Interagency Agreement with

Harborview Center for Sexual Assault and Traumatic Stress through

Office of Crime Victims Advocacy

For

Sexual Assault Nurse Examiner (SANE) Training Program

Start date: July 1, 2017
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Special Terms and Conditions

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Attachment A, Scope of Work

Attachment B, Budget

Attachment C, Equal Employment Opportunity Plan Certification

Attachment D, Certification of Federal Award Requirements

Attachment E, Civil Rights Certification

Attachment F, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Attachment G, Certification Regarding DUNS and Compliance in Registering

Attachment H, Certification Regarding Lobbying
# FACE SHEET

Washington State Department of Commerce  
Community Services and Housing Division  
Office of Crime Victims Advocacy  
Sexual Assault Nurse Examiner (SANE) Training Program SFY 2018

<table>
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<tr>
<th>1. Grantee</th>
<th>2. Grantee Doing Business As (optional)</th>
</tr>
</thead>
</table>
| Harborview Center for Sexual Assault and Traumatic Stress  
PO Box 359947  
Seattle, WA 98122-9947 | |

<table>
<thead>
<tr>
<th>3. Grantee Representative</th>
<th>4. COMMERCE Representative</th>
</tr>
</thead>
</table>
| Laura Merchant  
Assistant Director  
Phone: 206-744-1600  
Fax: 206-744-1614  
lmerchant@u.washington.edu | Tara Wolfe  
Sexual Assault Services  
Program Manager  
Phone: 360-725-2874  
Fax: 360-586-7176  
tara.wolfe@commerce.wa.gov |

<table>
<thead>
<tr>
<th>5. Grant Amount</th>
<th>6. Funding Source</th>
<th>7. Start Date</th>
<th>8. End Date</th>
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| $210,000.00 | Federal: ☑  
State: ☑  
Other: ☐  
N/A: ☐ | July 1, 2017 | June 30, 2018 |

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<th>10. Tax ID #</th>
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<th>14. Grant Purpose</th>
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<td>To provide Sexual Assault Nurse Examiner (SANE) Training grant activities.</td>
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COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment A - Scope of Work; Attachment B - Budget; Attachment C - Equal Employment Opportunity Plan Certification; Attachment D - Certification of Federal Award Requirements; Attachment E - Civil Rights Certification; Attachment F - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion; Attachment G - Certification Regarding DUNS and Compliance in Registering; Attachment H - Certification Regarding Lobbying; and Grantee’s Application for funding.

FOR GRANTEE:  
Paul Hayes RN, Executive Director  
Date: October 4, 2017

FOR COMMERCE:  
Diane Klontz, Assistant Director  
Date: 11/2/17

APPROVED AS TO FORM ONLY  
BY ASSISTANT ATTORNEY GENERAL  
APPROVAL ON FILE

3/16/2017
1. **ACKNOWLEDGEMENT OF FEDERAL FUNDING**

   Federal Award Date: 10/1/2014 – 9/30/2018
   Federal Award Identification Number (FAIN): 2015-VF-GX-0058
   Total Amount of the Federal Award: $535,381
   Awarding Official: Department of Justice,
   Office of Justice Programs, Office for Victims of Crime
   Amount obligated by this action: $187,977

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

   "This project was supported by Grant No. 2015-VF-GX-0058 awarded by Office for Victims of Crime, US Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Office for Victims of Crime, US Department of Justice. Grant funds are administered by the Office of Crime Victims Advocacy, Washington State Department of COMMERCE."

   In the event a correction is required to the Acknowledgement of Federal Funding, an administrative change will be processed. A change to the Acknowledgement of Federal Funding will not affect your budget or scope of work and notice will be provided.

2. **ASSOCIATION OF COMMUNITY ORGANIZATIONS (ACORN)**

   Grantee understands and agrees that it cannot use these funds in support of any Grant or sub-award to either the Association of Community Organizations (ACORN) or its subsidiaries.

3. **BILLING PROCEDURES AND PAYMENT**

   The Grantee shall submit all requests for reimbursement on the Invoice Voucher (A-19) Form provided by OCVA Program Manager.

   Invoices shall be submitted at least quarterly, but not more often than monthly, on the Invoice Voucher (A-19) Form. The Invoice Voucher shall be submitted to Tara Wolfe, Sexual Assault Services Program Manager, Office of Crime Victims Advocacy, Post Office Box 42525, Olympia, WA 98504-2525.

   COMMERCE will pay Grantee upon acceptance of program activities provided and receipt of properly completed invoices.

   Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

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

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

   **Duplication of Billed Costs**

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed $210,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Attachment A - Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the Attachment B - Budget.

Transfer of funds between line item budget categories must be approved by OCVA program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation of an amendment by Grantee and COMMERCE.

EXPENSES

Travel expenses incurred or paid by Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Any out-of-state travel must be approved in advance by the COMMERCE program manager for this Grant. Current rates for travel may be accessed at http://www.ofm.wa.gov/resources/travel/colormap%201017.pdf.

The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs Financial Guide, which can be found at http://ojp.gov/financialguide/DOJ/index.htm.

