

K3497

**Agreement**

**For Distribution of Grant Funds**

**Between**

**The Washington State Office of the Attorney General**

**And**

**The Washington Coalition of Crime Victim Advocates**

**For**

The Provision of Training, Certification, and Technical Assistance  
for Crime Victim Service Center Advocates, pursuant to Chapter  
4, Laws of 2013, §126(11).

**Start date:** July 1, 2013  
**End date:** June 30, 2015

**RECEIVED**

SEP 13 2013

ATTORNEY GENERAL  
FINANCIAL SERVICES

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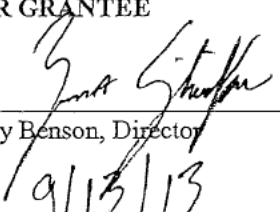

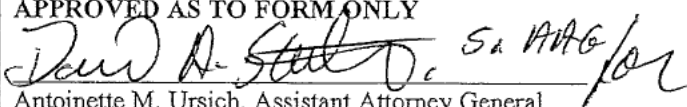
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**ATTACHMENT A – SCOPE OF WORK**

**ATTACHMENT B – BUDGET**

**FACE SHEET****Washington State Office of the Attorney General  
(AGO)**

<b>1. Grantee</b> Washington Coalition of Crime Victim Advocates 605 11 <sup>th</sup> Ave. SE, Suite 102 Olympia, WA 98501		<b>2. Grantee Doing Business As (optional)</b> n/a	
<b>3. Grantee Representative</b> Zachary Shileika, Board President 605 11 <sup>th</sup> Ave SE, Suite 102, Olympia WA 98501 (360) 456-3858 zshileika@gmail.com		<b>4. AGO Representative</b> Rebecca Podszus, Program Specialist Office of the Attorney General, MS 40100 (360) 586-2683 RebeccaP3@atg.wa.gov	
<b>5. Contract Amount</b> \$628,502 (\$314,251 each year)	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> July 1, 2013	<b>8. End Date</b> June 30, 2015
<b>9. Federal Funds (as applicable)</b> NA		<b>Federal Agency</b> NA	
<b>10. Tax ID #</b> [24]	<b>11. SWV #</b> SWV0025382-00	<b>12. UBI #</b> 601-213-225	<b>13. DUNS #</b> 808089929
<b>14. Contract Purpose</b> The purpose of this Agreement is to provide funding for the provision of training, certification, and technical assistance for crime victim service center advocates.			
AGO, defined as the Washington State Office of the Attorney General, and the Grantee, as defined above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following attachments: Attachment A – Scope of Work; Attachment B – Budget.			
<b>FOR GRANTEE</b>  Cody Benson, Director 9/13/13 Date		<b>AGO</b>  Ashley Ballan, Deputy 9-13-13 Date  <b>APPROVED AS TO FORM ONLY</b>  Antoinette M. Ursich, Assistant Attorney General September 9, 2013	

GRANT AGREEMENT  
STATE FUNDS

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**SPECIAL TERMS & CONDITIONS**

**1. 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 Agreement.

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

The Representative for the GRANTEE and his/her contact information is identified on the Face Sheet of this Agreement.

**2. COMPENSATION**

AGO shall pay an amount not to exceed **six hundred and twenty eight thousand five hundred two dollars (\$628,502.00)** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work and Budget (attachments to this Agreement) and retain **seventy seven thousand four hundred ninety eight dollars (\$77,498)** for administration of the grant.

**The parties acknowledge that funding for this Agreement is contingent upon availability of funds provided by the legislature. The legislature provided three hundred fifty three thousand dollars (\$353,000.00) to fund this grant for Fiscal Year 2014 and Fiscal Year 2015, and those funds will remain available for grant purposes unless and until the legislature takes action to alter the funding. AGO will notify the Grantee in writing as soon as practicable if funds become unavailable or insufficient to pay for services under this Agreement.**

**3. BILLING PROCEDURES AND PAYMENT**

AGO will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AGO at the end of each calendar month.

