



DEPARTMENT OF JUSTICE
CRIME VICTIMS' SERVICES DIVISION

MEMORANDUM

DATE: July 2, 2015
TO: 2015-2016 Safer Futures Funding Recipients
FROM: Christine Heyen, Fund Coordinator

Attached is your agency's 2015-2016 Safer Futures Grant Agreement. Please download the entire document and have your authorized official sign the following pages:

- The final page of the Grant Agreement;
- Exhibit A – Certified Assurances;
- Exhibit B – Assurance of Compliance;
- Exhibit C – Single Audit Certification Letter
- Exhibit D – Subcontractor Insurance Requirements; and
- Exhibit E – Information Required by 2 CFR Subtitle B with Guidance at 2 CFR Part 200

Once the Grant Agreement and Exhibits are signed, if you haven't already please **change the application status in CVSD E-Grants to "Application Accepted"** and upload a copy of the entire signed Grant Agreement and Exhibits in the "Grantee Signed Grant Agreement" upload field on the "Grant Agreement Upload" page in your application in E-Grants.

Once the signed Grant Agreement and Exhibits have been uploaded, a copy of the Grant Agreement signed by both your authorized official and CVSD Director Shannon Sivell will be uploaded into E-Grants and the status of your application will be changed to "Grant Awarded." You will find the uploaded copy of your grant agreement under the "Agreement Upload" form on the Forms Menu of your application.

If you have any questions regarding this Agreement, please contact Christine Heyen, Fund Coordinator at 503-378-5303.



DEPARTMENT OF JUSTICE
Crime Victims' Services Division

SAFER FUTURES
FY 2015 GRANT AWARD

1. Grantee Agency's Name and Address:		2. Special Conditions: This grant project is approved subject to such conditions or limitations as set forth the attached Grant Agreement.	
		3. Statutory Authority for Grant: Pregnancy Assistance Fund: Support for Pregnant and Parenting Teens and Women of the federal Patient Protection and Affordable Care Act, PL 111-148	
4. Year 3 Award Number:	5. Year 3 Award Amount:	6. Year 3 Award Date:	
7. Year 3 Budget Period: August 1, 2015 – July 31, 2016		8. Year 3 Project Period: August 1, 2015 – July 31, 2016	
9. Type of Grantee Receiving Funds: Subrecipient		10. Grantee Indirect Cost Rate:	
11. Grantee Tax Identification Number:		12. Grantee DUNS Number:	
13. Six-Month Progress and Performance Measure Reports Due: February 28, 2015 August 31, 2015		14. Monthly Financial Reports Due: September 30, 2015 March 31, 2016 October 31, 2015 April 30, 2016 November 30, 2015 May 31, 2016 December 31, 2015 June 30, 2016 January 31, 2016 July 31, 2016 February, 28, 2016 August 31, 2016	
This award is contingent upon the Grantee agreeing to the terms of award for the grant entitled "Safer Futures Funding." The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award. For assistance on grant administration issues, please contact Christine Heyen at 503-378-5303 or Christine.p.heyen@doj.state.or.us .			

**OREGON DEPARTMENT OF JUSTICE
SAFER FUTURES FUNDING**

**GRANT AGREEMENT
SFF-C-2015-~~XXX-XXXX~~**

BETWEEN: State of Oregon, acting by and through (Grantor)
its Department of Justice,
1162 Court St. NE
Salem, Oregon 97301-4096
Facsimile Number: (503) 378-6974

AND: Program name and address (Grantee)

PROJECT START DATE: August 1, 2015

GRANT AWARD PROVISIONS

**SECTION 1
LEGAL BASIS OF AWARD**

Section 1.01 Legal Basis of Award. Pursuant to ORS 147.231 (1), Grantor is authorized to enter into a grant agreement and to make an award, from funds received under federal Pregnancy Assistance Fund, Support for Pregnant and Parenting Teens and Women of the federal Patient Protection and Affordable Care Act PL 111-148, Sections 10211-10214, to Grantee for the purposes set forth herein.

Section 1.02 Agreement Parties. This Agreement, hereafter referred to as “Agreement”, is between the Grantor and the forenamed Grantee.

Section 1.03 Effective Date. When all parties have duly executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective as of August 1, 2015.

Section 1.04 Agreement Documents. This Agreement consists of the following documents, which are listed in descending order of precedence and incorporated in this Agreement. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control.

- (a) This Agreement.
- (b) Exhibits A through E as described in Section 2.04(c).
- (c) The 2013-2017 Safer Futures Funding Request for Applications and any of its Amendments (“Request for Applications”).
- (d) Grantee’s Year 3 Non-Competing Continuation Application (the “Grantee’s Application” as defined in Section 2.01).