Funds payable under this Grant include federal Victim Assistance Training Program grant funds (CFDA Number 18.552).

In performance of the services, requirements, and activities set forth herein, the Grantee shall comply with all applicable federal requirements of the Victims of Crime Act Rule https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program.

5. COMPUTER NETWORKS

Grantee understands and agrees that it cannot use any federal funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

6. CONFERENCES, MEETINGS, AND TRAININGS

The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at http://ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm.

7. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEO)

The Grantee certifies that you have verified with the appropriate person in your agency that, as a recipient of OVC Grant funds, your agency will complete an EEOP Certification to claim either a complete exemption or limited exemption from the submission requirement.

A complete exemption means that your agency is not required to prepare an EEOP because it meets one or more of the following:
SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS

• Recipient has less than 50 employees
• Recipient is an education institution
• Recipient is an Indian Tribe
• Recipient is a medical institution
• Recipient is a non-profit organization
• Recipient’s award is less than $25,000

A limited exemption of the submission requirement means that your agency has formulated an EEOP that has been signed and is available for review because the agency has 50 or more employees and is receiving a single award or subaward of $25,000 or more, but less than $500,000.

8. EQUAL OPPORTUNITY TREATMENT FOR FAITH BASED ORGANIZATIONS
The Grantee agrees to comply with the applicable requirements of 28 CFR Part 36, the Department of Justice regulation.

9. EXAMINATION OF RECORDS
The Grantee authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the OVC grant. The State will further ensure that all OVC subGrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the OVC Victim Assistance Training Program grant.

10. FEDERAL NON-DISCRIMINATION REQUIREMENTS
It will comply with any applicable federal non-discrimination requirements, which may include:
• the Omnibus Crime Control Act and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
• the Victims of Crime Act (34 U.S. Code § 20110(e));
• the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
• the Civil Rights Act of 1964 (42 U.S.C. § 2000(d));
• the Rehabilitation Act of 1973 (29 U.S.C. § 794);
• the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34);
• the Education Amendments of 1972 (20 U.S.C. §§ 1681,1683,1685-95);
• the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
• 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures);
• Executive Order 13279 (equal protection of the law for faith based and community organizations); and 28 C.F.R. Part 37 (U.S. Department of Justice Regulations – Equal Treatment for Faith Based Organizations).

Applicant also ensures compliance with Federal law prohibiting grant recipients from retaliating against individuals taking action or participating in action to secure rights protected by federal law. Information about civil rights obligations of Grantees can be found at http://www.ojp.usdoj.gov/ocr/.

11. FRAUD, WASTE, ABUSE, OR MISCONDUCT
The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, Grantee, Subgrantee, Subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by:

3/16/2017
12. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

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

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

13. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect COMMERCE should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectible insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

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

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than $1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Agreement involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.
Additional Provisions:

Above insurance policy shall include the following provisions:

1. Additional Insured. The state of Washington, COMMERCE, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

2. Identification. The policy must reference COMMERCE's Agreement number and the State agency name.

3. Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by COMMERCE's Risk Manager, or the Risk Manager for the state of Washington, before the Agreement is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

4. Excess Coverage. By requiring insurance herein, COMMERCE does not represent that coverage and limits will be adequate to protect Grantee and such coverage and limits shall not limit Grantee's liability under the indemnities and reimbursements granted to COMMERCE in this Agreement.

Local Government Grantees that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program — With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantees participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

14. NON-SUPPLANTING CERTIFICATION

No OVC Victim Assistance Training Program Grant funds will be used to supplant existing state, local, or other non-federal funding already in place to support current services. OVC Victim Assistance Training Program Grant funds will be used to increase the total amount of funds used for training crime victim advocates. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this grant, recoupment of monies provided under this grant, and civil and/or criminal penalties.

15. REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to executive order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department of Justice encourages recipients and sub-recipients to adopt and enforce policies banning employees from text messaging while driving any
vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

16. REPORTING
The Grantee shall submit quarterly activity reports that describe the progress made on the work described in Attachment A - Scope of Work, total number of attendees, and performance measures. Reports will be due no later than October 15, 2017, January 15, 2018, April 18, 2017; and with the final invoice.

17. REQUIREMENT PERTAINING TO PROHIBITED CONDUCT RELATED TO TRAFFICKING IN PERSONS (INCLUDING REPORTING REQUIREMENTS AND OJP AUTHORITY TO TERMINATE GRANT)
The Grantee and any Subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients, subgrantees, or individuals defined (for purposes of this condition) as "employees" of the Grantee or of any Subgrantee.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (grant condition: prohibited conduct by Grantees and Subgrantees related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

18. RESTRICTIONS AND CERTIFICATIONS REGARDING NON-DISCLOSURE AGREEMENTS AND RELATED MATTERS
No Grantee or Subgrantee under this Grant, or entity that receives a procurement contract or subcontract with any funds under this Grant, may require any employee or grantee to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this Grant, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartment information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

A. In accepting this award, the recipient:

1. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or grantees that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict), employees or grantees from reporting waste, fraud, or abuse as described above; and

2. certifies that, if it learns or is notified that it is or has been requiring its employees or grantees to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

B. If the Grantee does or is authorized under this Grant to make Subgrantee, procurement contracts, or both:

1. It represents that:
SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS

a. It has determined that no other entity that the Grantee’s application proposes may or will receive grant funds (whether through a Subgrant, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or grantees that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or grantees from reporting waste, fraud, or abuse as described above; and

b. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

2. It certifies that, if it learns or is notified that any subgrantee, grantee, or subcontractor entity that receives funds under this Grant is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of ward funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligation only if expressly authorized to do so by that agency.

19. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs.

20. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. “Subcontractors” shall mean subcontractors of any tier.
21. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A, Scope of Work
- Attachment B, Budget
- Attachment C, Equal Employment Opportunity Plan Certification
- Attachment D, Certification of Federal Award Requirements
- Attachment E, Civil Rights Certification
- Attachment F, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- Attachment G, Certification Regarding DUNS and Compliance in Registering
- Attachment H, Certification Regarding Lobbying
GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS

1. DEFINITIONS
As used throughout this Contract, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Department of Commerce.

C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

E. "Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.

F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

G. "State" shall mean the state of Washington.

H. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ADVANCE PAYMENTS PROHIBITED
No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by COMMERCE.

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

4. AMENDMENTS
This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35
The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. ASSIGNMENT
Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.
7. ATTORNEYS’ FEES

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

8. AUDIT

A. General Requirements

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

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

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

COMMERCE reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Grantee must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirements – 2 CFR Part 200

Grantees expending $750,000 or more in a fiscal year (that begins after December 26, 2014) in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200. For fiscal years beginning prior to December 26, 2014, Grantees are required to have an audit conducted in accordance with Federal audit requirements.

When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:

- Grantor agency name
- Federal agency
- Federal program name
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
- Grantor contract number
- Total award amount including amendments (total grant award)
- Current year expenditures

If the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Grantee in accordance with 2 CFR Part 200.

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

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

C. Documentation Requirements

The Grantee must send a copy of any required audit Reporting Package as described in 2 CFR Part 200 no later than nine (9) months after the end of the Grantee’s fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
9. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

2. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and

4. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the Grantee is unable to certify to any of the statements in this Contract, the Grantee shall attach an explanation to this Contract.

C. The Grantee agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

D. The Grantee further agrees by signing this Contract that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

a) The lower tier grantee certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the lower tier grantee is unable to certify to any of the statements in this Contract, such grantee shall attach an explanation to this Contract.

E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.
10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;

2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and

3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver’s license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Office of Crime Victims Advocacy program including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant.

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

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the owner of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

13. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee’s name, address, and Contract number; and
- be mailed to the Director and the other party’s (respondent’s) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor’s statement to both the Director or the Director’s designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties’ choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.
14. DUPLICATE PAYMENT

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

15. GOVERNING LAW AND VENUE

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

16. INDEMNIFICATION

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

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

The Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Grantee’s or any subcontractor’s performance or failure to perform the contract. The Grantee’s obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

17. INDEPENDENT CAPACITY OF THE CONTRACTOR

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

18. INDIRECT COSTS

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

19. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCe may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCe may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCe under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I’s rights to collect from the Grantee.

20. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:
United States Laws, Regulations and Circulars (Federal)

A. Audits
   2 CFR Part 200

B. Labor and Safety Standards
   Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.
   Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

C. Laws against Discrimination
   Nondiscrimination in Federally Assisted Programs.
   Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.
   Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).
   Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.
   Section 3, Housing and Urban Development Act of 1968, 12 USC 1701u (See 24 CFR 570.507(b)).

D. Office of Management and Budget Circulars
   2 CFR Parts 200.

E. Other
   Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352. (Byrd Anti-Lobbying Amendment), 31 U.S.C. 1352 provides that Grantees who apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining
any lobbying with non-Federal funds that takes place in connection with obtaining any Federal
award. Such disclosures are forwarded from tier to tier up to the recipient.
Non-Supplanting Federal Funds.
Section 8 Housing Assistance Payments Program.

F. Privacy


Washington State Laws and Regulations

A. Affirmative action, RCW 41.06.020 (1).
B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
C. Disclosure-campaign finances-lobbying, Chapter 42.17A RCW.
D. Discrimination-human rights commission, Chapter 49.60 RCW.
E. Ethics in public service, Chapter 42.52 RCW.
F. Office of minority and women’s business enterprises, Chapter 38.19 RCW and Chapter 326-02
WAC.
G. Open public meetings act, Chapter 42.30 RCW.
H. Public records act, Chapter 42.56 RCW.
I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

21. LICENSING, ACCREDITATION AND REGISTRATION

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

22. LIMITATION OF AUTHORITY

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

23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Grantee shall comply with all federal, state, and local
nondiscrimination laws, regulations and policies. In the event of the Grantee’s non-compliance or
refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded,
canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further
contracts with COMMERCE. The Grantee shall, however, be given a reasonable time in which to
cure this noncompliance. Any dispute may be resolved in accordance with the “Disputes” procedure
set forth herein.

24. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and
Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of
any person for public office.

25. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

All Grantees must establish procurement policies and procedures in accordance with 2 CFR Part 200.
GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS

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

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.

