



Grant Agreement #142365

**Department Of Human Services
Grant Agreement
Domestic Violence and Sexual Assault Program**

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This Department of Human Services Grant Agreement “Agreement” is entered into between the State of Oregon acting by and through its Department of Human Services “DHS” and

**Women’s Crisis Support Team
560-A NE F Street PMD 430
Grants Pass, OR 97526
Telephone: 541-476-3877
Facsimile: 541-472-8244
E-mail address: wcst@epcis.com**

hereinafter referred to as “Recipient.”

Work to be performed under this Agreement relates principally to **Josephine County**, hereinafter referred to as “Service Area.”

**Children, Adults and Families Division
Child Protective Services
Agreement Administrator: Cheryl O’Neill
500 Summer Street NE
Salem, Oregon 97301-1072
Telephone: 503-945-6686
Fax: 503-378-3800
E-mail address: cheryl.l.oneill@state.or.us**

RECITALS

WHEREAS, ORS 409.290 to 409.304 authorize DHS to provide grants to private nonprofit organizations for the operation of programs or the implementation of projects designed to prevent, identify or treat Family Violence and ORS 409.270 to 409.285 authorize DHS to provide grants to private nonprofit organizations for the operation of programs or the implementation of projects that provide intervention and support services to victims of sexual offenses and their families;

WHEREAS, Recipient applied to DHS for a grant to assist it in operating programs or implementing projects designed to prevent, identify, or treat Family Violence and/or provide intervention and support services to victims of sexual offenses and their families;

WHEREAS, DHS approved Recipient's application for a grant and is willing to provide a grant to Recipient on the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

AGREEMENT

1. Effective Date and Availability of Grant Moneys

This Agreement shall become effective on the later of a., **July 1, 2013** or b., the date this Agreement is fully executed and approved as required by applicable law. Except as provided in Exhibit A, Part 2, "Grant Funds & Consideration, Subsection 3., "Recovery of Grant Moneys," the availability of Grant moneys under this Agreement and DHS's obligation to disburse Grant moneys under this Agreement shall end 60 days after **June 30, 2015** the "Availability Termination Date." Except as provided in Exhibit A, Part 2, "Grant Funds & Consideration, Subsection 3., "Recovery of Grant Moneys," DHS will not disburse any Grant moneys after the date 60 days after the Availability Termination Date under this Agreement.

2. Agreement Documents

This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- a. Exhibit A, Part 1A: General Provisions & Common Program Description
Domestic Violence and Sexual Assault Programs
- b. Exhibit A, Part 1B: Special Provisions & Additional Program Description
Domestic Violence Program
- c. Exhibit A, Part 1C: Special Provisions & Additional Program Description
Sexual Assault Program
- d. Exhibit A, Part 2: Grant Funds & Consideration
- e. Exhibit A, Part 3: Special Provisions
- f. Exhibit B: Standard Terms & Conditions
- g. Exhibit C: Insurance Requirements
- h. Exhibit D: Required Federal Terms & Conditions

This Agreement and the documents listed in this Section 2., "Agreement Documents," Subsections a.-g., shall be in the following descending order of precedence: this Agreement less all Exhibits, D, A, B, and C.

3. Vendor or Sub-Recipient Determination

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, and DHS procedure “Contractual Governance”, DHS’ determination is that:

Recipient is a sub-Recipient; OR Recipient is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.671.

4. Recipient Data and Certification

a. Recipient Information. Recipient shall provide current information as required below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Facsimile: () _____

Is Recipient a nonresident alien, as defined in 26 USC § 7701(b)(1)?

(Check one box): YES NO

Recipient Proof of Insurance:

All insurance listed must be in effect at the time of provision of services under this Agreement.

Professional Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Commercial General Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Automobile Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Workers’ Compensation: Does Recipient have any subject workers, as defined in ORS 656.027?

(Check one box): YES NO *If YES, provide the following information:*

Workers’ Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

Business Designation: (Check one box):

Professional Corporation Nonprofit Corporation Limited Partnership

Limited Liability Company Limited Liability Partnership Sole Proprietorship

Corporation Partnership Other

Recipient shall provide proof of Insurance upon request by DHS or DHS designee.

b. Certification. The Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the Agreement work is being performed. The Recipient certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient. Without limiting the generality of the foregoing, by signature on this Agreement, the Recipient hereby certifies that:

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of Recipient and that Recipient is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
- (2) The information shown in this Section 5., Recipient Data and Certification, is Recipient’s true, accurate and correct information;
- (3) To the best of the undersigned’s knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) Recipient and Recipient’s employees and agents are not included on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
- (5) Recipient is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>;
- (6) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- (7) Recipient is an independent contractor as defined in ORS 670.600.

c. Recipient is required to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN) as applicable to DHS. By Recipient’s signature on this Agreement, Recipient hereby certifies that the FEIN or SSN provided to DHS is true and accurate. If this information changes, Recipient is also required to provide DHS with the new FEIN or SSN within 10 days.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES SET FORTH BELOW THEIR RESPECTIVE SIGNATURES.

5. Signatures.

Women's Crisis Support Team

By:

Authorized Signature	Title	Date
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State of Oregon acting by and through its Department of Human Services

By:

Authorized Signature	Title	Date
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Approved for Legal Sufficiency:

With Protect Form on, [click here](#)

Assistant Attorney General	Date
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Office of Contracts and Procurement:

Contract Specialist	Date
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EXHIBIT A

Part 1A

General Provisions & Common Program Description Domestic Violence & Sexual Assault Programs

1. **Definitions.** For purposes of this Program description, the following words and phrases shall have the indicated meanings:
 - a. “Crisis Center.” A location in which there are paid personnel and crisis volunteers who are trained to provide crisis intervention, peer support, information and referral, advocacy, outreach, and community education to survivors of Domestic Violence and Sexual Assault and their families.
 - b. “Crisis Line.” An emergency telephone service staffed by paid personnel and Crisis Line volunteers who are trained to provide crisis intervention, peer support, and information and referral to victims of Domestic Violence and Sexual Assault and their families.
 - c. “Cultural Competency” means a set of congruent behaviors, attitudes, and policies that come together in a system, organization or among professionals and enable that system or those professions to work effectively in cross cultural situations.
 - d. “Domestic or Family Violence” means a pattern of assaultive and coercive behaviors including physical, sexual, psychological and emotional abuses, as well as economic coercion that adults use against their intimate partners to gain power and control in that relationship.
 - e. “Informed Consent.” Consent that is freely given with no pressure, bribes, threats or promises and no consequences for refusal.
 - f. “Safe House” means a place of temporary refuge, offered on an as needed basis to victims of Domestic Violence and their families. A Safe House is a volunteer’s home opened to referred victims.
 - g. “Shelter Home” or “Shelter Facility” means a place of temporary refuge, offered on a 24-hour, seven-day per week basis to victims of Domestic Violence, and their children.
 - h. “Sexual Assault.” Any touch or act for which Informed Consent is not given that is sexual in content or used for sexual gratification or stimulation of the perpetrator(s). The perpetrator(s) may use threat of force, intimidation, force, trickery, coercion, or bribery where an imbalance exists because of size, strength, authority, age, development, or knowledge. Sexual Assault includes, but is not limited to: rape, oral and anal sodomy, exhibitionism, voyeurism, obscene phone calls, sexual pictures, and prostitution.
 - i. “Underserved Populations” means communities or groups of people who face additional barriers to the access and receipt of Domestic Violence or Sexual Assault services due to race, ethnicity, color, national origin, disability, primary language other than English, gender, age, sexual orientation, geographic location, immigration status or poverty.