The invoices shall describe and document, to AGO's satisfaction, a description of the work performed, the progress and performance of the project, the period of services/work performed, and fees. The invoices shall include the Contract Number identified at the top of the Face Sheet of this Agreement. If expenses are invoiced, the Grantee shall provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by AGO within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the Grantee at the address designated on the fact sheet, or at such changed address provided to AGO in writing by the Grantee.

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

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

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Duplication of Billed Costs: The Grantee shall not bill AGO for services performed under this Agreement, and AGO 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 subcontractors.

#### 4. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect AGO 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 Subcontractor, 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 collectable insurance. The Grantee shall instruct the insurers to give AGO thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to AGO 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 Subcontractors 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 Subcontractor, 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.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program

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accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Agreement shall be \$100,000 or the highest of planned reimbursement for the Agreement period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name AGO as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Grantee as beneficiary.
- C. The Grantee shall provide, at AGO's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that AGO will be provided thirty (30) days advance written notice of cancellation.

Additional Provisions:

Above insurance policy shall include the following provisions:

1. Additional Insured. The state of Washington, AGO, 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 AGO'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 AGO'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, AGO 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 AGO in this Agreement.

**5. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations;
- Special Terms & Conditions;
- General Terms & Conditions;
- Attachment A – Scope of Work;
- Attachment B – Budget.

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## **GENERAL TERMS & CONDITIONS**

### **1. DEFINITIONS**

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Attorney General, the AGO Chief of Staff, and/or such other person authorized in writing to act on the Attorney General's behalf.
- B. "Grantee" shall mean the Washington Coalition of Crime Victims Advocates, and shall include all employees and agents of the Grantee.
- C. "AGO" shall mean the Office of the Attorney General.
- D. "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.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Agreement under a separate contract with the Grantee. 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 Agreement shall be made by AGO.

### **3. ALL WRITINGS CONTAINED HEREIN**

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

### **4. AMENDMENTS**

This Agreement 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 Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Grantee without prior written consent of AGO.

**7. ATTORNEYS' FEES**

Unless expressly permitted under another provision of this Agreement, 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**

Grantee must procure audit services based on the following guidelines.

The Grantee shall maintain its records and accounts so as to facilitate AGO's audit requirement 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; provided that, Grantee's responsibility for audit exceptions incurred by any Subcontractor is limited to ensuring that the Subcontractor appropriately responds to exceptions or findings.

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

As applicable, Grantee must ensure any audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

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

**B. State Funds Requirements**

Because Grantee will receive \$100,000 or more in total state funds in a fiscal year, it must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:

- Grantor agency name
- State program name
- BARS account number
- Grantor
- AGO Agreement number K3497
- Agreement award amount including amendments (total grant award)
- Current year expenditures

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 AGO.

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**C. Documentation Requirements**

The Grantee must send a copy of the audit report described above no later than nine (9) months after the end of the Grantee's fiscal year(s) by sending a scanned copy to JanisH@ATG.WA.GOV and Michelleu@ATG.WA.GOV or a hard copy to:

Office of the Attorney General  
ATTN: Janis Henry  
Financial Services  
71411 Cleanwater Lane SW  
Tumwater WA 98506-0107

In addition to sending a copy of the audit, when applicable, the Grantee must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by AGO.
- Copy of the Management Letter.

**9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

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

1. All material provided to the Grantee by AGO that is designated as "confidential" by AGO;
2. All material produced by the Grantee that is designated as "confidential" by AGO; 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 Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of AGO 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 AGO with its policies and procedures on confidentiality. AGO may require changes to such policies and procedures as they apply to this Agreement whenever AGO reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by AGO. Upon request, the Grantee shall immediately return to AGO any Confidential Information that AGO reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify AGO 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.

## **10. CONFLICT OF INTEREST**

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

In the event this Agreement is terminated as provided above, AGO shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of this Agreement by the Grantee. The rights and remedies of AGO 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 AGO makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Agreement.

## **11. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by AGO. AGO shall be considered the author 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 AGO 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 this Agreement, but that incorporate pre-existing materials not produced under the Agreement, the Grantee hereby grants to AGO 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 AGO.