Section 1.05 Source of Funds. Payment for the Project will be from the Pregnancy Assistance Fund Program, **CFDA #93.500**, Grant Award #1-SP1AH000019-03 from the U.S. Department of Health and Human Services, Office of Adolescent Health for the amount of \$1,000,382 to the Oregon Department of Justice, Crime Victims’ Services Division. See Exhibit E for information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200 pertaining to this source of funds.

TERMS AND CONDITIONS

SECTION 2 GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum not to exceed amount of **\$0.00** from the Pregnancy Assistance Fund (the "Grant") to financially support and assist Grantee's implementation of the Safer Futures Funding Grant Program as described in (1) the Request for Applications as defined in Section 1.04, (2) the Grantee's Year 3 Non-Competing Continuation Application (the "Grantee's Application"), (3) the Project Narrative, Goals, Objectives, Logic Model and Work Plan of the Grantee's Application, the "Budget"; and (5) all supplemental documents submitted by Grantee to Grantor, all of which documents are incorporated herein by this reference and collectively referred to as the "Project".

Section 2.02. Grant Award and Performance Measures. In accordance with the terms and conditions of this Agreement, Grantee shall implement the Safer Futures Funding Grant Program as described in the Project.

Section 2.03. Disbursement of Grant Money. Subject to Sections 2.04, 2.05, and 2.06, Grantor shall reimburse Grantee for eligible expenses after Grantee submits Monthly Financial Reports in accordance with Section 5.06.

Section 2.04. Conditions Precedent to Each Disbursement. Grantor's obligation to disburse Grant money to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) Grantor has received sufficient federal funds under the Pregnancy Assistance Fund, to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (b) Grantor has received sufficient funding, appropriations, limitations, allotments and other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Grantor has received copies of the Certified Assurances, Assurance of Compliance, Single Audit Certification Letter, Subcontractor Insurance Requirements, and Information Required by 2 CFR Subtitle B with Guidance at 2 CFR Part 200 all in the forms attached hereto as **Exhibits A - E** respectively and incorporated herein by this reference, duly executed and delivered on behalf of Grantee by an authorized official of Grantee;
- (d) Grantee certifies insurance coverage in full force for the duration of this Agreement;
- (e) If Grantee expends \$500,000 or more in federal funds from all sources in a fiscal year beginning prior to December 26, 2014, Grantee has submitted the most recent single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133;
- (f) If Grantee expends \$750,000 or more in federal funds from all sources in a fiscal year beginning December 26, 2014 or later, Grantee has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F;
- (g) Grantee is current in all reporting requirements of all active or prior Safer Futures Funding grants through the Pregnancy Assistance Fund;

- (h) No default as described in Section 6.03 has occurred; and
- (i) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Supplemental Grant Agreement Conditions. If Grantee fails to satisfy any of the following conditions, Grantor may withhold disbursement. There are no supplemental grant agreement conditions at this time.

Section 2.06. Grant Availability Termination. The availability of Grant money under this Agreement and Grantor's obligation to disburse Grant money pursuant to Section 2.03 shall end on **October 31, 2016** (the "Availability Termination Date"). Grantor will not disburse any Grant money after the Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Grantor accepts Grantee's completed performance or on **August 31, 2016**, whichever date occurs last. Agreement termination shall not extinguish or prejudice Grantor's right to enforce this Agreement with respect to any default by Grantee that has not been cured.

SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee's use of the Grant money is limited to those expenditures necessary to implement the Project and that are eligible under applicable federal and State of Oregon law. Furthermore, Grantee's expenditure of Grant money must be in accordance with the Project Description and Budget set forth in the Grantee's Application. Grantee may re-direct grant funds between or among budget line items with prior approval from the Grantor. The maximum allocation described in Section 2.01 may only be allocated for Project costs incurred between August 1, 2015 and July 31, 2016.

Section 3.02. Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant money for indirect costs in excess of a federally-approved Negotiated Indirect Cost Rate as defined in 45 CFR 75.2, or for a *de minimis* indirect cost rate in excess of ten percent (10%) of the modified total direct costs (a *de minimus* indirect rate applies only if the Grantee has never had a federally approved Negotiated Indirect Cost Rate and the Grantee is not subject to other requirements); unallowable costs as listed in 45 CFR part 75, or to provide services to persons other than those described in Sections 2.01 and 5.06(b); or for any purpose prohibited by any provision of this Agreement, including but not limited to Exhibits A and B. Grantee shall not use the Grant money to retire any debt, to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement, to replace funds previously allocated by Grant for victim services, or to supplant funds received from any other Federal, State, or local program or any private sources of funds.