2. Services and Activities Comprising the Domestic Violence and Sexual Assault (DV/SA) Program.

a. Crisis Line:

Recipient will operate a Crisis Line to assist victims of Domestic Violence or Sexual Assault and their families, in the recipient's Service Area, in obtaining Domestic Violence and Sexual Assault crisis intervention information, services, referral and peer support. Crisis Line operations are as follows; the Crisis Line must:

- (1) Operate 24 hours a day, seven days per week, and be staffed by one or more individuals who have training and education on issues of Domestic Violence and Sexual Assault. For any part of the 24 hours a day, seven days per week Crisis Line coverage, not primarily provided directly by the Recipient, the Recipient must directly forward the Crisis Line to another partner domestic or sexual violence agency funded directly by DHS with which it has a written agreement, approved by DHS, in its sole discretion, to provide the back-up Crisis Line coverage.
- (2) Be accessible to any individual in the Service Area by means of a toll-free number or publicized acceptance of collect calls;
- (3) Be accessible to individuals with limited English proficiency through a language bank or phone answerers available in the Service Area's primary non-English languages, and TTD/TTYs or Relay services;
- (4) Be answered directly by Crisis Line staff or volunteers whenever possible. If use of an answering service is necessary at times, the answering service must meet the following minimum standards:
 - (a) Recipient must have a written agreement with answering service vendor;
 - (b) Recipient must monitor the vendor's compliance with the agreement;
 - (c) The answering service may only relay calls, rather than screen them. The answering service may ask if it the call is a business call and may take a message in those instances;
 - (d) The answering service must have the ability to forward calls to Recipient's staff member or volunteer;
 - (e) All calls received by the answering service must be forwarded to a Recipient staff member or volunteer unless the caller indicates they can be called back; and
 - (f) The answering service must comply with appropriate confidentiality policies including keeping the names of callers confidential.

b. Crisis Response:

The Recipient will respond in person when requested to provide needed support and assistance. Crisis response includes accessing emergency shelter, accompanying the survivor to Sexual Assault Forensic Exams (SAFE), hospitals and law enforcement by staff and volunteers trained in the appropriate in-person response, and meeting victims who need immediate or in-person support.

Crisis response must be available 24-hours a day. For any part of the 24 hours a day crisis response, not provided directly by the Recipient, the Recipient must demonstrate, in the form of a written agreement, approved by DHS, in its sole discretion, a clear and direct linkage to another partner domestic or sexual violence agency, funded directly by DHS, to provide the back-up crisis response.

c. Non-Shelter Services (walk-ins and callers):

Recipient must offer to all Crisis Line callers and other victims of Domestic Violence and Sexual Assault who contact Recipient, as necessary or appropriate, the following services:

(1) Information and Referral:

Recipient must respond to all requests from victims of Domestic Violence and Sexual Assault for information, referral, or both regarding community services for victims of Domestic Violence and Sexual Assault with the provision of appropriate information and referrals. Referrals and information must include available culturally specific services and specialized services for typically Underserved Populations. Whenever possible, referral information must include a contact name and specific service information. Recipient must maintain an updated inventory of community resources available to assist victims of Domestic Violence and Sexual Assault.

(2) Peer Support:

As appropriate, Recipient must offer interactions, either through phone contact, peer-to-peer individual meetings and group sessions, that validate the experiences of the victims and not blame them, explore the options, build on strengths, and respect their right to make their own decisions. These interactions must be offered and, if accepted, provided to all victims of Domestic Violence or Sexual Assault who contact Recipient.

(3) Advocacy:

When requested by and in partnership with a victim of Domestic Violence or Sexual Assault, Recipient, through its staff, volunteers or both, must actively assist the victim to secure services through helping them prepare for the service or court process, accompanying them to other agencies and assisting them in that process, and speaking up on their behalf, either in person or by phone.

3. General Performance Standards

a. Training Requirements for Staff and volunteers in Domestic Violence and Sexual Assault Services. Goals, Objectives and Outcomes of Agreement Requirements for Training shall include:

- (1) Provide high quality and consistent Domestic Violence, Sexual Assault, dating violence and stalking services throughout Oregon by having well-educated and skilled staff and volunteers;
- (2) Increase consistency services throughout Oregon;
- (3) Establish a uniform base of proficiency and skill in responding to all three issues of Domestic Violence, Sexual Assault and stalking, across all programs, regardless of the type of agency;
- (4) Promote best practices to enhance survivor/victim safety and empowerment;

- (5) Provide opportunity for programs to evaluate staff/volunteer's capacity to provide effective services and empower survivors/victims;
- (6) Provide accountability within program by establishing expectations for staff and volunteers;
- (7) Provide accountability to funders;
- (8) Give staff/volunteers increased knowledge, skills, capacity and resources to provide effective Domestic Violence, Sexual Assault, dating violence and stalking services, provide safe options and empower survivors/victims;
- (9) Staff and volunteers demonstrate appropriate knowledge, skills and capacity to respond to survivors of Domestic Violence, Sexual Assault, dating violence and stalking;
- (10) Staff and volunteers report they feel capable to respond to survivors of Domestic Violence, Sexual Assault, dating violence and stalking; and
- (11) Survivors report satisfaction with services and responses.

b. Individuals required to have Training:

- (1) Staff and volunteers who provide direct services must complete the required training prior to having unsupervised contact with survivors/victims. Job shadowing as part of the training is allowed.
- (2) Recipient may waive parts of the training for new staff/volunteers who have completed training through other Domestic Violence and Sexual Assault programs or volunteer trainings if the Recipient:
 - (a) Contacts the original agency to verify training; and
 - (b) Documents that it meets the training requirements.
- (3) If the prospective staff/volunteer has not volunteered or been employed within the last two years, they must go through the training.

c. Length of Training:

- (1) Training will be a minimum of 30 hours for phone responders. All topics are equally important. There is no required number of hours per topic; however, it is anticipated each topic would have approximately two hours.
- (2) Training does not need to be provided in the order of content areas listed below. Content areas may be combined. Recipient must demonstrate training is adequate in all content areas for staff/volunteers to meet the training objectives and the assessed needs of the program.
- (3) In addition, those staff/volunteers providing in-person services shall receive an additional 10 hours of training including topics requested by staff/volunteers as needing more in-depth attention and crisis response, medical and legal advocacy.
- (4) The recommended training format is group training. Structured job shadowing and self-study with staff follow-up may be included as part of the overall hours. One-on-one training is allowable if necessary, but Recipient is encouraged to follow-up with group experiences through conferences, training institutes such as the Sexual Assault Training Institute and the State Victims Academy, and other appropriate options.

d. Content of Training:

(1) Overview of Violence against Women and Interpersonal Violence.

Staff and volunteers will understand the types of violence. Content will cover:

- (a) Definitions and dynamics of Domestic Violence, Sexual Assault, dating violence, stalking and other inter-personal violence;
- (b) Commonalities and differences between types of violence;
- (c) How types of violence inter-connect and intersect;
- (d) How the causes and effects of violence against women cross individual, community, cultural, institutional and societal levels (ecological model); and
- (e) Basic safety planning for each type of violence against women.

(2) Anti-Oppression, Anti-Racism, Cultural Competency Theory and Practice:

Staff and volunteers will understand the theoretical dynamics of oppression; the dynamics and effects of Domestic Violence; Sexual Assault, dating violence and stalking in different populations; how oppressions impact survivors; and address how to effectively provide services to different populations. Content will cover:

- (a) Dynamics of oppression, power and control;
- (b) How oppressions are interconnected;
- (c) How oppression reinforces social support of violence against women;
- (d) The effect of dominant culture assumptions on survivors and service delivery;
- (e) Strategies to interrupt oppressive actions and words;
- (f) Demographics and needs of the local community;
- (g) Strategies to overcome barriers and provide equitable, accessible and appropriate services; and
- (h) Effects of violence on diverse populations (populations include same-sex, African-American, Asian and SE Asian, Latinas or Hispanic, Pacific Islander, Native American, People with Disabilities, Elders, Male survivors.)