2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.

3. Minimum procedural requirements, as follows:
   a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
   b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
   c. Positive efforts shall be made to use small and minority-owned businesses.
   d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
   e. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
   f. Some form of price or cost analysis should be performed in connection with every procurement action.
   g. Procurement records and files for purchases shall include all of the following:
      1) Grantee selection or rejection.
      2) The basis for the cost or price.
      3) Justification for lack of competitive bids if offers are not obtained.
   h. A system for contract administration to ensure Grantee conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.

4. Grantee and Subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed $5,000.
   Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

26. PUBLICITY
The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

27. RECAPTURE
In the event that the Grantee fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.
28. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

29. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

30. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

31. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

32. SITE SECURITY

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

33. SUBCONTRACTING

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

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

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

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.
34. SURVIVAL
The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

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

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

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

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the contract. A termination shall be deemed a “Termination for Convenience” if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

37. TERMINATION FOR CONVENIENCE
Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

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

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the “Disputes” clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;

2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;

6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

39. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.

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

40. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.
Scope of Work

Sexual Assault Nurse Examiner (SANE) Training Program SFY 2017

July 1, 2017 through June 30, 2018

Harborview Center for Sexual Assault and Traumatic shall provide staff with sexual assault nurse examiner experience and expertise and furnish goods and services necessary to accomplish the activities under the Sexual Assault Nurse Examiner (SANE) Training Program contract funding during the contract period.

Funding from this Grant must be used to support the grantee’s Sexual Assault Nurse Examiner (SANE) Training Program. HCSATS’ Sexual Assault Nurse Examiner (SANE) Training Program activities shall include but are not limited to:

- Ensuring consultation and peer review is available to sexual assault nurse examiners so that service providers are qualified and have access to support and resources on effective exam practices.
- Ensuring training is available to sexual assault nurse examiners to support sexual assault forensic medical activities.
- Ensuring the availability publications, educational resources, and/or website information to support sexual assault forensic medical activities.
- Sexual Assault Nurse Examiner (SANE) Training Program activities shall be consistent with the Washington State Guidelines.

DELIVERABLES
The Grantee shall provide OCVA with the following deliverables:
1. Services – As detailed above.
2. Reports – As described in Section 5 of Special Terms and Conditions.
3. Audit – If required, audit must be received no later than nine (9) months after the end of the Grantee’s fiscal year.
4. Vouchers – Must be submitted at least quarterly.

PERFORMANCE MEASURES
Provision of the deliverables listed above will be measured using the following performance measures:
1. 90% of required reports will be submitted on time.
2. 100% of required audits will be completed on time.
## Budget

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Salaries</td>
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</tr>
<tr>
<td>Benefits</td>
<td>$53,006.00</td>
</tr>
<tr>
<td>Contracted Services</td>
<td>$0.00</td>
</tr>
<tr>
<td>Goods and Services</td>
<td>$25,791.00</td>
</tr>
<tr>
<td>Indirect or Administrative</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Total Contract Amount**: $210,000.00

Grantee agrees to obtain approval from COMMERCE prior to any modification of this approved budget.

Travel expenses incurred or paid by Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Current rates for travel may be accessed at [http://www.ofm.wa.gov/resources/travel/colormap1017.pdf](http://www.ofm.wa.gov/resources/travel/colormap1017.pdf).
CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements
Please read carefully the instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: Harborview Medical Center
Address: PO Box 359947, Seattle, WA 98124-9947

Is agency a ☐ Direct or ☐ Sub recipient of OJP, OVW or COPS funding? ☐ Law Enforcement Agency? ☐ Yes ☐ No
DUNS Number: 139679817 Vendor Number (only if direct recipient): N/A
Name and Title of Contact Person: Laura Merchant, Assistant Director
Telephone Number: (206) 744-1800 E-Mail Address: lmerchan@u.washington.edu

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that are correct:

☐ Less than 50 employees
☐ Governmental Entity
☐ Educational Institution
☐ Not-for-Profit Organization
☐ Medical Institution

[Signature]
Responsibly Official [Recipient]

I certify that:

[Signature]
[Name]

Section B—Declaration Claiming Exemption from EEOP Submission Requirement and Certifying That an EEOP is on File for Review

If a recipient has fifty or more employees and is receiving a single award of, or subaward of, $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

[Signature]
[Name]

Which has fifty or more employees and is receiving a single award for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E.; further certifies that, within the last twenty-four months, the recipient agency has formulated and signed into effect the EEOP and, as required by applicable federal law, has made the EEOP available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],
[address],

Print or Type Name and Title [Signature] Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award of a subaward of $500,000 or more, the recipient agency must send an EEOP Short Form to the OCR for review:

[Signature]
[Name]

Which has fifty or more employees and is receiving a single award of $500,000 or more has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E.; has sent the EEOP to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, (date) to the following address:

[Signature]
[Name]

Print or Type Name and Title [Signature] Date
CERTIFICATION OF FEDERAL AWARD REQUIREMENTS

Funding for this grant is comprised of both Washington State General Funds and Federal Victims of Crime Act (VOCA) funds. Grantees must meet the following conditions in order to receive grant funding.