Section 3.03. Unexpended Grant Money. Any federal Grant money disbursed to Grantee, or any interest earned by Grantee on the federal Grant money, that is not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor. Grantee may, at its option, satisfy its obligation to return unexpended funds under this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor. If Grantee fails to return the amount of the unexpended funds within fifteen (15) days after the Availability Termination Date or the date this Agreement is terminated, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to any payment to Grantee from Grantor under this agreement and

any payment to Grantee from Grantor under any contract or agreement, present or future, between Grantor and Grantee.

SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01. Existence and Power. Grantee is a State of Oregon non-profit corporation duly organized, validly existing, and in good standing under the laws of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, any provision of Grantee's articles of incorporation or bylaws, or any provision of Grantee's charter or other organizational document and (c) 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 Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

SECTION 5 GRANTEE'S AGREEMENTS

Section 5.01. Project Commencement. Grantee shall cause the Project to be operational no later than 60 days from the date of this Agreement. If the Project is not operational by that date, Grantee must submit a letter to Grantor describing steps taken to initiate the Project, reasons for delay, and the expected Project Starting date. If the Project is not operational within 30 days of the date of this Agreement, the Grantee must submit a second letter explaining the additional delay in implementation. The Grantor may, after reviewing the circumstances, consider the Grantee in default in accordance with Section 6.03 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Project Completion. Grantee shall complete activities outlined in the Year Three budget no later than July 31, 2016; provided, however, that if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04(a) and (b) are not satisfied, the Grantee shall not be required to complete the Project.

Section 5.03. Federal Assurances and Certifications. Grantee will comply with all applicable federal requirements, including, but not limited to, those set forth in Section 5.10 and in Exhibits A – E attached hereto.

Section 5.04. Reserved.

Section 5.05. Safer Futures Funding Training Requirements.

- (a) Grantee shall ensure that Safer Futures funded staff providing direct services to victims of domestic and sexual violence, stalking and teen dating violence complete a 40-hour training program that most appropriately covers topics relevant to the Safer Futures funded staff position(s):
- (i) Attend training that meets the requirements adopted by the Department of Human Services (“DHS) Advisory Committee:
http://www.doj.state.or.us/victims/pdf/dvsa_training_requirements.pdf; or
 - (ii) Attend the Oregon Basic State Victim Assistance Academy (SVAA) training:
<http://www.oregonvictims.org/basic-svaa>; or
 - (iii) Attend the Sexual Assault Training Institute (SATI) training:
<http://oregonsatf.org/programs/training/>; or
 - (iv) Complete the Office for Victims of Crime (OVC) Victims Assistance Training *Online* (VAT *Online*) or a training program that minimally covers the topics included in VAT *Online*:
https://www.ovcttac.gov/views/TrainingMaterials/dspOnline_VATOnline.cfm; or
 - (v) Submit a 40-hour training plan for CVSD approval that covers topics relevant to the Safer Futures funded staff position(s), which may be derived from the DHS Advisory Committee adopted training requirements described in subsection (i) of this Section, SVAA described in subsection (ii) of this Section, SATI described in subsection (iii) of this Section, VAT *Online* described in subsection (iv) of this Section, and additional population-specific topics.
- (b) Safer Futures funded staff providing direct services are encouraged to attend the CVSD-sponsored Crime Victims Compensation Training at least once every four years.
- (c) Grantee shall notify CVSD when any staff training is completed by updating the Staff Roster in the CVSD web-based grant application and reporting system (“CVSD E-Grants”).
- (d) Grantee shall attend and participate in CVSD-sponsored training unless specific written permission excusing attendance has been obtained from CVSD. Specifically, Grantee shall attend and participate in the Annual Cohort Training, dates to be determined. All required training is described in the show help instructions of the Grantee’s Application in CVSD’s E-Grants System.

Section 5.06. Reporting and Other Funding Requirements.

- (a) Reporting. Grantee shall submit the following reports:
- (i) Financial Reports. Complete and accurate Monthly Financial Reports are due no later than the last day of the month following the month captured in the report and must be submitted through the CVSD E-Grants system;
 - (ii) Performance Measure Reports. Grantee will collect and report on federally required performance measures and those specified by CVSD. Complete and accurate Performance Measure Reports are due no later than February 28, 2016 (for August 1, 2015 to January 31, 2016) and August 31, 2016 (for February 1, 2016 to July 31, 2016) and must be submitted through the CVSD E-Grants system. Performance measures are designed to capture 1) participant demographics (e.g. age, gender, race, ethnicity), 2) output measures (e.g. number of participants served, services, referrals received/provided, consultations), and 3) capacity

building efforts (e.g. trainings). Grantee should use this performance measure data for its own continuous quality improvement.