(3) Definition and Dynamics of Domestic Violence:

Staff and volunteers will understand and be able to describe Domestic Violence. Content will cover:

- (a) Legal and programmatic definitions of Domestic Violence;
- (b) Types of Domestic Violence (physical, sexual, emotional, financial, etc.);
- (c) Dynamics of Domestic Violence, including myths and facts, statistics and prevalence;
- (d) Dynamics of dating violence, including myths and facts, statistics and prevalence;
- (e) Historical and social context (including blaming the victim, gender-role stereotypes, power differentials, cultural and individual beliefs);

- (f) Basis of power and control (see section on abusers below);
 - (g) Domestic Violence as an individual choice by batterer supported by societal and institutional norms;
 - (h) Barriers to leaving;
 - (i) Coping strategies of survivors/victims;
 - (j) Intersection with other issues;
 - (k) Range of safety strategies; and
 - (l) Strategies to address local needs and provide accessible and appropriate responses to diverse groups.
- (4) Definition and Dynamics of Sexual Assault:
- Staff and volunteers will understand and be able to describe Sexual Assault. Content will cover:
- (a) Legal and programmatic definitions of Sexual Assault including that committed by strangers and by non-strangers (acquaintances, intimate partners, etc.);
 - (b) Types of Sexual Assault including childhood sexual abuse and adults molested as children;
 - (c) Dynamics of Sexual Assault including rape myths and facts, statistics and prevalence, drug-facilitated Sexual Assault;
 - (d) Historical and social context (rape culture including blaming the victim, gender-role stereotypes, power differentials, cultural and individual beliefs);
 - (e) Basis of power and control (see section on offenders below),
 - (f) Range of safety strategies; and
 - (g) Strategies to address local needs and provide accessible and appropriate responses to diverse groups.
- (5) Stalking:
- Staff and volunteers will be able to identify stalking behavior and provide appropriate resources and referrals. Content will cover:
- (a) Definitions and dynamics of stalking;
 - (b) Types of stalkers (offender known to victim, offender in previous relationship to victim, offender unknown to victim);
 - (c) Stalking behaviors including cyber-stalking and electronic surveillance;
 - (d) Stalking (and other) protective orders;
 - (e) Criminal prosecution;
 - (f) Civil suit;
 - (g) Range of safety strategies including phone and computer safety, legal remedies, relocation and name change; and
 - (h) Strategies to address local needs and provide accessible and appropriate responses to diverse groups.

(6) Effects on Survivor/Victims and Trauma:

Staff and volunteers will learn possible effects of Domestic Violence, Sexual Assault and stalking and learn to mitigate the impact of the trauma on survivors, their families & friends (secondary victimization). Content will cover:

- (a) Trauma from single and cumulative trauma including childhood physical and sexual abuse, recent or past Domestic Violence, recent or past Sexual Assault;
- (b) Range of possible survivor responses and coping strategies including fear, re-experiencing (physical reactions, flashbacks, nightmares), intrusive memories, being triggered, difficulty concentrating, being very calm, being very agitated, depression, blaming oneself, hyper-vigilance, hyper-arousal, sleeplessness, substance abuse, etc.;
- (c) Strategies to mitigate or reduce trauma;
- (d) Intersections with other issues (mental health, disabilities, alcohol and drugs, etc.);
- (e) Dynamics of suicide and suicide intervention;
- (f) Additional barriers for immigrants, people of color, rural populations, elders, children and youth, Lesbian, Gay, Bi-Sexual, Trans-gendered, Queer (LGBTQ), and people with disabilities; and
- (g) Strategies to address local needs and provide accessible and appropriate responses to diverse groups.

(7) Adults Molested as Children (AMAC):

Staff and volunteers will learn to recognize the effects of childhood sexual abuse on adults and give appropriate referrals. Content will cover:

- (a) Effects of childhood sexual abuse on adult survivor/victims;
- (b) Potential triggers;
- (c) Identification of issues;
- (d) Ways to support healing;
- (e) Appropriate referrals.

(8) Effects of Exposure to Violence on Children:

Staff and volunteers will understand how violence impacts children and ways to mitigate its impact. Content will cover:

- (a) Risks associated with children witnessing domestic and other types of violence;
- (b) Range of behavioral and emotional response;
- (c) Factors that assist a child in developing and strengthening resilience;
- (d) Healthy and unhealthy strategies children use to cope;
- (e) Safety planning with children;
- (f) Talking with children about Domestic Violence; and

- (g) What is child abuse and child abuse reporting (refer to DHS Booklet What You Can Do About Child Abuse).
- (9) Dynamics of Domestic Violence Abusers:
- Staff and volunteers will understand power and control and the dynamics of abuser behavior. Content will cover:
- (a) Domestic Violence as an individual choice by batterer supported by societal and institutional norms;
 - (b) Tactics of power and control;
 - (c) Battering is the systematic use of abusive behaviors aimed at maintaining power and control in a relationship; and
 - (d) Battering behaviors include:
 - i. Intimidations;
 - ii. Emotional abuse, put downs, name calling, etc.;
 - iii. Threat of violence;
 - iv. Use of violence;
 - v. Using children (and pets);
 - vi. Using finances;
 - vii. Using male privilege;
 - viii. Sexual abuse/violence and using sex as a reward or punishment;
 - (e) Domestic Violence is not an anger problem;
 - (f) Domestic Violence is not caused by alcohol and drug use or abuse;
 - (g) Warning signs of abusers;
 - (h) How batterers use children;
 - (i) Ways batterers get others to collude with them; and
 - (j) Criminal thinking patterns.
- (10) Dynamics of Sexual Offenders:
- Staff and volunteers will learn a basic framework for understanding the methods, underlying motivations and actions of sex offenders. Content will cover:
- (a) The fundamental root cause of Sexual Assault is entitlement and the expectation of gratification;
 - (b) The role of sexism and oppression in Sexual Assault;
 - (c) Use of broadly accepted strict gender roles and stereotypes by sex offenders to justify sexual violence and abuse;
 - (d) Selection of individuals by sex offenders who they perceive to be accessible, vulnerable and lacking in credibility;
 - (e) Myths and stereotypes about sex offenders (crazy, no consensual sex, miscommunication etc.) and the facts;
 - (f) Motivations of sex offenders including sex, power, humiliation, and violence; and

