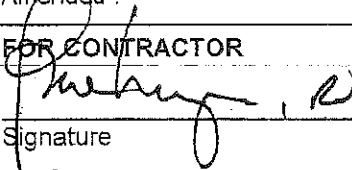
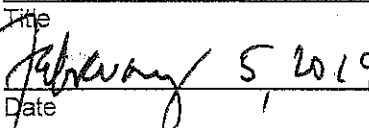
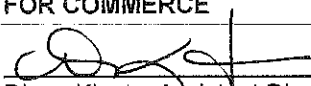


Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
Sexual Assault Nurse Examiner (SANE) Training Program

1. Contractor Harborview Medical Center 325 9TH AVE MS 359750 SEATTLE WA 98104		2. Contractor Doing Business As (optional) Harborview Medical Center	
3. Contractor Representative (only if updated)		4. COMMERCE Representative (only if updated)	
5. Original Contract Amount \$107,087.00	6. Amendment Amount \$598,349.00	7. New Contract Amount \$705,436.00	
8. Amendment Funding Source Federal: <input checked="" type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	9. Amend. Effective Date 1/1/2019 12:00:00 AM	10. End Date June 30, 2021	
11. Federal Funds (as applicable) \$598,349.00	Federal Agency: Department of Justice, Office on Violence Against Women	CFDA Number: 16.590	Indirect Rate (if applicable):
12. SWV # SWV0024602-01	13. UBI # 178049035	14. DUNS # 136578817	
15. Amendment Purpose To add federal funds to the contract for additional SANE Training activities and extend the contract end date.			
<p>COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Standard Assurances, Attachment "D" – EEOP Certification, Attachment "E" – Prohibited Conduct Related to Trafficking of Persons, Attachment "F" – Civil Rights, Confidentiality and Non-Supplantation, Attachment "G" – Restrictions Regarding Non-Disclosures Agreements, Attachment "H" – Copyright Provisions, and Contractor's Application for Funding. Any reference in the original Contract to the "Contract" shall mean the "Contract As Amended".</p>			
FOR CONTRACTOR  Signature Paul Hayes, RN Name Executive Director Title  Date		FOR COMMERCE  Diane Klontz, Assistant Director Date <u>2/7/19</u> APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Amendment A

The purpose of this amendment is to add federal funds to the budget for additional SANE Training activities and extend the contract end date.

The Special Terms and Conditions are modified as follows:

SPECIAL TERMS AND CONDITIONS INTERAGENCY AGREEMENT FEDERAL FUNDS

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 10/1/2018 – 9/30/2021	Total Amount of the Federal Award:
Federal Award Identification Number (FAIN): 2018-WE-AX-0028	\$648,350 Awarding Official: Department of Justice, Office of Justice Programs, Office for Victims of Crime

Amount obligated by this action: \$705,436.00

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

"This project was supported by Grant No. 2018-WE-AX-0028 awarded by the Office on Violence Against Women, US Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice. Contract 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 FOR REFORM (ACORN) PROVISION

The Contractor agrees that it cannot use funds provided under this Grant, either directly or indirectly, in support of any contract or subaward to either ACORN or its subsidiaries, without prior written approval of the Office on Violence Against Women.

3. BANNING TEXTING WHILE DRIVING

The federal Department of Justice encourages the Contractor to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed \$705,436.00 for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A - Scope of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with Attachment B – Budget.

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (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 between the Contractor and OCVA, including approval from the Contractor's signature authority and the relevant OCVA Section Manager.

Payment will be on a reimbursement basis only.

Expenses

Consultant fees may not exceed \$650 per day or \$81.25 per hour for the federal portion of this Contract (excluding travel and subsistence costs).

Travel expenses incurred or paid by Contractor 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 travel rates may be accessed at <https://ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>

The Contractor 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 https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf.

The Contractor agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200.

Funds payable under this Grant include federal Department of Justice, Office on Violence Against Women (OVW) grant funds (CFDA Number 16.590).