1. **DATA UNIVERAL NUMBERING SYSTEM (DUNS)**

   In general, the Office of Management and Budget requires that all applicants (other than individuals) for federal funds include a DUNS number in their application for a new award or a supplement to an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and differentiating entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, Grantees, and Subgrantees. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at (866) 705-7711 to obtain a DUNS number or apply online at www.dnb.com. A DUNS number is usually received within 1-2 business days.

   | Agency's federal DUNS Number | 136578817 |

2. **SYSTEM FOR AWARD MANAGEMENT (SAM): REGISTRATION**

   The Grantee organization must acquire or renew registration with the System for Award Management (SAM). SAM is the repository for standard information about federal financial assistance applicants, Grantees, and Subgrantees. OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Grantees must update or renew their SAM registration annually to maintain an active status. Information about SAM registration procedures can be accessed at www.sam.gov.

   Agency is registered in System for Award Management (SAM): ☑ yes □ no

3. **AUDIT REQUIREMENTS**

   Federal Grant Funds Subrecipients expending $750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the Subrecipient Handbook for more detail.

   The organization received $750,000 or more in federal funding in the agency's preceding fiscal year: ❌ yes □ no

4. **EXECUTIVE COMPENSATION DATA**

   In certain circumstances recipients of federal funds must report the names and total compensation of their five most highly compensated executives. Answer the following questions to determine if you have to submit this information.

   In the agency's preceding fiscal year, did the organization:

   A. receive 80 percent or more of its annual gross revenues in U.S. federal grants, subgrants, loans, grants, subgrants, and/or cooperative agreements: ☑ yes □ no

   B. and $25,000,000 or more in annual gross revenues from U.S. federal grants, subgrants, loans, grants, subgrants, and/or cooperative agreements?: ☑ yes □ no
If you answered "yes" to both 4.a) and 4.b), please provide the following:

Names/compensation of 5 most highly compensated executives of the recipient of award funds:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

5. **INTERNAL REVENUE SERVICE (IRS) 501(c)(3) DETERMINATION LETTER**

VOCA funding requires that nonprofit organizations verify their nonprofit status by providing a copy of their Internal Revenue Service (IRS) 501(c)(3) determination letter. A nonprofit organization is as described in section 501 (c)(3) of the Internal Revenue Code of 1986 and is exempt from taxation under section 501(a) of that Code. See 42 U.S.C § 13925(b)(15)(B).

Unless submitted previously, nonprofit organizations applying for funding must submit a copy of Internal Revenue Service to OCVA with this application.

☐ Letter is attached  ☐ Letter was submitted with previous application(s)
☐ Not applicable (local government, Tribe)

6. **ASSOCIATION OF COMMUNITY ORGANIZATIONS (ACORN)**

The applicant understands and agrees that it cannot use the VOCA Grant funds in support of any Grant or sub-award to either the Association of Community Organizations or its subsidiaries, without the express prior written approval of OCJP.

7. **COMPUTER NETWORKS**

The applicant understands and agrees that it cannot use VOCA Grant funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

8. **NON-SUPPLANTING CERTIFICATION**

The applicant understands and agrees that no VOCA Grant funds will be used to supplant existing state, local, or other non-federal funding already in place to support current services. VOCA Grant funds will be used to increase the total amount of funds used for crime victim assistance. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this grant, recoupment of monies provided under this grant, and civil and/or criminal penalties.

9. **ADA REQUIREMENT (FOR NON-TRIBAL GRANTEES ONLY)**

Does the location where services are primarily provided comply with ADA requirements for accessibility? ☒ yes  ☐ no

If no, please explain:

________________________________________________________________________
By signing this document below, the applicant certifies that that agency is qualified to receive the funds. As the duly authorized representative of the applicant, I hereby acknowledge that the applicant will comply with the above requirements. This acknowledgement shall be treated as a material representation of fact upon with the Department of COMMERCE, Office of Crime Victims Advocacy will rely if a grant is issued.

Signature

Date

Paul Hayes, RN, Executive Director
Typed Name and Title of Authorized Representative
CIVIL RIGHTS CERTIFICATIONS

The applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, requirements, and any conditions of the recipient's grant. If a grant is made, the Grantee and Subcontractors, if any, will be subject to statutory prohibitions on discrimination.

1. DISCRIMINATION ON THE BASIS OF NATIONAL ORIGIN—LIMITED ENGLISH PROFICIENT (LEP) INDIVIDUALS
   To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, applicants must take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access to services and legal protections. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Assistance in understanding grant recipient's obligations under the law may be found in the Department of Justice's Guidance to Federal Financial Assistance Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficiency Persons (LEP Guidance), which can be found at 67 Fed. Reg. 41455 (June 18, 2002). Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

2. FEDERAL NON-DISCRIMINATION REQUIREMENTS
   The applicant will comply with any applicable federal nondiscrimination requirements, which may include:
   
   • the Omnibus Crime Control Act and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
   • the Victims of Crime Act (42 U.S.C. § 10604(e));
   • the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
   • the Civil Rights Act of 1964 (42 U.S.C. § 2000(d));
   • the Rehabilitation Act of 1973 (29 U.S.C. § 794);
   • the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34);
   • the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86);
   • the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
   • 28 C.F.R. Part 42 (U.S. Department of Justice—Regulations—Nondiscrimination, Equal Employment Opportunity, Policies and Procedures);
   • Executive Order 13279 (equal protection of the law for faith based and community organizations); and
   • 28 C.F.R. Part 38 (U.S. Department of Justice Regulations—Equal Treatment for Faith Based Organizations).
   The applicant shall further comply with federal law prohibiting grant recipients from retaliating against individuals taking action or participating in action to secure rights protected by federal law.