- (g) Types of sex offenders.
- (11) Vicarious Traumatization and Self Care:
 Staff and volunteers will learn skills to minimize vicarious traumatization.
 Content will cover:
- (a) What is vicarious trauma;
 - (b) Signs of vicarious trauma;
 - (c) Techniques for self-care; and
 - (d) How to access support.
- (12) Advocacy and Crisis Response:
 Staff and volunteers will know the system response to Domestic Violence, Sexual Assault and stalking including roles of responders and community protocols; be able to support a survivor through medical, legal and other processes; give accurate information; assess the safety and other needs of the survivors; be knowledgeable of resources and give appropriate referrals; provide peer support; and empower the survivor/victim to make her/his own choices. Content will cover:
- (a) Crisis dynamics and strategies to address crisis;
 - (b) Safety assessment and safety planning;
 - (c) Relevant criminal and civil laws;
 - (d) Protective orders, including Family Abuse Protective Order, Elderly/Disabled Persons Abuse Prevention Act, stalking orders, no-contact release agreements and others;
 - (e) Immigration issues including eligibility for services, Violence Against Women Act (VAWA) self-petitioning, and appropriate referrals for immigration assistance;
 - (f) Tribal laws and Tribal courts;
 - (g) How the criminal justice system works, Crime Victims Compensation, and Crime Victims' Rights;
 - (h) Financial resources available, including Temporary Assistance for Domestic Violence Survivors (TA/DVS) and Housing Emergency Assistance for Elders and People with Disabilities through DHS;
 - (i) The sexual assault response system, including Sexual Assault Response Teams (SARTs), Sexual Assault Nurse Examiner (SANEs), SAFE, and the Sexual Assault Victims Emergency (SAVE) Medical Response fund;
 - (j) Local resources (legal services, housing, health and mental health, substance abuse programs, employment, education, etc.); and
 - (k) Strategies to address local needs and provide accessible and appropriate responses to diverse groups.
- (13) Confidentiality:
 Staff and volunteers will know and comply with confidentiality requirements, reasons for confidentiality, limitation of confidentiality, and Informed Consent.
 Content will cover:

- (a) Rationale for and importance of confidentiality;
 - (b) Relevant statutes; and
 - (c) Recipient procedures, practices, protocols and forms.
- e. Advocacy Skills:
- (1) Working with Survivors:

Through training, role-playing, job shadowing at work and at relevant locations, and other strategies, staff and volunteers will be able to respond to survivors in appropriate ways:

 - (a) Ask appropriate questions to elicit information;
 - (b) Assess immediate safety and other needs and assist survivor to develop safety plans;
 - (c) Assess danger including survivor's danger to self;
 - (d) Assess on-going safety and other needs;
 - (e) Listen to survivors, understand what they are saying and be able to reflect back to them (active listening);
 - (f) Put a survivor's reactions into a context to help survivors and others understand;
 - (g) Reframe statements and using non-victim blaming statements;
 - (h) Complete needed documentation;
 - (i) Assist survivors request their Crime Victims Rights;
 - (j) Assist survivors to document;
 - (k) Use strategies to interrupt oppressive actions and words;
 - (l) Use strategies to adapt services and approaches to recognize culture and respect differences;
 - (m) Use strategies to adapt services and approaches to recognize age, Socio-Economic Status, disability and other issues and respect differences;
 - (n) Provide clear information on Domestic Violence;
 - (o) Provide clear information on options and choices;
 - (p) Empower survivor to make choices;
 - (q) Demonstrate empathy;
 - (r) Demonstrate sensitivity to cultural factors; and
 - (s) Demonstrate ability to communicate across cultures, populations and age groups.
 - (2) Working with Systems:

Through training, role-playing, job shadowing, etc. staff and volunteers will learn and be able to:

 - (a) Explain system response to survivors and assist them in their interactions with system responders;
 - (b) Request services and appropriate responses on behalf of survivors;

- (c) Negotiate appropriate services and responses;
- (d) Advocate for additional or other services, responses;
- (e) Advocate for services to address local needs and needs of diverse groups; and
- (f) Work for coordinated system response.

(3) Additional In-Person Requirements:

Through additional training, role-playing, job shadowing, etc. staff and volunteers having in-person contact with survivors/victims will demonstrate specific skills and in-depth knowledge for the in-person response they will be providing. Content (based on the in-person response to be provided) may include but is not limited to:

- (a) SANE exams for Sexual Assault responders;
- (b) Court accompaniment;
- (c) Accompaniment for medical exams;
- (d) Working with law enforcement;
- (e) Support group facilitation;
- (f) Shelter intake; and
- (g) Working with children.

f. Board Members:

Each member of Recipient's Board of Directors must receive an orientation on Domestic Violence, Sexual Assault, dating violence, stalking and Board responsibilities and liabilities. In addition, new members of Boards of Directors, Advisory Committees, or subgroups within Boards with direct responsibility for Domestic Violence and Sexual Assault programs must have a minimum of 12 hours of training during their first year. The training must cover Domestic Violence, Sexual Assault, dating violence, stalking, anti-racism and anti-oppression training, program philosophy and Board responsibilities. On-going training is strongly encouraged. Training can be presented over several months, through annual meetings, self-study with debriefing, etc. Training times and attendance must be documented. Board members are encouraged to receive the same 30 hours of training required of the staff and volunteers, in addition to training specifically dealing with overseeing a non-profit organization.

g. General:

Recipient must offer annual training through in-services, conferences, or other formats to all staff.

h. Safety Planning:

Recipients will offer safety planning to all victims of Domestic Violence and Sexual Assault through any formal or informal, written or oral, conversation or process with the victim through which the Recipient works with the victim to identify and address risks, barriers or concerns regarding the victim's ability to be safe from Domestic Violence, Sexual Assault, dating violence and stalking. Recipient must offer safety planning through Crisis Lines, at shelters or through other services.

i. Access to Services:

To ensure meaningful access to services for all victims of Domestic Violence, Sexual Assault, dating violence and stalking, the Recipient must be able to appropriately respond to an initial crisis call and initial disclosure of Domestic Violence, Sexual Assault, dating violence or stalking with safety planning and support. In addition, a Recipient whose primary services are focused on either Domestic Violence or Sexual Assault victims will be able to directly link victims whose needs may be beyond their expertise to the appropriate partner agency.

j. Participation:

Participation in a State, regional or local planning process relating to Domestic Violence and Sexual Assault Intervention that includes victims or other Agencies. Recipients will continue or begin a strategic community planning process that involves community partners and victims and whose purpose is to identify the needs of their community and appropriate services.

k. Underserved Populations:

All services provided and activities conducted, as part of the Program must be available to culturally, racially, and ethnically diverse groups and other underserved populations. The Program must be implemented in ways that are appropriate and based on the needs and populations in the community. Recipient must identify and describe the Underserved Populations in the community and design specific strategies to meet their needs, including but not limited to, maintaining staff, volunteers, and Boards reflective of the community and designing appropriate outreach strategies.

l. Limited English Proficiency:

All services provided and activities conducted as part of the Program must be available to individuals with limited English proficiency through one or more of the following, based on the needs of the community:

- (1) Bilingual staff or volunteers, or both;
- (2) Contracted interpreters;
- (3) Arrangements with the community's culturally specific services;
- (4) Use of community volunteers;
- (5) Interpreters available by phone; and
- (6) Development and distribution of supplemental information in written or video format in the community's primary non-English language.

m. Coordination:

Program implementation must be coordinated with other community agencies and Domestic Violence and Sexual Assault programs to ensure adequate safety and services for victims of Domestic Violence and Sexual Assault.

n. Community collaboration, education, and training:

In connection with the operation of the Program, Recipient must promote public and professional awareness of the nature, dynamics, and issues of Domestic Violence and Sexual Assault, and local resources for victims through:

- (1) Prevention and education activities for children and adults;

- (2) Public awareness campaigns;
 - (3) Formal and informal training of other professionals; and
 - (4) Collaboration with community partners.
- o. Grant funds may be used for provision of services for children exposed to Family Violence, Domestic Violence, or dating violence, including age-appropriate counseling, supportive services, and services for the non-abusing parent that support that parent's role as a caregiver, which may, as appropriate, include services that work with the non-abusing parent and child together.
 - p. Grant funds may be used for provision of prevention services, including outreach to underserved populations.

4. Reporting Requirements

Recipient shall prepare and furnish to DHS, the written reports described below. Recipient shall submit the reports to the Department of Human Services, Child Welfare, Child Safety Unit, Attn: Domestic Violence Program, 500 Summer Street, E68, Salem, OR 97301-1067, or, upon the approval of and in accordance with the instructions of DHS, electronically.