Program Income

Program income, such as registration fees for the training, requires prior written approval by the Office of Crime Victims Advocacy and the Office on Violence Against Women. Otherwise, this is unallowable.

5. COMPUTER NETWORKS

Contractor 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. CONFIDENTIALITY

The Contractor agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation compliance, such as policies and procedures for release of victim information.

7. CONFERENCES, MEETINGS, AND TRAININGS

The Contractor 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 <https://www.justice.gov/ovw/file/892031/download>.

The Contractor agrees to comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Financial Grants Management Guide, which can be found at <https://www.justice.gov/ovw/file/892031/download>.

The Contractor understands and agrees that any training or training materials developed or delivered must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees available at <https://www.justice.gov/sites/default/files/ovw/legacy/2012/06/28/ovw-training-guiding-principles-grantees-subgrantees.pdf>

8. GENERAL APPROPRIATIONS - LAW RESTRICTIONS

The Grantee agrees to comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions are set out at <https://www.justice.gov/ovw/award-conditions> and are incorporated by reference.

9. POTENTIAL FRAUD, WASTE, AND ABUSE, AND SIMILAR MISCONDUCT

The Contractor agrees to promptly refer to the Department of Justice Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subgrantee, subcontractor, or other person has, in connection with funds under this award – (1) submitted a claim that violates 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.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by—(1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Divisions, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) email to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (800) 869-4499 (phone) or (202) 616-9881 (fax).

10. RESTRICTIONS ON LOBBYING

In general, as a matter of federal law, federal funds may not be used either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. §1913.

The Contractor may use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this Contract.

Federal law generally prohibits federal funds awarded by OVW from being used to pay any person to influence or attempt to influence a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

11. SYSTEM FOR AWARD MANAGEMENT (SAM)

Contractor must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>.

12. VAWA 2013 NONDISCRIMINATION CONDITION

Contractor acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The Contractor agrees to comply with this provision.

13. WHISTLEBLOWER PROTECTIONS FOR EMPLOYEES OF OVW RECIPIENTS

The Contractor agrees to comply with all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee by the Contractor as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule or regulation related to a federal grant.

The Contractor should inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

14. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, 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
- Contractor's Application for Funding

The General Terms and Conditions are modified as follows:

**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 Contractor, 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. AUDIT

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

- 1. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- 2. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

3. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

- A. Contractor, 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 Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor 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 Contractor 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 contractor 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 contractor is unable to certify to any of the statements in this Contract, such contractor 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.
4. **INDIRECT COSTS**
- The Contractor 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.
5. **PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**
- All Contractors must establish procurement policies and procedures in accordance with 2 CFR Part 200.

The Contractor'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 Contractor, 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) Contractor 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 Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
4. Contractor 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.

ATTACHMENT A – SCOPE OF WORK

Sexual Assault Nurse Examiner (SANE) Training Program SFY 2019

July 1, 2018 through June 30, 2021

DATA REQUIREMENTS

The Contractor shall provide OCVA with the following items in the timeline noted:

- Quarterly narrative progress reports due no later than October 15, 2018, January 15, 2019, April 15, 2019, July 15, 2019, October 15, 2019, January 15, 2020, April 15, 2020, July 15, 2020, October 15, 2020, January 15, 2021, April 15, 2021, and with final invoice.
- Narrative progress report
 - For each training event provided:
 - Title
 - Date(s)
 - Location
 - Presenters
 - Number of people trained
 - Type of people trained, only if other than SANEs
 - Training content, only if other than sexual assault forensic evaluation/examination
 - Summary of evaluations
 - Description of effectiveness of trainings provided
 - For each consultation or technical assistance provided:
 - type of organization
 - format of contact (phone, email, video conference, in-person, etc.)
 - number of contacts
 - Description of effectiveness of consultation or technical assistance
 - Description how activities are meeting the goals and objectives of:
 - Increasing the number of trained SANEs
 - Increasing access to SANEs in rural communities
 - Increasing continuing education opportunities
 - Enhance and support SANE programs
 - Enhance support to OCVA Sexual Assault Medical Forensic Examination Contractors and other service providers
 - Continue to meet the needs of both urban and rural SANEs
 - Description of areas of remaining need with regard to victim services, safety, and community response
 - Description of what HCSATS is allowed to do now that could not be done before this funding