- (iii) Progress Reports. Progress Reports are due no later than February 28, 2016 (for August 1, 2015 to January 31, 2016) and August 31, 2016 (for February 1, 2016 to July 31, 2016) and must be submitted through the CVSD E-Grants system. The Progress Report will include complete and accurate data on the performance measures specified in the Goals, Objectives, Logic Model and Work Plan of the Grantee's Application. The Progress Report is not a substitute for other specifically required reports. CVSD will review Progress Reports to assess program implementation and whether or not the project is achieving its intended outcomes as stated in the Grantee's Application.
- (iv) Sustainability Planning. Grantee will develop and maintain a sustainability plan which will address how the Grantee will continue services in the long term, build organizational capacity to develop and grow the project, maintain positive outcomes and secure future funding. Semi-annual updates to Grantee's sustainability plans are due no later than February 28, 2016 (for August 1, 2015 to January 31, 2016) and August 31, 2016 (for February 1, 2016 to July 31, 2016) and must be submitted through the CVSD E-Grants system.
- (b) Project Scope. Grantee will use the Safer Futures Funding only to provide authorized services to the population that is eligible to receive services: pregnant and parenting teens and women of any age who are pregnant at the time they become victims of intimate partner violence; and women of any age who were pregnant during the one year period before they became victims of intimate partner violence.
- (c) Collaboration. The Grantee shall establish strong collaborations and partnerships within the community to ensure the availability and success of the on-site advocacy services for pregnant and newly parenting teens and women.
- (d) Evaluation. Grantee agrees to distribute a survey to participants served by the Project with whom at least two contacts have been made. These surveys are confidential and are returned directly to CVSD by the participant using a business reply envelope addressed to CVSD. Contingent upon available funding, Grantee will participate in an evaluation conducted by Grantor as described in the Request for Applications. Such an evaluation, if funding becomes available, may include 1) an in-depth process evaluation to identify the key mechanisms and opportunities for improving the ability of the system to meet the needs of survivors, and 2) an outcome evaluation to document changes in knowledge, attitudes and beliefs as well as the impact on pregnant and parenting women and their children.
- (e) Medical Accuracy. The Grantee shall ensure that all program materials used in any activities are medically accurate and complete. The term "medically accurate and complete" means verified or supported by the weight of research conducted in compliance with accepted scientific methods and published in peer-reviewed journals, where applicable or comprising information that leading professional organizations and agencies with relevant expertise in the field recognize as accurate, objective, and complete.

Section 5.07. Procurement Standards. Grantee shall follow the same policies and procedures it uses for procurement from its non-Federal funds. Grantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law and standards, which includes, but is not limited to, 45 CFR 75.326 through .335.

Section 5.08. Confidentiality. In order to ensure the safety of adult, youth, and child victims of domestic

violence, dating violence, sexual assault, or stalking, Grantee shall protect the confidentiality and privacy of persons receiving services. Grantee shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee'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.

If release of information described in the previous paragraph is compelled by statutory or court mandate, Grantee shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and Grantee shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

Grantee 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.

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.

Grantee shall notify the Department promptly after receiving a request from the media for information regarding a recipient of services funded with Grant moneys.

Section 5.09. Criminal History Verification. Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

- (a) By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Grantee; or
- (b) As the employer, by contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or
- (c) By use of another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees,

potential employees or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

Grantee shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether based upon the conviction the person poses a risk to working safely with victims of crime. If Grantee intends to hire or retain the employee, potential employee or volunteer, Grantee shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant/employee/volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Grantee will place this explanation, along with the applicant/employee/volunteer's criminal history check, in the employee/volunteer personnel file for permanent retention.

Section 5.10. Maintenance, Retention and Access to Records; Audits.

- (a) Maintenance and Retention of Records. Grantee agrees to maintain accounting and fiscal records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of (1) the U.S. Department of Health and Human Services and the Office of the Comptroller General of the United States in accordance with 2 CFR Part 200 and 45 CFR Part 75; and (2) the Office of Management and Budget (OMB) Circular A-133 (if applicable), 2 CFR Subtitle B, 2 CFR Part 215, and 2 CFR Part 230. All fiscal records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this grant shall be retained by the Grantee for a minimum of six years following termination or expiration of this Agreement for purposes of State of Oregon or Federal examination and audit; provided, however, that if there is any audit issue, dispute, claim or litigation relating to this Agreement or the Award, Grantee shall retain and keep accessible the books of account and records until the audit issue, dispute, claim or litigation has been finally concluded or resolved. It is Grantee's responsibility to be apprised of and comply with U.S. Department of Health and Human Services (DHHS) and OMB records retention requirements.
- (b) Access to Records. The Oregon Department of Justice (DOJ), the DOJ Crime Victims' Services Division (CVSD), the Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), and the Department of Health and Human Services (HHS), or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- (c) Audits. If Grantee expends \$500,000 or more in federal funds (from all sources) in a fiscal year beginning prior to December 26, 2014, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. If Grantee expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, subpart F. Copies (electronic or URL address) of all audits must be submitted to CVSD within 30 days of completion. If Grantee expends less than \$500,000 in federal funds in a fiscal year beginning prior to December 26, 2014, or less than

\$750,000 in a fiscal year beginning on or after that date, Grantee is exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in subsection (b) of this Section.