- a. Each calendar month from the calendar month immediately following the effective date of this Agreement through the calendar month immediately following the Availability Termination Date, a monthly statistical report on services delivered as part of the Program during the prior calendar month, including but not limited to, information on the number of victims sheltered, number of calls and related services provided and demographic information on the individuals served.
- b. Each calendar quarter from the calendar quarter immediately following the effective date of this Agreement through the calendar quarter immediately following the Availability Termination Date, financial reports, on forms designated by DHS, describing Recipient's use of the CFAA; and FVPSA Funds during the prior quarter and describing the expenditure or utilization of matching funds or resources on the Program during the prior calendar quarter in satisfaction of CFAA; and FVPSA Funds matching resources requirement of Exhibit A, Part 2, "Consideration," Subsection 5., "Matching Resources."
- c. For each 12 month period ending June 30 in which MLT Grant moneys were expended by Recipient, an MLT match report, on a form designated by DHS, must be submitted. This form shall describe the source and amount of all matching resources expended on or utilized for the MLT match. Recipient shall submit the report no later than July 31 of each year or by a deadline designated by DHS at the time the report forms are distributed.
- d. For each 12 month period ending September 31 in which FVPSA Grant moneys were expended by Recipient, an annual narrative report, on a form designated by DHS, must be submitted. This form shall describe basic program features, volunteer activity, and include narrative questions regarding the impact of FVPSA expenditures. Recipient shall submit the reports no later than October 31 of each year or by a deadline designated by DHS at the time the report forms are distributed.

EXHIBIT A

Part 1B

Special Provisions & Additional Program Description as it pertains to the Domestic Violence Program

1. Shelter Facility or Safe Home

Recipient may use the Grant moneys to operate a Shelter Facility or Safe Home or rent motel rooms on a temporary basis for use by victims of Domestic Violence and their families.

2. Emergency Housing

If the Recipient uses Grant funds to offer emergency shelter for victims of Domestic Violence, as necessary to meet the Domestic Violence victim's need, Recipient must offer, and if the offer is accepted provide, on a 24 hours a day, seven days a week basis, emergency shelter for short-term stays for the victim and the victim's family members, subject to capacity availability, suitability under intake guidelines and available resources. Emergency shelter services must be provided in a Shelter Facility or Safe Home, that meets the standards set forth below, or in motels. Recipient may provide emergency housing to victims of Domestic Violence for longer stays.

a. Services within Shelter Facilities:

Shelter Facilities that are used to provide emergency shelter to victims of Domestic Violence and their families must offer the following services:

- (1) Intake. The Shelter Facility must have screening guidelines and apply those guidelines to determine who receives services from the Shelter Facility. If the Shelter Facility is unable to provide emergency shelter, to a victim of Domestic Violence who has contacted Recipient, under the screening guidelines or because of lack of capacity, Shelter Facility staff must provide referrals and discuss options.
- (2) Short Term Shelter Services (one to three night stay.) Shelter Facility staff/volunteers must offer victims safety planning, information about Domestic Violence, assistance with basic needs, and appropriate referrals.
- (3) Longer Term Shelter Services (over three nights.) If a Shelter Facility provides longer term emergency shelter to a victim, Shelter facility staff/volunteers must offer the victim resource advocacy/case management consistently during her or his stay. Resource advocacy/case management means:
 - (a) Listening to the victim;
 - (b) Working together to identify goals, resources, options and barriers;
 - (c) Providing referrals and needed assistance to access referrals and services (for example, transportation, child care referrals, etc.);
 - (d) Reviewing goals and services with the victim to assess need for further assistance; and
 - (e) Providing advocacy to overcome system barriers.

b. Services for Children and Adolescents:

Shelter Facilities must provide designated space for children in the shelter or office with age appropriate toys, materials and videos in English and the Service Area's other primary language(s). Shelter Facility staff must offer age appropriate safety planning,

activities and advocacy designed to address the children's needs, language, age and developmental level.

(1) Services within Safe homes/motels:

Safe Home or Recipient staff/volunteers must offer victims safety planning, information about Domestic Violence, assistance with basic needs, and appropriate referrals.

(2) Transportation:

Recipient must arrange for and provide to all victims of Domestic Violence who contact Recipient and their children transportation to emergency housing, if necessary, and other needed services as available. Options for transportation include:

- (a) Use of staff and volunteers;
- (b) Use of Recipient vehicles by Recipient volunteers;
- (c) Assistance with public transportation;
- (d) Gas and bus vouchers; and
- (e) Agreements with other agencies.

(3) Shelter Facility or Safe Home:

If Recipient uses the Grant moneys to operate a Shelter Facility or Safe Home, the Shelter Facility or Safe Home must meet the following minimum standards:

- (a) Emergency instructions must be posted in English, and the community's other primary language(s);
- (b) The facility or home must have at least one operating telephone;
- (c) The facility or home must have drinking water that meets DHS's Public Health standards;
- (d) All medicines must be kept in a locked cabinet or locked area;
- (e) The facility or home must have first aid supplies that are available and accessible;
- (f) Children at the home or facility must be protected from items of potential danger;
- (g) The facility or home must have a kitchen and emergency food supplies that are available and represent cultural groups present in the community;
- (h) The facility or home must have emergency clothing and personal care items that are available and represent cultural groups present in the community;
- (i) Recipient must maintain appropriate liability insurance and fire insurance for the home or facility;
- (j) The facility or home must comply with local building, fire, and health codes for existing structures, including applicable ADA requirements; and
- (k) Recipient must develop, maintain, and implement written intake policies and procedures for the facility or home.

EXHIBIT A

Part 1C

Special Provisions & Additional Program Description as it pertains to the Sexual Assault Program

1. Designation of Sexual Assault Staff.

If Recipient's primary mission is not solely to provide Sexual Assault services, but to provide services to victims of both Sexual Assault and Domestic Violence, the Recipient shall designate a lead staff person for Sexual Assault. The lead staff person shall:

- a. Act as a contact to receive and disseminate Sexual Assault information;
- b. Obtain additional training beyond the DHS initial requirements on Sexual Assault through their agency, or the Sexual Assault Training Institute of the Attorney General's Sexual Assault Task Force, or other conferences;
- c. Additional training shall be documented in staff persons personnel file; and
- d. Facilitate information-sharing on Sexual Assault throughout their agency.

2. The Recipient shall offer hospital accompaniment which includes responding to the hospital or other medical facility to provide support and information to the survivor of Sexual Assault. If called by the hospital or police, any contact with victims shall be totally voluntary on the part of the survivor.

EXHIBIT A

Part 2 Grant Funds & Consideration

1. Disbursement Generally

Subject to the terms and conditions as specified in this Agreement, DHS shall disburse the Grant moneys to Recipient at a maximum not-to-exceed amount of **\$53,079.00** to be disbursed as follows:

- a. For the period July 1, 2013 through June 30, 2014:
 - (1) Of the Marriage License Tax (MLT) Funds, **\$1,045.00** per month, for an amount not-to-exceed **\$12,540.00**;
 - (2) Of the Criminal Fine Assessment Account in the Domestic Violence (CFAA/DV) Funds, **\$2,305.00** per month, for an amount not-to-exceed **\$27,660.00**;
 - (3) Of the Criminal Fine Assessment Account in the Sexual Assault Victims (CFAA/SA) Funds, **\$518.00** per month, for an amount not-to-exceed **\$6,216.00**;
 - (4) For the period July 1, 2013 through September 30, 2013, of the Family Violence Prevention and Services Act (FVSPA) Funds, **\$2,221.00** per month, for an amount not-to-exceed **\$6,663.00**;
 - (5) Of the FVSPA Funds, a one-time payment of **\$0.00**.

