document missing datasets and/or assets
- c. If available, provide additional data in a GIS format. If data is not available in GIS format, provide data in the available format and/or describe resources needed to make it available in GIS format
- d. Use baseline map and additional data to identify the gaps and needs around broadband deployment, access, affordability, and adoption.
- e. Use data from the broadband asset map to complete the relevant section of the Workbook included as Attachment A.

6. Obstacles and Barriers Report

- a. Identify known or potential obstacles and/or barriers to broadband expansion and/or participation in the BEAD program, which may include, but are not limited to, policy barriers, workforce shortages, supply chain issues, limitations of current state of deployment, terrain, and digital equity issues.
- b. Complete the relevant section of the Workbook included as Attachment A.

7. Action Plan

- a. Using the data and conclusions from the Asset Inventory, Needs and Gap Assessment, and the Obstacles and Barriers Report, develop an Action Plan that identifies next steps to address community needs.
- b. Identify priorities, potential activities, supporting strategies, and any assistance that will be needed to achieve objectives, accomplish goals, and realize vision.
- c. Recommendations that may be included in the Action Plan, include, but are not limited to:
 - i. Recommendation of potential broadband deployment project areas, associated method of service delivery, and estimated costs.
 - ii. Strategy recommendations for deployment of county-owned assets, open access assets and networks, and/or public-private partnerships dependent on county need.
- d. Complete the relevant section of the Workbook included as Attachment A.

E. County or Tribal Level Digital Equity Plans will include all elements contained in the appropriate Workbook sections, specifically including but not limited to the following:

- 1. Identification of a Principal Contact** (individual or organization) which is responsible for the accomplishment the project tasks and deliverables, including initiation, planning, and execution. These Roles and Responsibilities will include the specific items listed below:
- 2. Creation or Support of an Existing Inclusive Planning Process** structure which must address the broadly inclusive engagement requirements identified under the Washington Digital Equity Act (HB 1723). This effort may be supported by the regional Extension project team to ensure that all community voices are represented in the process.
- 3. Plan Overview**
 - a. Development an overview of the Digital Equity Plan. This process will include a vision, goals, and objectives for this engaged process.
- 4. Needs and Gap Assessment**
 - a. Review digital equity data and map provided by WSU Extension to understand needs, gaps, and barriers around broadband adoption, affordability, and application are identified based on the

currently available data.

- b. Identify and document missing datasets; identify any datasets that are believed to be inaccurate or incomplete
- c. If available, provide additional/corrected data in a GIS format. If data is not available in GIS format, provide data in the available format and/or describe resources needed to make it available in GIS format
- d. Use aggregated data and map to identify the gaps, needs, and barriers around broadband affordability, adoption, and application, including the needs of underserved populations identified in the Washington Digital Equity Act (HB 1723).
- e. Use data from the broadband asset map to complete the relevant section of the Workbook included as Attachment A.

5. Digital Equity Asset Inventory & Map

- a. Review assets identified in the baseline digital equity asset inventory and associated map provided by WSU Extension to understand what digital equity assets and programs are included in the currently available data.
- b. Identify and document missing assets, program, and/or existing digital equity plans, including the service area of each asset or program.
- c. If available, provide data on coverage areas in a GIS format.
- d. Use digital equity asset inventory, associated map, and additional assets, programs, and/or digital equity plans to identify assets available for affordability and adoption, with specific identification of the programs designed to serve the underserved populations identified in the Washington Digital Equity Act (HB 1723).
- e. Use data from the digital equity asset inventory and map to complete the relevant section of the Workbook included as Attachment A.

6. Action Plan

- a. Using the data and conclusions from the Asset Inventory and Needs and Gap Assessment, develop an Action Plan that identifies next steps to address community needs.
- b. Identify priorities, potential activities, supporting strategies, and any assistance that will be needed to achieve objectives, accomplish goals, and realize vision.
- c. Recommendations that may be included in the Action Plan, include, but are not limited to, alignment with plans and priorities from other entities and/or sectors, such as libraries, healthcare institutions, school districts, etc.
- d. Complete the relevant section of the Workbook included as Attachment A.