The Grantee shall exert all reasonable effort to advise AGO, at the time of delivery of Materials furnished under this Agreement, 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 Agreement. The Grantee shall provide AGO with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Agreement. AGO shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

## **12. DISPUTES**

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Attorney General, 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 K3497; and
- be mailed to the Attorney General 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 Attorney General or the Attorney General's designee and the requestor within five (5) working days.

The Attorney General or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Attorney General 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 Agreement 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.

### **13. DUPLICATE PAYMENT**

AGO 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.

### **14. GOVERNING LAW AND VENUE**

This Agreement 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.

### **15. INDEMNIFICATION**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, AGO, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of this Agreement. "Claim" as used in this Agreement, 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.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subcontractor's performance or failure to perform its duties under this Agreement. 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.

#### **16. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Agreement. The Grantee and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or AGO. The Grantee will not hold itself out as or claim to be an officer or employee of AGO 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.

#### **17. 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, AGO may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. AGO may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by AGO under this Agreement, 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.

#### **18. LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

- 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 42.17 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 39.19 RCW and Chapter 326-02 WAC.
- G. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

#### **19. 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 Agreement.

#### **20. LIMITATION OF AUTHORITY**

Only the Attorney General, the Chief of Staff, or such other agent designated in writing by the attorney General (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

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Agreement. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Agreement is not effective or binding unless made in writing and signed by AGO.

## **21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Agreement, 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 Agreement may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further contracts with AGO. 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.

## **22. POLITICAL ACTIVITIES**

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW.

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

## **23. PUBLICITY**

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

## **24. RECAPTURE**

In the event that the Grantee fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, AGO reserves the right to recapture funds in an amount to compensate AGO 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 AGO. In the alternative, AGO may recapture such funds from payments due under this Agreement.

## **25. RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this Agreement 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 Agreement.

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 this Agreement, shall be subject at all reasonable times to inspection, review or audit by AGO, personnel duly authorized by AGO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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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.

**26. RIGHT OF INSPECTION**

The Grantee shall provide right of access to its facilities to AGO, 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 Agreement.

**27. 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 Agreement and prior to normal completion, AGO may terminate this Agreement under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

**28. SEVERABILITY**

The provisions of this Agreement 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 Agreement.

**29. SITE SECURITY**

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

**30. SUBCONTRACTING**

Neither the Grantee nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of AGO. In no event shall the existence of the subcontract operate to release or reduce the liability of the Grantee to AGO for any breach in the performance of the Grantee's duties. This clause does not include contracts of employment between the Grantee and personnel assigned to work under this Agreement.

Additionally, the Grantee is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Grantee and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of AGO or as provided by law.

**31. SURVIVAL**

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

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### **32. 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.

### **33. TERMINATION FOR CAUSE**

In the event AGO determines the Grantee has failed to comply with the conditions of this Agreement in a timely manner, AGO has the right to suspend or terminate this Agreement. Before suspending or terminating the Agreement, AGO shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Agreement 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 Agreement 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.

AGO reserves the right to suspend all or part of the Agreement, 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 AGO to terminate the Agreement. 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 AGO provided in this Agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

### **34. TERMINATION FOR CONVENIENCE**

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

### **35. TERMINATION PROCEDURES**

Upon termination of this Agreement, AGO, in addition to any other rights provided in this Agreement, may require the Grantee to deliver to AGO any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

AGO shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by AGO, and the amount agreed upon by the Grantee and AGO 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 AGO, and (iv) the protection and preservation of property, unless the termination is for default, in which case AGO shall determine the extent of the liability of AGO. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this



Agreement. AGO may withhold from any amounts due the Grantee such sum as AGO determines to be necessary to protect AGO against potential loss or liability.

The rights and remedies of AGO provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

1. Stop work under the Agreement 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 Agreement that is not terminated;
3. Assign to AGO, in the manner, at the times, and to the extent directed by AGO, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case AGO 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 AGO to the extent it may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to AGO and deliver in the manner, at the times, and to the extent directed by AGO any property which, if the Agreement had been completed, would have been required to be furnished to AGO;
6. Complete performance of such part of the work as shall not have been terminated by AGO; and
7. Take such action as may be necessary, or as AGO may direct, for the protection and preservation of the property related to this Agreement, which is in the possession of the Grantee and in which AGO has or may acquire an interest.