Services financed with FVPSA Funds have not been defined as “Federal Public Benefits” and, therefore, Recipient is not required to verify immigration and citizenship status of individuals requesting Program services.

2. Conditions Precedent to Disbursement

DHS’ obligation to disburse financial assistance to Recipient under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- a. DHS has received sufficient funding, appropriations, and other expenditure authorizations to allow DHS, in the exercise of its reasonable administrative discretion, to make the disbursement.
- b. There are sufficient moneys in the CFAA/DV Fund; CFAA/SA Fund; MLT Funds; and FVPSA Funds, to allow DHS in the exercise of its reasonable administrative discretion, to make the disbursement.
- c. No default as described in Exhibit B, “Standard Terms & Conditions,” Section 9., “Default,” has occurred.
- d. Recipient is in compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 which are incorporated by reference herein.
- e. Recipient’s representations and warranties set forth in Exhibit B, “Terms & Conditions,” Section 4., “Representations and Warranties,” are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- f. FVPSA Grant funds made available under this Program by the State will not be used as direct payment to any victim or dependent of a victim of Family Violence (42 U.S.C. 10402(d)).

- g. No income eligibility standard will be imposed on individuals receiving assistance or services supported with funds appropriated to carry out FVPSA (42 U.S.C. 10402(e)).
- h. No fees will be levied for assistance or services provided with Grant funds.

3. Recovery of Grant Moneys

Any Grant moneys disbursed to Recipient under this Agreement that are expended in violation or contravention or one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination of this Agreement or the Availability Termination Date “Unexpended Funds” must be returned to DHS.

Recipient shall return all Misexpended Funds and Unexpended Funds to DHS promptly after DHS’ written demand and no later than 15 days after DHS’ written demand. Notwithstanding anything contained herein, or in a previous agreement, to the contrary, FVPSA Funds may be used for expenditures on and after **July 1, 2013** and will be available for expenditure through **September 30, 2014**.

4. Expenditure of Grant Moneys

Recipient may expend the Grant moneys solely to cover costs necessarily incurred by Recipient in operating the Program and subject to the following restrictions and any other restrictions imposed by other provisions of this Agreement or by applicable law:

- a. Recipient may not use the Grant moneys to retire any debt or to cover any costs incurred prior to **July 1, 2013** or after the Availability Termination Date with the exception of FVPSA Grant moneys;
- b. CFAA/DV Funds and the FVPSA Funds, no more than five percent may be used to cover administrative costs in accordance with ORS 409.304 and 42 U.S. Code (USC) 10402(a)(2)(B)(i);
- c. FVPSA Funds may not be used to make direct cash payments to victims;
- d. With respect to MLT Funds only, costs necessarily incurred to operate the Program include the funding of an operating reserve for the Program; and
- e. Expenditures must be made in accordance with all applicable Office of Management and Budget (OMB) Circulars governing expenditure of federal funds cost principles.

5. Matching Funds

In addition to the Grant moneys provided to Recipient under this Agreement, Recipient shall obtain and expend on, or utilize in, implementation of the Program matching resources in the following amounts:

- a. During each State of Oregon fiscal year (ending June 30) or portion thereof from the effective date of this Agreement through the Availability Termination Date:
 - (1) MLT Funds: An amount equal to or in excess of 25% of MLT Funds disbursed hereunder and expended by Recipient during the year in accordance with ORS 409.295(2);
 - (2) CFAA/DV Funds: An amount equal to or in excess of 25% of the CFAA/DV Funds disbursed hereunder and expended by Recipient during the quarter in accordance with ORS 409.295(2); and

- b. FVSPA Funds: During each federal fiscal year (ending September 30) or portion thereof from the effective date of this Agreement through the Availability Termination Date, an amount equal to or in excess of 20% of FVSPA Funds disbursed hereunder and expended by Recipient during the quarter in accordance with 42 USC 10402(f).
- c. The matching resources required to be expended on, or utilized in, implementation of the Program by this section may be in the form of cash derived from other sources or in-kind donations or contributions of property or services, including but not limited to volunteer hours, or any combination of the foregoing whose value equals or exceeds the minimum requirements.

EXHIBIT A

Part 3 Special Provisions

1. Confidentiality

- a. In order to ensure the safety of adult, youth, and child victims of Domestic Violence, dating violence, Sexual Assault, or stalking, Recipient shall protect the confidentiality and privacy of persons receiving services. Recipient shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Recipient's programs; or reveal individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an un-emancipated minor, the minor and the parent or guardian or in the case of persons with disabilities, the guardian) about whom information is sought, whether for this Program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, person with disabilities, or the abuser of the other parent of the minor.
- b. If release of information described in the previous paragraph is compelled by statutory or court mandate, Recipient shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and Recipient shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.
- c. Recipient may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.
- d. The term "personally identifying information", "individual information", or "personal information" means individually identifying information for or about an individual of a victim of Domestic Violence, dating violence, Sexual Assault, or stalking, including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.
- e. No client-level data should be shared with a third party, regardless of encryption, hashing, or other data security measures, without a written, time-limited release as described in the FVPSA section 10406(c)(5). The address or location of any FVPSA-supported shelter facility shall not be made public except with written authorization of the person or persons responsible for the operation of such shelter, and the confidentiality of records pertaining to any individual provided Domestic Violence services by any FVPSA-supported program will be strictly maintained.

2. Amendments

- a. DHS reserves the right to amend or extend the Contract under the following general circumstances:

- (1) DHS may extend the Contract for additional periods of time up to a total Contract period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on DHS' satisfaction with performance of the work or services provided by the Contractor under this Contract.
 - (2) DHS may periodically amend any payment rates throughout the life of the Contract proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if DHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. DHS further reserves the right to amend the Statement of Work based on the original scope of work for the following:
- (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Contract or previous amendments to the Contract;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Contract.
- c. Upon identification, by any party to this Contract, of any circumstance which may require an amendment to this Contract, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Contract before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 21. "Amendments," of this Contract.

3. Equal Access to Services

Recipient shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.

4. Nondiscrimination

The Recipient must provide services to clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Services must reasonably accommodate the cultural, language and other special needs of clients.

5. Criminal History Check

Recipient shall obtain a criminal history record check on any employee or volunteer who will work with victims of Domestic Violence and Sexual Assault. A criminal history record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, and any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of Domestic Violence and Sexual Assault. Recipient shall develop a policy or procedures to review criminal arrests or convictions of potential employees or volunteers. The review must include examination of:

- a. The severity and nature of the crime;
- b. The number of criminal offenses;

- c. The time elapsed since commission of the crime;
- d. The circumstances surrounding the crime;
- e. The subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and
- f. A review of the police or arrest report confirming the subject individual's explanation of the crime.

The Recipient shall determine after receiving the criminal history check, whether the employee or volunteer has been convicted of one of the crimes described above and whether, based upon the conviction, the person poses a risk to working safely with victims. If Recipient decides to hire an employee, applicant or volunteer with a criminal history, Recipient shall confirm in writing, the reasons for hiring the individual. These reasons must address how the applicant/employee/volunteer is presently suitable or able to work with victims of Domestic Violence and Sexual Assault in a safe and trustworthy manner. Recipient must place this information, along with the applicant/employee/volunteer's criminal history check, in the employee/volunteer personnel file for permanent retention.