DELIVERABLES

The Contractor shall provide OCVA with the following deliverables:

1. Services – As detailed below:
 - a. Core 5-day SANE Trainings: HCSATS will provide seven 5-day intensive courses for Sexual Assault Nurse Examiners.
 - b. Rural 3-day SANE Trainings: HCSATS will provide seven 3-day trainings in rural regions throughout the state.

- c. Pediatric SANE Training: HCSATS will provide three 5-day trainings in various regions throughout the state. One Pediatric SANE Training will be completed by June 30, 2019.
 - d. Advanced SANE Trainings: HCSATS will provide seven 1-day trainings in various regions throughout the state.
 - e. Refresher SANE Trainings: HCSATS will provide five 1-day trainings in various regions throughout the state. Five Refresher SANE Trainings will be completed by June 30, 2019.
 - f. Maltreatment and Peer Review Meetings: HCSATS will provide fifteen 1-day meetings in regions throughout the state.
 - g. Consultations: HCSATS will provide up to 30 web based individual or group case consultations as requested.
 - h. Technical Assistance: HCSATS will provide up to 100 hours of technical assistance related to sexual assault medical forensic examinations. This is anticipated to include up to four 1-day on site visits.
 - i. Curriculum: HCSATS will update the adolescent/adult curriculum and child curriculum to reflect current practice and align with national guidelines. This is anticipated to include IAFN membership, IAFN SANE-A and SANE-P certification, and IAFN Course Approval. Curriculum will be completed by June 30, 2019.
 - j. Website: HCSATS will maintain the WAsafe.org website to provide information about sexual assault medical forensic activities.
- 2. Audit – If required, audit must be received no later than nine (9) months after the end of the Contractor's fiscal year.
 - 3. Vouchers – Must be submitted at least quarterly.

ATTACHMENT B – Budget

The detailed budget is modified as follows:

Budget	State SFY19	State SFY20	State SFY21	Federal	Total
Salaries	\$68,531.00	\$0.00	\$0.00	\$520,863.00	\$589,394.00
Benefits	\$27,469.00	\$0.00	\$0.00	\$0.00	\$27,469.00
Contracted Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Goods and Services	\$11,087.00	\$0.00	\$0.00	\$77,486.00	\$88,573.00
Administrative OR Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$107,087.00	\$0.00	\$0.00	\$598,349.00	\$705,436.00

OCVA will expend all state funds within this Contract by the close of the state fiscal year. Federal funds will support 70% of the pediatric SANE training provided with this Contract.

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

Travel expenses incurred or paid by Contractor 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 <https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control 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 Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); 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); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
7. If a governmental entity:
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature

Date

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: 325 9TH AVE MS 359750, SEATTLE, WA 98104	
Is agency a Direct or Sub recipient of OJP, OVW or COPS funding? NO	Law Enforcement Agency? Yes No XX
DUNS Number: 136578817	Vendor Number (only if direct recipient): N/A
Name and Title of Contact Person: Laura Merchant, Assistant Director	
Telephone Number: (206) 744-1637	E-Mail Address: lmerchan@uw.edu

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- | | | |
|---|---|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian tribe. | <input checked="" type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization. | <input type="checkbox"/> Educational Institution. | <input type="checkbox"/> Receiving an award less than \$25,000 |

I, Paul Hayes [responsible official],
 certify that [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.
 I further certify that Harborview Medical Center [recipient]
 will comply with all applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of
 services.