3. CIVIL RIGHTS PROVISION—PROHIBITION OF DISCRIMINATION FOR RECIPIENTS OF FEDERAL FUNDS
   The applicant assures compliance of all applicable nondiscrimination requirements of the Victims of Crime Act. No person in any state shall, on the grounds of race, color, religion, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or denied employment in connection with any program or activity receiving federal financial assistance, pursuant to the following statutes and regulations: Section 802(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789d, and Department of Justice Nondiscrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, and G; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, et seq.; Section 504 of the Rehabilitation Act of 1973, as
4. FEDERAL CIVIL RIGHTS TRAINING

Recipients of financial assistance from the Department of Justice, such as Victims of Crime Act (VOCA) funds, either awarded directly or through another recipient, must comply with the federal statutes and regulations that prohibit discrimination based on race, color, national origin, sex, religion, age, and disability in VOCA-funded programs or activities.

As part of its training efforts, the Office for Civil Rights at the Office of Justice Programs has developed an online civil rights training curriculum for recipients. This training, which consists of six segments and accompanying self-tests, is designed to provide recipients with an overview of applicable nondiscrimination laws and the general civil rights obligations that are tied to grants awarded by the Department of Justice. The OCR offers this online version of its training program to ensure that recipients who are unable to participate in an in-person training session can still receive valuable technical assistance.

All six Civil Rights training programs are available at [http://ojp.gov/about/ocr/ocr-training-videos/](http://ojp.gov/about/ocr/ocr-training-videos/).

The recipient must view the online training. By signing this certification, the applicant acknowledges the viewing of OJP Civil Rights Non-Discrimination training.

5. NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NON-COMPLIANCE

In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, age, disability, or sex against the Grantee or a program partner or participant receiving grant funds, the Grantee will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the Department of COMMERCE (COMMERCE).

The Grantee shall include a statement clearly stating whether or not the finding is related to any grant activity supported with a grant in which U.S. Department of Justice funds are involved, and identify all open grants utilizing U.S. Department of Justice funding by grant number and program title.

6. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

The Grantee will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et seq. If the Grantee is not required to formulate an EEOP, it will submit a certificate form to the Washington State Department of COMMERCE (COMMERCE) indicating that it is not required to develop an EEOP. If the Grantee is required to develop an EEOP but not required to submit the EEOP to the OCR, the Grantee will submit a certification to COMMERCE certifying that it has an EEOP on file which meets the applicable requirements. If the Grantee is awarded a grant of $500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR and COMMERCE. Non-profit organizations, federally recognized Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to COMMERCE to claim this exemption. Information about civil rights obligations of Grantees can be found at [http://www.ojp.usdoj.gov/ocr/](http://www.ojp.usdoj.gov/ocr/).
7. GRANTEE DUTY TO ENSURE SUBCONTRACTOR COMPLIANCE

The Grantee is required to ensure compliance with this requirement by any program partner or participant receiving funding under this grant.

As the duly authorized representative of the grantee, I hereby certify that the Grantee will comply with the above Civil Rights requirements specified in this Certification.

Valerie Edwards  Fiscal Operations Supervisor

Name and Title of Person who completed OJP Civil Rights Non-Discrimination Training

April 19, 2016
Date Online Training was completed

Signature of Authorized Official

Executive Director
Title of Authorized Official

Harborview Medical Center
Name of Agency

Date

August 15, 2017
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12548, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VI of the May 26, 1988 Federal Register (pages 19160-19211).

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Paul Hayes, RN, Executive Director
Name and Title of Authorized Representative

Signature

Harborview Medical Center
Name of Organization

325 Ninth Avenue Box 359858 Seattle, WA 98104
Address of Organization

August 15, 20xx
Date
CERTIFICATION REGARDING DUNS AND COMPLIANCE IN REGISTERING
(Sub-Recipient)

I certify that Harborview Medical Center has DUNS # 136578817
and I agree to comply with registration in the System for Award Management (SAM).

Paul Hayes, RN Executive Director

Name and Title of Authorized Representative

Signature

Date

Harborview Medical Center

Name of Organization

325 Ninth Avenue Box 359858 Seattle, WA 98104

Address of Organization
CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal grant, grant, or cooperative agreement of $100,000 or more; or Federal loan of $150,000 or more.

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 or not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No 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 Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any Federal Grant, 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 Grant, grant, loan or cooperative agreement.