6. Anti-Harassment

Recipient Shall:

- a. Have in place, or will put into place within 12 months of the award, policies prohibiting harassment based on race, sexual orientation, gender, gender identity (or expression), religion, and national origin;
- b. Enforce these policies;
- c. Ensure that all staff will be trained on how to prevent and respond to harassment or bullying in all forms, and;
- d. Have, or will have within 12 months of the award, a plant to monitor claims, address them seriously, and document their corrective action(s).

EXHIBIT B

Standard Terms & Conditions

1. Governing Law, Consent to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DHS or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

2. Compliance with Applicable Law

- a. Recipient shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement or to the operation of the Program. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with the following laws, regulations and executive orders as they may be adopted, amended or repealed from time to time, to the extent they are applicable to the Agreement including but not limited to the following: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations, (b) ORS 659A.403, 659A.406 and 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the operation of the Program, and (c) the federal laws, regulations and executive orders. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. DHS' performance under this Agreement is conditioned upon Recipient's compliance with statutory requirements, as applicable, for: payment, contributions, liens and withholding (as set forth in ORS 279B.220); hours of labor (as set forth in ORS 279B.235); payment for medical care and providing workers' compensation (as set forth in ORS 279B.230); and use of recovered resources and recycled materials (as set forth in ORS 279B.270). Recipient shall, to the maximum extent economically feasible in operation of the Program, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
- b. In compliance with the Americans with Disabilities Act, any written material that is generated and provided by Agreement under this Agreement to clients, including Medicaid-Eligible Individuals, shall, at the request of such clients, be reproduced in alternate formats of communication, to include Braille, large print, audiotape, oral presentation, and electronic format. DHS shall not reimburse Agreement for costs incurred in complying with this provision. Agreement shall cause all subcontractors under this Agreement to comply with the requirements of this provision.

- c. Agreement shall comply with the federal laws as set forth or incorporated, or both, in this Agreement and all other federal laws applicable to Agreement's performance under this Agreement as they may be adopted, amended or repealed from time to time.

3. Independent Contractors

The parties agree and acknowledge that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. Representations and Warranties. Recipient represents and warrants to DHS as follows:

- a. **Organization and Authority.** Recipient is a non-profit corporation duly organized and validly existing under the laws of the State of Oregon. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
- b. **Due Authorization.** The making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing, registration with, or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Recipient of this Agreement.
- c. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

5. Time is of the Essence

Recipient agrees that time is of the essence under this Agreement.

6. Funds Available and Authorized; Payments

- a. Recipient shall not be compensated for Program expenditures reimbursed under this Agreement by any other agency or department of the State of Oregon or the federal government. DHS certifies at the time this Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within the DHS' biennial appropriation or limitation. Recipient understands and agrees that DHS' payment of amounts under this Agreement is contingent on DHS receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

- b. All billings and payments processed through the Medicaid Management Information System (MMIS) shall be processed in accordance with the provisions of Oregon Administrative Rules (OAR) 407-120-0100 through 407-120-0200, OAR 407-120-0300 through OAR 407-120-0380 and any other DHS Oregon Administrative Rules that are program specific to the billings and payments and, if applicable, to billing and payment of Medicaid services.
- c. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other DHS Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Agreement shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Agreement shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. Agreement shall provide this designation and information on a form provided by DHS. In the event that EFT information changes or the Agreement elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Agreement shall provide the changed information or designation to DHS on a DHS-approved form. DHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the Agreement.

7. Reserved

8. Indemnity

Recipient shall (consistent with ORS chapter 180) defend, save, hold harmless, and indemnify the State of Oregon and DHS and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Recipient or its officers, employees, contractors, or agents under this Agreement or in operation of the Program. Neither Recipient nor any attorney engaged by Recipient, or any subcontractor of Recipient shall defend the claim, suit or action in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor shall Recipient or any subcontractor of Recipient settle any claim, action or suit on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Recipient is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important government principle is at issue and the State of Oregon desires to assume its own defense.

9. Default. Recipient shall be in default under this Agreement upon the occurrence of any of the following events:

- a. Recipient fails to perform, observe, or discharge any of its covenants, agreements or obligations set forth herein;
- b. Any representation, warranty or statement made by Recipient herein, or in any documents or reports relied upon by DHS to monitor operation of the Program, the expenditure of

Grant moneys or the performance by Recipient, is untrue in any material respect when made;

- c. Recipient: (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking: (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

10. Remedies upon Default.

If Recipient's default is not cured within 30 calendar days of written notice thereof to Recipient from DHS or such longer period as DHS may authorize in its sole discretion, DHS may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant moneys, payment of interest earned on the Grant moneys, and declaration of ineligibility for the receipt of future grant awards from DHS. If, as a result of Recipient's default, DHS demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, Recipient shall pay the amount upon DHS' demand.

11. Termination

- a. **DHS Termination.** DHS may terminate this Agreement:
 - (1) For its convenience, upon 30 calendar days advance written notice to Recipient.
 - (2) Immediately upon written notice to Recipient, if DHS does not obtain funding, appropriations and other expenditure authorizations from federal, state and other sources sufficient to meet the payment obligations of DHS under this Agreement.
 - (3) Immediately upon written notice to Recipient if state or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that DHS does not have the authority to provide Grant moneys for the Program or no longer has the authority to provide the Grant moneys from the funding source it had planned to use.

- (4) Upon 30 calendar days advance written notice to Recipient, if Recipient is in default under this Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as DHS may specify in the notice.
 - (5) Immediately upon written notice to Recipient, if any license or certificate required by law or regulation to be held by Recipient to operate the Program is for any reason denied, revoked, suspended, not renewed or changed in such a way that Recipient no longer meets requirements to operate the Program.
 - (6) Immediately upon written notice to Recipient, if DHS determines that Recipient has endangered or is endangering the health or safety of an individual receiving services as part of the Program or others.
- b. **Recipient Termination.** Recipient may terminate this Agreement for its convenience, upon 90-calendar days advance written notice to DHS.
 - c. **Mutual Termination.** This Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.

12. Effect of Termination

Upon termination of this Agreement, DHS shall have no further obligation to disburse Grant moneys to Recipient, whether or not the entire Grant has been disbursed to Recipient, and Recipient's authority to expend previously disbursed Grant moneys shall end. Termination of this Agreement shall not affect Recipient's obligations under this Agreement or DHS' right to enforce this Agreement against Recipient in accordance with its terms, with respect to Grant moneys actually received by Recipient under this Agreement, or with respect to portions of the Program actually implemented. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Recipient's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, obligation to comply with applicable federal requirements, the restrictions and limitations on Recipient's expenditure of Grant moneys actually received by Recipient hereunder, or DHS' right to recover from Recipient, in accordance with the terms of this Agreement, any Grant moneys disbursed to Recipient that are identified as Misexpended Funds or Unexpended Funds.

13. Insurance

Recipient shall maintain insurance as set forth in Exhibit C, "Insurance Requirements," of this Agreement.

14. Records Maintenance, Access

a. Access to Records and Facilities

DHS, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement or the Grant moneys provided hereunder, other than those books, documents, papers and records detailing the delivery of specific Program services to specific individuals, for the purpose of making audits and examinations. In addition, DHS, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives may make and retain excerpts, copies and transcriptions of the foregoing books, documents, papers and records other than those books, documents, papers and records detailing the delivery of specific Program services to specific individuals. Recipient shall permit authorized

representatives of DHS to perform site reviews of all services delivered as part of the Program.

b. **Retention of Records**

Recipient shall retain and keep accessible all books, documents, papers, and records, which are directly related to this Agreement or the Grant moneys for a minimum of five years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the expiration or termination of this Agreement. If there are unresolved audit questions at the end of the five-year period, Recipient shall retain the records until the questions are resolved.

c. **Expenditure Records**

Recipient shall document the expenditure of all Grant moneys disbursed by DHS under this Agreement and the expenditure or utilization of all matching resources required by Exhibit A, Part 2, "Grant Funds & Consideration," Section 5., "Matching Resources," if any. Unless applicable federal law requires Recipient to utilize a different accounting system, Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit DHS to verify how the Grant moneys were expended and how the matching resources were expended or utilized.