Paul Hayes, Executive Director

Print or Type Name and Title

Signature

Date

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 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):

I, _____ [responsible official],
 certify that _____ [recipient]
 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. I further certify that within the last twenty-four months, the
 proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is 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 or subaward of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official],
 certify that _____ [recipient],
 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, and sent it for review on _____ [date] to the
 Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

**PROHIBITED CONDUCT BY GRANTEES AND SUBGRANTEES RELATED
TO TRAFFICKING IN PERSONS CERTIFICATION**

(including reporting requirements and authority to terminate award)

Section A. Provisions applicable to all recipients

- A. During the period of time that this grant is in effect, the Contractor, subgrantees, and the employees of these agencies may not engage in--
1. Severe forms of trafficking in persons;
 2. Procurement of a commercial sex act;
 3. Use of forced labor in the performance of the grant or any subgrant;
 4. Acts that directly support or advance trafficking in persons, including acts such as:
 - a. Denying an employee access to the employee's own identity or immigration documents (including by destroying or confiscating such documents);
 - b. Without legally-sufficient justification as determined by the Washington State Department of Commerce (Commerce) failing to provide (or pay for) return transportation to an employee to the country from which the employee was recruited (if other than the United States), if the employee requests such return transportation upon the end of employment;
 - c. Using materially false or fraudulent pretenses, representations, or promises regarding the employment to solicit a person for employment, or in an offer of employment;
 - d. Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited; or
 - e. Providing or arranging housing that fails to meet the host country (e.g., the United States) housing and safety standards.
- B. Commerce as the awarding agency may unilaterally terminate this award, without penalty, if the department's director, or his designee, determines that the Contractor or a subgrantee--
1. Violated a prohibition in section A.1 above; or
 2. Has an employee who violated a prohibition in section A.1 above through conduct that is either:
 - a. Associated with performance under this grant; or
 - b. Imputed to the Contractor or the subgrantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by the Department of Justice (DOJ) at 2 C.F.R. Part 2867.
- C. The Contractor must inform Commerce promptly, and without delay, of any information the Contractor or subgrantee receives from any source alleging a violation of a prohibition in section A.1 above.

- D. Commerce's authority to terminate this grant unilaterally (without penalty), described in section A.2 above:
- Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), (22 U.S.C. 7104(g)), and
 - Is in addition to any and all other remedies for noncompliance that are available to Commerce with respect to this award, whether under the TVPA (see, e.g., 22 U.S.C. 7104b) or other applicable law.
- E. The Contractor must include and incorporate all applicable provisions of this award condition in any subgrant the Contractor makes.

Section B. Definitions

For purposes of this grant condition:

- A. "Employee" means either:
- An individual employed by the Contractor or by a subgrantee who is engaged in the performance of the project or program under this award; or
 - Another person engaged in the performance of the project or program under this award, whether or not compensated with award funds, including, but not limited to, a volunteer, an individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements, or an agent (including a labor recruiter or broker).
- B. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- C. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA (22 U.S.C. 7102).

As the duly authorized representative of the Contractor, I hereby certify that the Contractor and subgrantees, if applicable, will comply with the above Prohibited Conduct by Grantees and Subgrantees Related to Trafficking in Persons specified in this Certification.

Harborview Medical Center

Agency Name

Paul Hayes, RN

Executive Director

Name of Authorized Official

Title of Authorized Official

Signature of Authorized Official

Date

2.5.19

CIVIL RIGHTS, CONFIDENTIALITY, AND NON-SUPPLANTING CERTIFICATION

1. LIMITED ENGLISH PROFICIENCY

To ensure compliance with the Omnibus Crime control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, grant recipients 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.dov.

2. FEDERAL NON-DISCRIMINATION REQUIREMENTS

The Contractor 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 37 ((U.S. Department of Justice Regulations – Equal Treatment for Faith Based Organizations).

The Contractor 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. 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 Contractor or a program partner or participant receiving grant funds, the Contractor 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 Contractor 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.

4. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

The Contractor 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 Contractor 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 Contractor is required to develop an EEOP but not required to submit the EEOP to the OCR, the Contractor will submit a certification to COMMERCE certifying that it has an EEOP on file which meets the applicable requirements. If the Contractor 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 the exemption. Information about civil rights obligations of Contractors can be found at <http://www.ojp.usdoj.gov/ocr/>.

5. FEDERAL CIVIL RIGHTS TRAINING REQUIREMENT

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 of financial assistance from the Department of Justice, such as SASP. This training, which consist 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/video-ocr-training.htm>

The recipient must view the online training at least once every two years. By signing this certification, the applicant acknowledges the viewing of OJP Civil Rights Non-Discrimination training.

6. NONDISCLOSURE OF CONFIDENTIAL OR PRIVATE INFORMATION

The Contractor must ensure that their victim services program has and follows written policies and procedures governing nondisclosure of confidential or private information, the release of victim information, including adult, youth, and child victims of sexual assault, domestic violence, dating violence, or stalking, and their families. The Contractor must ensure that such policies and procedures meet applicable legal requirements in accordance with applicable Washington State statutes, including but not limited to Mandatory Reporting (RCW 74.34.035 and RCW 26.44.030), Legal Privilege (RCW 5.60.060), Confidentiality of Rape Crisis Center Records (RCW 70.125.065), and the federal Violence Against Women Act, as Amended. For more information, consult the Department of Justice's guidance:

<http://www.justice.gov/sites/default/files/ovw/legacy/2013/09/24/conf-acknowledgement.pdf>.

7. NON-SUPPLANTING CERTIFICATION

No Grant funds will be used to supplant existing state, local, or other nonfederal funding already in place to support current services. Grant funds will be used to increase the total amount of funds used to combat violence against women. 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.

8. CONTRACTOR DUTY TO ENSURE SUBGRANTEES/SUBCONTRACTORS COMPLIANCE

The Contractor is required to ensure compliance with these requirements by any program partner or participant receiving funding under this grant.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the Civil Rights, Confidentiality, and Non-Supplanting requirements specified in this Certification.

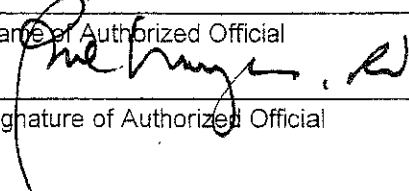
Harborview Medical Center

Agency Name

Paul Hayes, RN

Executive Director

Name of Authorized Official



Title of Authorized Official

2-5-19

Signature of Authorized Official

Date

Valerie Edwards

Fiscal Operation Supervisor

Name and Title of Person who completed OJP Civil Rights Non-Discrimination Training (see #5)

2/4/19

Most Recent Date Online Training was completed

RESTRICTIONS AND CERTIFICATIONS REGARDING NON-DISCLOSURE AGREEMENTS

No recipient or subrecipient under this grant, or entity that receives a contract or subcontract with any funds under this grant, may require any employee or contractor 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 compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

A. In accepting this grant, the recipient:

1. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors 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 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 grant funds, will provide prompt written notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

B. If the recipient does or is authorized to make subgrants or contracts under this grant:

1. it represents that:
 - a. it has determined that no other entity that the recipient's application proposes may or will receive grant funds (whether through a subgrant, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors 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, contractor, 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 grant funds to or by that entity, will provide prompt written notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Harborview Medical Center

Agency Name

Paul Hayes, RN

Name of Authorized Official

Signature of Authorized Official

Executive Director

Title of Authorized Official

Date

SPECIAL CONDITION REGARDING COPYRIGHT PROVISIONS

Pursuant to 2 CFR §200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. The Office on Violence Against Women reserves a royalty free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work, in whole or in part (including in the creation of derivative works), for Federal purposes, and to authorize others to do so.

The Office on Violence Against Women also reserves a royalty-free, nonexclusive and irrevocable right to reproduce publish or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient of this award, for Federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.