### **36. TREATMENT OF ASSETS**

Title to all property furnished by AGO shall remain in AGO. 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 Agreement, shall pass to and vest in AGO upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Agreement, shall pass to and vest in AGO upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by AGO in whole or in part, whichever first occurs.

- A. Any property of AGO furnished to the Grantee shall, unless otherwise provided herein or approved by AGO, be used only for the performance of this Agreement.
- B. The Grantee shall be responsible for any loss or damage to property of AGO 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 AGO property is lost, destroyed or damaged, the Grantee shall immediately notify AGO and shall take all reasonable steps to protect the property from further damage.

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

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

**37. 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 Agreement unless stated to be such in writing and signed by Authorized Representative of AGO.

### Scope of Work

**Grant Period: July 1, 2013 through June 30, 2015**

The Washington Coalition of Crime Victim Advocates (Grantee) shall provide staff and furnish goods and services necessary to accomplish the activities under the Crime Victim Service Center program funding during the grant period.

This Grant is not a Benefit or Entitlement to the Grantee. The principle purpose of this Grant is to provide funding for the Washington Coalition of Crime Victim Advocates to accomplish a public purpose.

Funding from this Grant must be used to support the activities of the Washington Coalition of Crime Victim Advocates – Crime Victim Service Center Training and Technical Assistance Grant program. The Washington Coalition of Crime Victim Advocates – Crime Victim Service Center Training and Technical Assistance Grant program activities shall include but are not limited to:

- Ensuring a core training program is available that includes a series of training events that meet the pre-service training requirements addressed in the *Victims of Crime Service Standards and Definitions*.
- Ensuring the availability of training that provides an overview of victim rights.
- Ensuring the availability of technical assistance and support (in-person, telephone and written consultation) to community-based victim service grantee organizations receiving Crime Victim Service Center program funding.
- Ensuring training is available to community-based victim service organizations to support Crime Victim Service Center program activities.
- Ensuring the availability of support for advocates to address systems advocacy, strategies for legal advocacy systems work, issues related to crime victim advocacy, other court and criminal/civil justice systems issues and the compilation of best-case strategies for distribution.
- Ensuring the availability of an electronic distribution list for relevant crime victim and victim rights advocacy issues.
- Ensuring ongoing, direct contact with Crime Victim Service Center programs and engagement in community-based and systems-based outreach, including marginalized communities, with Crime Victim Service Center staff.
- Ensuring the availability of current information on public policy that involves crime victims and ensuring opportunities for the programs to provide input on public policy issues related to victims of crime.
- Respond to legislative requests for information about the impact of proposed legislation on the provision of crime victim services and or victims rights.

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**DELIVERABLES**

The grantee shall provide AGO with the following deliverables:

1. Reports – Grantee shall provide AGO with quarterly reports as described in Section 3 of Special Terms and Conditions. Additionally, Grantee shall provide AGO with a semi-annual report, due on January 15 and July 1, outlining its progress towards providing all required deliverables through the December 30 and June 30.
2. Activities – As detailed below:
  - Conduct 4 thirty-hour (30) pre-service core trainings using approved training curriculum for new crime victim advocates from Crime Victim Service Center ("CVSC") programs in Washington State. Trainings shall be held bi-annually and at least two months apart. Each training class shall have at least five (5) advocates.
  - Conduct 3 twelve-hour (12) interactive crime victim rights training seminars for crime victim advocates and allied professionals. Training shall be held in each of the three regions of the state, eastern, central and western Washington. Each training seminar shall include at least ten (10) participants.
  - Provide ten 1½-hour (10) webinars that focus on CVSC related issues. At least eight (8) of the webinars must be crime specific. Webinars shall vary in content to meet needs of advocates on beginning, intermediate and advanced skill/knowledge levels.
  - Advance notice of training must be provided to the AGO not less than ten (10) days from the date of scheduled training.
  - Distribute a written evaluation to all training participants that allows them to provide feedback and comments on training. An analysis of participant responses shall be included in the performance report on a quarterly basis.
  - Conduct follow-up contacts with advocates after each training to offer support and/or technical assistance. Contact may be by phone or in-person visits.
  - Conduct at least two (2) surveys of CVSC Programs to determine ongoing training needs. The first survey shall be developed and distributed by December 1, 2013 and the second survey shall be distributed by December 1, 2014.
  - Respond to inquiries from advocates and community members for information, public awareness or technical assistance related services. Requests for information may come from telephone, fax, email, written, or in-person correspondence. Grantee shall list the number of requests received and responded to in its quarterly report. Grantee shall respond to a minimum of 100 such requests during the grant period.
  - Make in-person or telephone contact with advocates within thirty (30) days of becoming aware of a change or new hire of Grantee staff. Contact shall include an introduction to the services it has to offer to advocates; an inquiry as to what, if anything, the CVSC Program may need at that time from them in order to facilitate a smooth transition into service delivery.
  - Meet in-person with at least twenty (20) advocates to increase collaboration with advocates in identifying and responding to emergent crime victim service opportunities for improvement.