15. Force Majeure

Neither DHS nor Recipient shall be held responsible for delay or default caused by fire, riot, acts of God, power outage, government fiat, terrorist acts or other acts of political sabotage, civil unrest, labor unrest, or war, where such cause is beyond the reasonable control of DHS or Recipient, respectively. Recipient shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

16. Assignment of Agreement, Successors in Interest

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of DHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as DHS may deem necessary. No approval by DHS of any assignment or transfer of interest shall be deemed to create any obligation of DHS in addition to those set forth in the Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

17. No Third Party Beneficiaries

DHS and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that Recipient's performance under this Agreement is solely for the benefit of DHS to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

18. Amendments; Waiver; Consent

DHS may amend this Agreement to the extent provided in the solicitation document, if any, from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party

unless it is in writing and signed by both parties and when required, the Department of Administrative Services and Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

19. Severability

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

20. Survival

Sections 1, 4, 6, 7, 8, 10, 11, 12, 13, 17, and 20 of this Exhibit B, "Standard Terms & Conditions," shall survive Agreement expiration or termination, as well as those provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice DHS' right to enforce this Agreement with respect to any default by Recipient that has not been cured.

21. Notice

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing, by personal delivery, facsimile, or mailing the same, postage prepaid, to Recipient or DHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section 21, "Notice." Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the Recipient. Any communication or notice given by personal delivery shall be effective when actually delivered. Notwithstanding the foregoing, to be effective against DHS, any notice transmitted by facsimile must be confirmed by telephone notice to DHS' Office of Agreements and Procurement number listed below or any such telephone number DHS may provide by written notice to Recipient. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

DHS: Office of Contracts & Procurement
Department of Human Services
250 Winter St. NE 3rd Floor
Salem, OR 97301-1080
Telephone: 503-945-5818
Fax: 503-378-4324

RECIPIENT: Women's Crisis Support Team
Contact Name: Krisanna Albrecht
560-A NE F Street PMD 430
Grants Pass, OR 97526
Telephone: 541-476-3877
Facsimile: 541-472-8244
E-mail address: wcst@epecisp.com

22. Construction

The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.

23. Headings

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

24. Merger Clause

This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.

25. Counterparts

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

26. Recipient's Failure to Perform. Recipient's failure to perform the services specified in this Agreement or to meet the performance standards established in this Agreement, may result in consequences that include, but are not limited to:

- a. Reducing or withholding disbursement under this Agreement;
- b. Requiring Recipient to perform at Recipient's expense additional work necessary to perform the services or meet performance standards; and
- c. Declaring a default of this Agreement and pursuing any available remedies for default, including termination of the Agreement as permitted in Sections 9. thru 12. of this Agreement.

EXHIBIT C
Insurance Requirements

During the term of this Agreement Recipient shall maintain in force each insurance as noted below from an insurance company authorized to do business in the State of Oregon. Insurance shall be obtained at Recipient's own expense.

1. Required by DHS of Recipients with one or more workers, as defined by ORS 656.027.

Workers' Compensation: All employers, including Recipient, that employ subject workers who work under this Agreement, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide the Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subRecipients complies with these requirements.

2. Required by DHS Not required by DHS.

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$200,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Agreement. It shall provide that the State of Oregon, DHS and their divisions, officers and employees are Additional Insured but only with respect to the Recipient's services to be provided under this Agreement.

3. Required by DHS Not required by DHS.

Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$200,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the State of Oregon, DHS and its divisions, officers and employees are Additional Insureds but only with respect to the Recipient's services to be provided under this Agreement.

4. Required by DHS Not required by DHS.

Commercial Automobile Liability. If during the operation of the Program, Recipient provides transportation for and transports individuals in an automobile, Recipient shall obtain Commercial Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$200,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable. It shall provide that the State of Oregon, DHS and their divisions, officers and employees are Additional Insured but only with respect to the Recipient's services to be provided under this Agreement.

5. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Recipient or its insurer(s) to DHS.

6. Certificates of insurance. As evidence of the insurance coverages required by this Agreement, the Recipient shall furnish acceptable insurance certificates to DHS upon request. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Recipient shall be financially responsible for all pertinent deductibles, self-insured retentions or self-insurance, as applicable.

EXHIBIT D

Required Federal Terms & Conditions

Recipient shall comply with the federal laws, regulations and executive orders described in this Exhibit. For purposes of this Agreement, all references to federal laws, regulations, and executive orders are references to federal laws, regulations and executive orders as they may be amended from time to time.

1. Miscellaneous Federal Provisions

Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.

2. Equal Employment Opportunity

If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, EPA Regulations

If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. Energy Efficiency

Recipient shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 et seq. (Pub. L. 94-163).

- 5. Truth in Lobbying.** By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to Agreement under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or agreement recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature of legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in subsections (b) and (c) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

- h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. HIPAA Compliance:

As a Business Associate of a Covered Entity, DHS must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and DHS must also comply with OAR 125-055-0100 through OAR 125-055-0130 to the extent that any Work or obligations of DHS related to this Agreement are covered by HIPAA. Recipient shall determine if Recipient will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that Recipient will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, DHS as specified in the Agreement, Recipient shall comply and cause all subcontractors to comply with the following:

- a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Recipient and DHS for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that Recipient is performing functions, activities, or services for, or on behalf of DHS, in the performance of any Work required by this Agreement, Recipient shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate DHS Privacy Rules, OAR 407-014-0000 *et. seq.*, or DHS Notice of Privacy Practices. A copy of the most recent DHS Notice of Privacy Practices is posted on the DHS web site at: <https://apps.state.or.us/cf1/FORMS/> (as form #2090).
- b. Data Transactions Systems. If Recipient intends to exchange electronic data transactions with DHS or the Oregon Health Authority (OHA) in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Recipient shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.
- c. Consultation and Testing. If Recipient reasonably believes that the Recipient's or DHS' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Recipient shall promptly consult the DHS Information Security Office. Recipient or DHS may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the DHS testing schedule.
- d. Recipient and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.

7. Resource Conservation and Recovery

Recipient shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247.

8. Audits

- a. Recipient shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds including, but not limited, to OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.

9. Debarment and Suspension

In operation of the Program, Recipient shall not purchase goods or services from any person or entity if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Vendors and contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

10. Drug Free Workplace

Recipient shall comply and cause all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Recipient certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Recipient's workplace or while providing services to DHS clients. Recipient's notice shall specify the actions that will be taken by Recipient against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with

subparagraphs (i) through (vii) above; (ix) Neither Recipient, or any of Recipient's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Recipient or Recipient's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Recipient or Recipient's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of the Agreement.

11. Pro Children Act

Recipient shall comply with the Pro-Children Act of 1994 (codified at 20 USC section 6081 et. seq.).

12. Medicaid Services

Recipient shall comply with all applicable federal and state laws and regulations pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 USC Section 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 USC Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Recipient shall acknowledge Recipient's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 USC § 1396a(a)(68).

13. Agency-Based Voter Registration

If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

14. Disclosure.

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. Recipient shall make the disclosures required by this Section 14. to DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

15. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

16. ADA

Recipient shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance, and operation of any structures and facilities, and in the conduct of all programs, services and training included as part of the Program.