Contingent on the Lewis County Broadband Action Team (LCBAT) completing and submitting Broadband Action Plan and Digital Equity worksheets as requested by Washington State University, Lewis County will act as fiscal sponsor for the LCBAT, including the following: (a) receiving the funds disbursed to LCBAT as compensation for the aforementioned work; (b) accounting for such funds in accordance with generally accepted accounting principles; (c) maintaining proper records for the administration of those funds; (d) at the formal written direction of LCBAT, disbursing such funds to carry out LCBAT's further broadband-action or digital-equity work; and (e) if necessary, being added as a party to LCBAT agreements or contracts to reflect this fiscal sponsorship status. In acting as this fiscal sponsor, Lewis County does not and will not assume authority to control or direct the disbursement of the funds, nor bear responsibility for their expenditure to any party or entity; it will act solely as a ministerial agent of the LCBA.

Uniform Guidance Subrecipient Compliance Confirmation

TO: Lewis County

RE: Washington State Univ. Uniform Guidance Subrecipient Compliance Confirmation FY 2022

The Federal Office of Management and Budget requires prime recipients of Federal funds to monitor sub-awards to subrecipients for compliance with the requirements of Uniform Guidance, *Audits of Institutions of Higher Education and Other Nonprofit Institutions*. **WSU is extending this policy to subrecipients of non-federal funds subcontracted as well.** We are requesting certification that your organization is in compliance with the Uniform Guidance. Accordingly, please check the appropriate box below and return with a copy of your audit, if required.

___ Our Single Audit has been completed. We certify that for the period of _____ to _____, 2022 there were no material weaknesses, instances of material non-compliances or findings related to any sub-awards with Washington State University for this period and no corrective actions were required; therefore, we are not enclosing a copy of the report.

___ Our Single Audit for the period _____ to _____ included exceptions. **A copy of the audit report, including the exceptions and our responses, is enclosed.**

___ Our Single Audit report is not yet complete. We expect that the report and institutional response (if necessary) will be completed by _____. Upon completion, we will provide written notification and, if material findings are reported, a copy of our audit report along with a corrective action plan.

___ We are not subject to the audit requirements of the Uniform Guidance because we expended less than \$ 750,000 in federal funds during the related fiscal year. **(Please complete page 2.)**

___ Other -- We are not subject to the Single Audit requirements because: **(Please complete page 2.)**

___ Our organization is for profit (fill in page 2).

___ Other (explain) _____
(fill in page 2)

I certify that the above-marked information accurately represents the organization of which I am a representative. Furthermore, I hereby certify that all relevant materials findings in the audit report, if completed, have been disclosed.

Signature: _____ Title: _____ Date: _____

Name: _____ Phone: _____ Email: _____

Organization Name: _____

Address: _____

City/State/Zip Code: : _____

Website address of audit report or financial statements: _____

For Uniform Guidance exempt entities, please complete the following:

We are certifying that, **for the fiscal year ending** _____, **2022 (fill in date)**, we have annual financial statements that have been reviewed or audited by an independent audit firm and the financial statements received an unqualified opinion from our independent certified public accountants.

1. Does your organization have a financial management system that provides records that can identify the source and application of funds for award-supported activities (Reference FAR 52.216-7)? **Yes** **No**
2. Does your organization's financial management system provide for the control and accountability of project funds, property and other assets? **Yes** **No**
3. Does your organization's procurement system allow for free and open competition and eliminate or reduce conflict of interest in the procurement process? **Yes** **No**

In lieu of an Uniform Guidance audit, we enclose the following for your records:

- An audited financial statement
- An independent auditor's management letter
- Other: _____

Signature: _____ Date: _____

Name: _____ Title: _____

E-mail Address: _____ Phone #: _____

Sub-recipient's Organization Name: _____

Address: _____

Website address of audit report or financial statements: _____