- (d) Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 or 2 CFR Part 200, subpart F are unallowable. If Grantee did not expend \$500,000 or more in federal funds in a fiscal year beginning prior to December 26, 2014, or \$750,000 or more in federal funds in a fiscal year beginning on or after that date, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to this Grant.

Section 5.11. Compliance with Laws. Grantee shall comply with (and when required cause its subgrantees to comply with) all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant moneys and the activities financed with the Grant money. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with:

- (a) The Federal Funding Accountability and Transparency Act (FFATA) of 2006, including but not limited to the requirement that Grantee must have a Data Universal Numbering System (DUNS) number and maintain a current registration in the System for Award Management (SAM) database.
- (b) The laws outlined in the Certified Assurances (Exhibit A) and the Assurance of Compliance (Exhibit B).
- (c) The Requirements of Office of Management and Budget (OMB) 2 CFR Part 215, formerly known as Circular A-110 (Uniform Administrative Requirements For Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), and beginning December 26, 2014, the requirements of 2 CFR Subtitle B, relating to non-profit organizations;
- (d) All regulations and administrative rules established pursuant to the foregoing laws. Additional information specific to DHHS grants can be found here:
<http://www.hhs.gov/ash/oah/grants/forms-reference.html>.
- (e) Further, Grantee shall not retaliate against any individual for taking action or participating in action to secure rights protected by these laws and agrees to report any complaints, lawsuits, or findings from a federal or state court or a federal or state Administrative Agency regarding a civil rights finding.

Section 5.12. Assurances. The Grantee assures that it will:

- (a) Use Grant funds only to provide authorized services to pregnant and newly parenting women who are victims of intimate partner violence as described in Section 5.06, subsection (b);
- (b) Obtain prior approval from the Oregon Department of Justice, CVSD for:
 1. Redirection of funds in or out of the Personnel category; OR
 2. Movement of funds that totals more than \$500 in the Services and Supplies or Other Services categories; OR
 3. To add a budget category or line item that did not exist in the original budget; OR
 4. Delete an existing category.

SECTION 6

TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02. Termination by Either Party or by Grantor. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances: (a) Grantor fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) Grantor fails to receive sufficient federal or state funds to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) in accordance with Section 6.04.

Section 6.03. Default. Either party shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the Project, the expenditure of Grant money or the performance by Grantee is untrue in any material respect when made; or
- (c) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) 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 federal Bankruptcy Code (as now or hereafter in effect), or (viii) 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 Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee 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 (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04. Remedies Upon Default. If Grantee's default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor 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 Pregnancy Assistance Fund awards. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

SECTION 7 MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (or any other agency or department of the State of Oregon) and Grantee 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. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SAID COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSD E-Grants and no term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing.

Section 7.05. Subcontracts, Successors and Assignments.

- (a) Grantee shall not enter into any subcontracts for any of the Program activities required by this Agreement without Grantor's prior written consent. Grantee shall require any subcontractors to comply in writing with the terms and conditions of this Agreement and provide the same assurances as the Grantee must in its use of Federal funds, including but not limited to the insurance requirements described in Exhibit D. Grantor's consent to any subcontract shall not

relieve Grantee of any of its duties or obligations under this Agreement.

- (b) This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06. Entire Agreement. 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.

Section 7.07. Insurance. Grantee shall obtain at Grantee's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Grantor.

- (a) Workers' Compensation.

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

- (b) Comprehensive or Commercial General Liability Insurance.

Grantee shall obtain and maintain in effect comprehensive or commercial general liability insurance covering personal injury and property damage arising from the conduct and implementation of the Project (including contractual liability coverage for the indemnity provided in this Agreement) on an occurrence basis.

- (c) Automobile Liability Insurance.

If in the conduct and implementation of the Project, Grantee provides transportation for and/or transports individuals in automobiles, Grantee shall obtain and maintain in effect automobile liability insurance, including coverage for owned, hired or non-owned vehicles, as applicable.

- (d) Professional Liability Insurance.

If in the conduct and implementation of the Project, Grantee provides professional advice or services, Grantee shall obtain and maintain professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the performance of any professional services to be provided under this Agreement.