B. If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant, grant, loan, or cooperative agreement, the undersigned shall initial here _______________ and complete and submit "Disclosure of Lobbying Activities", in accordance with its instructions. OCCA will provide this form if needed.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly:

Paul Hayes, RN Executive Director
Name and Title of Authorized Representative

[Signature] [Aug 15, 2017]

Harborview Medical Center
Name of Organization

325 Ninth Avenue Box 3559858 Seattle, WA 98104
Address of Organization

18-51310-130
Grant Number
## HCSATS SFY18 BUDGET: OCVA SANE TRAINING

### STAFF

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>Salary</th>
<th>Benefits</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terri Stewart ($113,500)</td>
<td>SANE Manager / Trainer</td>
<td>0.40</td>
<td>$47,800</td>
<td>$19,168</td>
<td>$66,968</td>
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<tr>
<td>TBH ($93,400)</td>
<td>SANE Trainer</td>
<td>0.50</td>
<td>$46,700</td>
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<tr>
<td>Laura Merchant</td>
<td>Assistant Director</td>
<td>0.025</td>
<td>$2,780</td>
<td>$904</td>
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<tr>
<td>Joanne Mettler</td>
<td>Health Care Specialist Lead</td>
<td>0.025</td>
<td>$3,713</td>
<td>$1,489</td>
<td>$5,202</td>
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<tr>
<td>Becky Wiester</td>
<td>Physician</td>
<td>0.025</td>
<td>$5,038</td>
<td>$2,020</td>
<td>$7,058</td>
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<tr>
<td>TBH ($50,340)</td>
<td>Conference Coordinator</td>
<td>0.50</td>
<td>$25,170</td>
<td>$10,093</td>
<td>$35,263</td>
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<td><strong>subtotal</strong></td>
<td></td>
<td>1.475</td>
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<td>$53,008</td>
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### TRAININGS

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<th>Site rental</th>
<th>Actors</th>
<th>Presenters</th>
<th>Travel</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>1-day Advanced- Seattle, up to 60 people w/ Peer Review</td>
<td>$300</td>
<td>$0</td>
<td>2 presenters x $650 = $1,300</td>
<td>$400</td>
<td><strong>$2,000</strong></td>
</tr>
<tr>
<td>1-day Advanced- Ellensburg, up to 60 people w/ Peer Review</td>
<td>$300</td>
<td>$0</td>
<td>2 presenters x $650 = $1,300</td>
<td>$900</td>
<td><strong>$2,500</strong></td>
</tr>
<tr>
<td>5-day Core- Seattle, 1 training, 30 people</td>
<td>$1,000</td>
<td>1 actor x $500</td>
<td>1 presenter x $650 x 3 days = $1,950</td>
<td>$400</td>
<td><strong>$4,100</strong></td>
</tr>
<tr>
<td>5-day Core- Seattle, 1 training, 30 people (2 people travel)</td>
<td>$1,000</td>
<td>1 actor x $500</td>
<td>1 presenter x $650 x 3 days = $1,950</td>
<td>$400</td>
<td><strong>$4,100</strong></td>
</tr>
<tr>
<td>3-day Core- Rural, 1 training, 30 people (2 people travel)</td>
<td>$150</td>
<td>$200</td>
<td>$0</td>
<td>$2,100</td>
<td><strong>$2,450</strong></td>
</tr>
<tr>
<td>3-day Core- Rural, 1 training, 30 people (2 people travel)</td>
<td>$150</td>
<td>$200</td>
<td>$0</td>
<td>$2,100</td>
<td><strong>$2,450</strong></td>
</tr>
<tr>
<td>5-day Pediatric, 1 training, 30 people (staff travel TBD)</td>
<td>$1,000</td>
<td>$750</td>
<td>$1,950</td>
<td>$150</td>
<td><strong>$3,850</strong></td>
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<tr>
<td>1-day Refreshers- Rural, 1 to 3 trainings</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>3 travel days x $500 per day = $1,500</td>
<td><strong>$1,500</strong></td>
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<td>1-day NW Child Maltreatment Peer Review meetings- in-person and via web conferencing, 5 meetings (1 in Eastern WA)</td>
<td>$500</td>
<td>$0</td>
<td>5 presenters x $200 per meeting = $1,000</td>
<td>$550</td>
<td><strong>$2,050</strong></td>
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<tr>
<td>Consultations- web/video individual or group case consultations, 6 to 10 as requested</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<td>Supplies and materials</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$791</td>
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<td></td>
<td></td>
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<td><strong>$25,791</strong></td>
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</table>

**Total** | **$210,000** |
Harborview Center for Sexual Assault and Traumatic Stress
Application for Funding
Statewide Forensic Sexual Assault Medical Training