- Meet in-person with at least eight (8) non-traditional victim service providers. Coordinate with the local advocate from the regional CVSC Program whenever possible. At least two (2) visits shall be conducted each quarter during the grant period.
- Maintain up-to-date pre-service core training curriculum for new crime victim advocates from CVSC Programs. Acknowledgement that curriculum is up-to-date and aligns with current national best practices shall be required annually.
- Maintain a website that provides easy access to crime victim advocacy education, training opportunities, community awareness materials and links to important web-based service delivery information.

**AGO staff may waive and/or approve alternatives to the number of trainings, how often they are held and number of advocates required for each. Advance notice of scheduled training must be provided to AGO staff not less than 10 days from the date of training. All trainers must be well-informed of service standards and have experience with training to the philosophy of inclusive victim-centered services.**

3. Audit – The required audit report must be provided to AGO no later than nine (9) months after the end of the Grantee's fiscal year (January-December).
4. Vouchers – Must be submitted monthly.
5. Overhead – Pursuant to Section 2 of the Special Terms & Conditions of the Agreement and Attachment B – Budget, the AGO shall retain \$77,498 (or 11.5%) for administration of the grant. The AGO's calculation of its administrative overhead costs is based on the AGO's federally approved 11.5% indirect rate. Six months after execution of the Agreement, Grantee may request the AGO's reevaluation of the amount of overhead charged by the AGO under the Agreement. Following receipt of a request for reevaluation of the overhead amount, the AGO will review its overhead costs and reply to Grantee's request for reevaluation.

#### **PERFORMANCE MEASURES**

Provision of the deliverables listed above will be measured using the following performance measures:

1. 90% of advocates responding on written evaluations report they "definitely" received information that prepares them to provide advocacy services to victims/survivors of crime.
2. 90% of participants in victim rights seminars responding on written evaluations report they "definitely" or "mostly" received relevant or useful information.
3. 90% of webinar participants who complete the evaluation reported that information presented "definitely" or "mostly" met their training needs.
4. 90% of invoices must be accurate.
5. 90% of required reports will be submitted on time.
6. 100% of required audits will be completed on time.

**Budget Summary**  
**Washington Coalition of Crime Victim Advocates**  
**July 1, 2013 - June 30, 2015**

Budget Categories	First Fiscal Year	Second Fiscal Year	Total
Salaries	\$ 202,589.00	\$ 202,589.00	\$ 405,178.00
Benefits	\$ 67,742.00	\$ 67,742.00	\$ 135,484.00
Contracted Service	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00
Goods & Services	\$ 40,920.00	\$ 40,920.00	\$ 81,840.00
Total Contract Amount	\$ 314,251.00	\$ 314,251.00	\$ 628,502.00
AGO Overhead (11.5%)	\$ 38,749.00	\$ 38,749.00	\$ 77,498.00
Total Provided by Leg	\$ 353,000.00	\$ 353,000.00	\$ 706,000.00

Contract AGO # K3497