- (e) 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 Grantee or its insurer(s) to State of Oregon, Department of Justice, Crime Victims' Services Division.

- (f) "TAIL" COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) Grantee's completion and Grantor's acceptance of all Services required under this Agreement, or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Grantee elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described

above, then Grantee shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Grantee shall provide to Grantor, upon Grantor's request, certification of the coverage required under this section.

(g) Subcontractor Insurance Requirements.

Grantee shall require each of its first tier contractors that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Exhibit D, attached hereto and incorporated by reference herein, before the contractor performs under the contract between Grantee and the contractor (the "Subcontract"), and ii) maintain such insurance in full force throughout the duration of the Subcontract. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon and that is acceptable to Grantor. Grantee shall not authorize contractor to begin work under the Subcontract until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in each Subcontract permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing a stop work order (or the equivalent) until the insurance is in full force or terminating the Subcontract as permitted by the Subcontract, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.08. INDEMNITY. *Grantee shall defend, save, hold harmless, and indemnify the State of Oregon and Grantor and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature, including attorneys' fees, resulting from or arising out of, or relating to the activities of Grantee or its officers, employees, contractors, or agents under this Agreement.*

Grantee shall take all reasonable steps to cause each of its contractors that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses of any nature, including attorneys' fees, arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the gross negligence or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Section 7.09. False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

Section 7.10. Time is of the Essence. Grantee agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this

Agreement.

Section 7.11. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Money; Section 5.09, Maintenance, Retention and Access to Records; Audits; and Section 7, MISCELLANEOUS and any other provisions that by their terms are intended to survive.

Section 7.12. 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 this Agreement so executed shall constitute an original.

Section 7.13. Severability. 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 this Agreement did not contain the particular term or provision held to be invalid.

Section 7.14. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.15. Headings. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.16. No Third Party Beneficiaries. Grantor and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.



STATE OF OREGON

Acting by and through its Department of Justice

By: _____

Name: Shannon L. Sivell

Title: Director, Crime Victims' Services Division

Date: _____

GRANTEE

By: _____

Name: _____

Title: _____

Date: _____

CERTIFIED ASSURANCES

Grantee agrees to:

1. Submit reports, at such times, and in such form as may be prescribed by the Oregon Department of Justice, Crime Victims' Services Division (DOJ CVSD) for documenting the activities supported by the grant funds and for the assessment of the grant impact including semi-annual statistical and progress reports and monthly financial reports.
2. Cooperate with efforts of DOJ CVSD to collect data and report on the required Office of Adolescent Health Pregnancy Assistance Fund federal performance measures to assess program implementation and outcomes and to use data for continuous quality improvement. Grantees shall include the required Office of Management and Budget (OMB) Paperwork Reduction Act language on all data collection tools used to collect performance measure data.
3. Ensure that all staff funded by these grant funds attend and participate in all trainings required by DOJ CVSD.
4. Ensure that all program materials used in any activities are medically accurate and complete. The term "medically accurate and complete" means verified or supported by the weight of research conducted in compliance with accepted scientific methods and published in peer-reviewed journals, where applicable or compromising information that leading professional organizations or agencies with relevant expertise in the field recognize as accurate, objective, and complete.
5. Include with any products produced from grant supported activities such as publications, presentations, videos, power point presentations, etc. a statement saying "This publication or presentation was made possible by Grant #6-SP1AH000019-03-01 from the Office of Adolescent Health." Grantees must also include a disclaimer stating that "Contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department of Health and Human Services, the Office of Adolescent Health or the Oregon Department of Justice."
6. The HHS Office of the Secretary of Health plans to exercise the tangible property rights to copyrightable works and data afforded by 45 CFR Part 75.
7. Protect the confidentiality and privacy of persons receiving services in accordance with section 5.08 of the Grant Agreement. Confidentiality policies will be reviewed at the time of the in-person visit to the program by DOJ CVSD Victim Response Section staff.
8. Notify DOJ CVSD promptly after receiving a request from the media for information regarding a recipient of services funded with Grant moneys.
9. Grant funds shall supplement and not supplant funds received from any other Federal, State or local program or private source.
10. Provide for accounting, auditing and monitoring procedures and keep such records as prescribed in Federal regulations and state guidelines to assure fiscal control, proper management and efficient disbursement of grant funds. For fiscal years beginning prior to December 26, 2014, in accordance with the provisions of OMB Circular No. A-133 (Revised, June 27, 2003), "Audits of States, Local Governments, and Non-Profit Organizations," nonfederal entities that expend financial assistance of \$500,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Nonfederal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in Circular No. A-133. For fiscal years beginning on or after December 26, 2014, in accordance

with 2 CFR Subtitle B, nonfederal entities that expend financial assistance of \$750,000 or more in Federal awards will have a single or program-specific audit conducted for that year. Nonfederal entities that expend less than \$750,000 per year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR Subtitle B.

11. Comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006, including, but not limited to, acquisition and maintenance of a Data Universal Numbering System (DUNS) number and a current registration in the System for Award Management (SAM) database.
12. Comply with all applicable Federal statutes relating to nondiscrimination requirements and the regulations of the Department of Health and Human Services (45 CF.R. 1-199) which prohibit discrimination on the basis of race, color, national origin, sex, age, religion and disability. Those nondiscrimination laws and provisions include but are not limited to: the Federal statutes identified in Exhibit B: Assurance of Compliance; the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); and Ex. Order 13279 (equal protection of the laws for faith-based organizations and beneficiary protection from discrimination on the basis of religious belief) as well as their implementing Department of Human Services regulations found in 2 CFR Part 200 and 45 CFR Part 75. National origin discrimination includes discrimination on the basis of limited English. To ensure compliance with Title VI, Grantee is required to take reasonable steps to ensure that Limited English Proficient persons have meaningful access to its programs. Meaningful access may include providing language assistance services and oral and written translation where necessary. The U.S. Department of Human Services has issued guidance for its subrecipients to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov or by contacting the Office of Civil Rights for the U.S. Department of Health and Human Services at <http://www.hhs.gov/ocr/office/>.
13. Collect and maintain information on services as required (by race, sex, national origin, age and disability). In the event that a court or administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, disability, or age against Grantee after a due process hearing, Grantee must agree to forward a copy of the finding to the ODOJ Crime Victims' Services Divisions, 1162 Court St. NE, Salem, Oregon 97301-4096 and to the Office of Civil Rights, U.S. Department of Human Services, 200 Independence Ave. SW, Washington, D.C. 20201.
14. Grantee assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including Ex. Order 12372 (intergovernmental review of federal programs); and 28 CFR Parts 66 or 70 (administrative requirements for grants and cooperative agreements). The Grantee also specifically assures and certifies that it will comply with all terms and conditions outlined in their grant award, grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements (any references in the GPS to 45 CFR Part 74 or 92 are now replaced by 2 CFR Part 200 and 45 CFR Part 75), and requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts. The HHS Grants Policy Statement is available at: <http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf>. Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS awards are at 45 CFR Part 75 effective December 26, 2014.
15. In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, Grantee must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. "Same-sex spouses" means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. "Same-sex marriages" means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the

District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same sex marriage. By “marriage”, HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

16. Grantee shall comply with the Oregon Family Fairness Act, ORS 106.300 to 106.340, as applicable.
17. Division G, Title II, Consolidated and Further Continuing Appropriations Act, 2015 (Public Law 113-235)235 limits the use of funds from the HHS Office of the Assistant Secretary for Health (OASH) grant or cooperative agreement during the current budget period.

(1) Restriction on Distribution of Sterile Needles (Section 521) – “Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.”

(2) Salary Limitation (Section 203) – “None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.”

Effective January 11, 2015, the Salary Limitation is based upon the Executive Level II of the Federal Executive Pay Scale. That amount is \$183,300. For the purposes of the salary limitation, the direct salary is exclusive of fringe benefits and indirect costs. An individual's direct salary is not constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to the grant. A subrecipient may pay an individual's salary amount in excess of the salary cap with non-federal funds.

(3) Anti-Lobbying (Section 503) – “(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111– 148 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 Congress or any State or local legislature or legislative body, except in presentation to the 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, except in presentation to the executive branch of any State or local government itself. (b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract 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 Congress or any State government, State legislature or local legislature or 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. (c) The prohibitions in subsections (a) and (b) 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.”

(4) Gun Control (Section 218) – “None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.”

18. Trafficking in Persons. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

a. The following provisions are applicable to a subrecipient that is a private entity.

1. You as subrecipient under this award, and your employees, may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. Grantor or the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either
 - A. Associated with performance under this award; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented at 2 CFR part 376.

b. Provision applicable to recipient other than a private entity [not applicable, thus not shown here]

c. The following provisions are applicable to any subrecipient.