Statement of Work
July 1, 2017 – June 30, 2018

Harborview Center for Sexual Assault and Traumatic Stress (HCSATS) is the regional leader in providing Sexual Assault Nurse Examiner (SANE) services and SANE training throughout Washington State. Harborview has provided sexual assault medical training to medical providers across Washington State since 1989, historically through funding from Washington State Department of Social and Health Services (DSHS). The full amount of DSHS funding ended in 2010. However, Harborview has been able to continue to offer SANE training through a variety of other short-term federal funding, including Justice Assistance Grant (JAG). In 2013, Harborview received a significantly smaller federal grant, Grants to Encourage Arrest (GTEA) that funded three years of SANE training. This funding has allowed Harborview to continue provide a minimal level of SANE trainings but remains limited in its capacity to meet and sustain the larger needs of Washington State. Through the three-year GTEA grant, Harborview has provided three 5-day Core SANE trainings in Seattle, and six rural 3-day Core SANE trainings to Washington State SANE nurses between 2013 and 2016. During that same period of time, (2013 – 2016) Harborview provided SANE related trainings with a portion of STOP funding through King County. For SFY 2017, HCSATS received an Office of Crime Victims Advocacy (OCSVA) award of $437,000 to enhance SANE training statewide, update statewide medical guidelines, develop a statewide SANE website, and increase consultation to SANEs on sexual assault exams.

For state fiscal year 2018, Harborview will continue to provide SANE training and enhance access and availability as a statewide resource for the forensic and medical care of sexual assault victims. Harborview will continue to provide in-person and web-based training and consultation for medical providers providing SANE exams. Harborview will maintain a central SANE website for providers and others seeking information on statewide SANE services and resources.

Specifically, Harborview will provide training and consultation on sexual assault forensic examinations of sexual assault victims to medical providers across Washington State. This will include: in-person Sexual Assault Nurse Examiner (SANE) adult Core Trainings with consultation (telephone or web-based); in-person Sexual Assault Nurse Examiner (SANE) Pediatric Core Training with consultation (telephone or web-based); 1-day Advanced SANE Trainings that include SANE Peer Reviews; technical assistance to rural providers and/or 1-day Rural SANE Refresher Trainings; Northwest Child Maltreatment Peer Review meetings; and in-person 3-day Rural Sexual Assault Nurse Examiner (SANE) Trainings that can include on-site technical assistance and follow up consultation (on-site, telephone, or web-based).
Harborview will continue to maintain the public SANE website www.WASafe.org for professionals and community members. HCSATS will continue to distribute Washington State Recommended Guidelines for Child Sexual Assault Emergency Medical Evaluation, Washington State Recommended Guidelines for Adult and Adolescent Sexual Assault Emergency Medical Evaluation, and Justice for Sexual Assault Victims guidelines for teen/adult sexual assault coordinated community response.

These training and consultation efforts will continue to support an increase in the number of trained professionals to provide quality SANE services across the state.

**Scope of Work**

**1. Training for Sexual Assault Nurse Examiners in Medical Care and Forensic Evidence Collection:**
   a. Two 5-day Core SANE Trainings: Forensic exams and related medical services for teen and adult sexual assault victims (estimated 60 participants total). These trainings meet the International Association of Forensic Nursing (IAFN) requirements for SANE Adult/Adolescent certification.
   b. One 5-day Core Pediatric SANE Training: Forensic exams and related medical services child sexual assault victims (estimated 20 - 25 participants total). This training meets the International Association of Forensic Nursing (IAFN) requirements for SANE Pediatric certification.
   c. Two 3-day Rural Core SANE Trainings: For rural areas who are unable to attend the full 5-day training (estimated 60-90 participants).
   d. Two 1-day Advanced Trainings for SANE and other medical providers on special populations (commercial sexual exploitation of children, teens, male victims, transgender). SANE Peer Review is included in the Advanced Training day (maximum 100 participants).
   e. One to three 1-day, Rural SANE Refresher Trainings for nurses in rural communities who have attended initial SANE Training (either 3-day or 5-day) who feel re-training on particular components of SANE care would be beneficial (estimated 30-75 participants total).

*Continuing Nursing Education (CNE) credits will be provided for all forensic nurse training and peer review activities at no cost to participants.*

**2. Peer Review:**
   a. Five 1-day NW Child Maltreatment Peer Review meetings for medical education for physicians, SANEs, ARNPs, PAs, and nurses regarding child abuse (estimated 80 participants total). One Peer Review meeting will be held in Eastern WA. The Peer Review meetings will also be connected via ZOOM for participants who can't attend the in-person meetings and want to connect and participate via live conferencing.
3. Telephone and/or Web-based Group Consultation:
   a. Available to SANE training participants who have completed the 5-day Core and Rural 3-day Core Training; available to provide once a month group case consultation with the ability to review/share case information via a web based meeting. (6 – 10 consultations offered; participation based on interest).
   b. Web-based consultation for coordinated community response guideline development. Available upon request to MDT/SART teams or communities interested in a community coordinated approach to teen/adult sexual assault victims.

4. Website for SANE Programs and Medical Providers:
   a. Maintain WA Safe website. To include, but not limited to:
      i. Medical and community guidelines
      ii. Information for victims/patients
      iii. Information for medical providers

Reporting Requirements

Harborview will provide the Office of Crime Victims Advocacy with the following items:

1. Quarterly reports on activities including all deliverables this grant funds. Reports will include identifying and describing activities related to grant deliverables. Reports are due October 15, 2017; January 15, 2018; April 15, 2018; and with final invoice.
2. Data collected on the number of attendees; and relevance and usefulness of trainings, consultation, and resources.
3. Summary of evaluations from trainings and webinars.