1. You must inform Grantor immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. The right of Grantor or the Federal awarding agency to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. Grantor must include the requirements of this paragraph a.1 of this award term in any subaward made to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or one of your subcontractors who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

19. Report Fraud, Abuse and Waste. The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Office of Inspector General, Department of Health and Human Services, Attn: OIG HOTLINE OPERATIONS, PO Box 23489, Washington, DC 20026, <https://forms.oig.hhs.gov/hotlineoperations/>, or 1-800-447-8477 (1-800-HHS-TIPS).
20. Grantee is hereby given notice that the 48 CFR section 3,908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) applies to this award.
21. If any activities under this project will involve human subjects in any research activities, the Grantee must provide satisfactory assurance of compliance with the participant protection requirement of the HHS Office of Human Research Protection (OHRP) prior to implementation of this grant. This assurance should be submitted to the OHRP in accordance with the appropriate regulations.

Certification: I certify that I am authorized to commit the Grantee to the above provisions. I have read and reviewed the above assurances and the Grantee will comply with all provisions of the Pregnancy Assistance Fund: Support for Pregnant and Parenting Teens and Women as authorized by Sections 10211-10214 of the Patient Protection and Affordable Care Act (Public Law 111-148) and all other applicable Federal laws.

Signature of Authorized Official

Date

Signature of Fiscal Officer

Date

ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975

The Grantee provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the U.S. Department of Health and Human Services. THE GRANTEE HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance from the Department.

2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance from the Department.

3. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Grantee receives Federal financial assistance from the Department.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance from the Department.

The Grantee agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Grantee, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Grantee by the Department, this assurance shall obligate the Grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Grantee for the period during which it retains ownership or possession of the property. The Grantee further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance. The person whose signature appears below is authorized to sign this assurance and commit the Grantee to the above provisions.

Date

U.S. Department of Health and Human Services
Office for Civil Rights
200 Independence Ave. S.W.
Washington, D.C. 20201

Form HHS-690
3/2011

Signature of Authorized Official

Name and Title of Authorized Official (please print or type)

Name of Organization Receiving Funding

Address

City, State, Zip Code

SINGLE AUDIT CERTIFICATION LETTER

July 1, 2015

Safer Futures - Grant # «Subgrant_Number»
 «Sal» «First_Name» «Last_Name»
 «Grantee_Legal_Name»
 «Mailing_Address»
 «City», «State» «Zip»

RE: Subrecipient Audit Requirements of OMB Circular A-133 (2 CFR Subtitle B for audits of fiscal years beginning on or after December 26, 2014) Grant Agreement between the Oregon Department of Justice and «Grantee_Legal_Name» for the period of August 1, 2015 – August 31, 2016 under the Safer Futures Grant Program Award/CFDA#93.500 / «_Amount_».

Dear «Sal» «First_Name» «Last_Name»,

The Oregon Department of Justice is subject to the requirements of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations* and 2 CFR Subtitle B. As such, the Oregon Department of Justice is required to monitor our subrecipients of federal awards and determine whether they have met the audit requirements and whether they are in compliance with federal laws and regulations. A copy of Circular A-133 can be found at the following web address:

http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf and a copy of 2 CFR Part 200, Subpart F can be found at the following web address: <http://www.ecfr.gov/cgi-bin/text-idx?SID=704835d27377ef5213a51c149de40cab&node=2:1.1.2.2.1&rgn=div5#2:1.1.2.2.1.6>

Accordingly, we are requesting that you check one of the following, provide all appropriate documentation regarding your organization’s compliance with the audit requirements (CVSD will only accept the URL address for your organization’s audit or an electronic copy), sign and date the letter and return this letter along with your Grant Agreement and Exhibits A, B, D, and E.

1. We have completed our single audit for our most recent fiscal year, ending _____. The URL address indicated below or an electronic copy of the audit report and a schedule of federal programs by major program have been provided. (If material exceptions were noted, the responses and corrective actions taken have also been provided.)

URL address for single Audit:

2. We expect our single audit for our most recent fiscal year, ending _____, to be completed by _____. The URL address or an electronic copy of our audit report and a schedule of federal programs by major program will be forwarded to the Oregon Department of Justice within 30 days of receipt of the report. (If material exceptions are noted, a copy of the responses and corrective actions taken will be included.)

3. We are not subject to the single audit requirement because:

_____ We are a for-profit organization.

_____ We expend less than \$500,000 in federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date.

_____ Other (please explain) _____

 Print Name of Fiscal Officer

 Title

 Signature of Fiscal Officer

 Date

SUBCONTRACTOR INSURANCE REQUIREMENTS

A. REQUIRED INSURANCE. Subcontractor shall obtain at Subcontractor's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Grantor.

i. **WORKERS COMPENSATION.** All employers, including Subcontractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

ii. **EMPLOYERS' LIABILITY.**

Required by Agency **Not required by Agency.**

If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

iii. **PROFESSIONAL LIABILITY**

Required by Agency **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides professional advice or services, Subcontract shall obtain and maintain Professional Liability Insurance in a form and with coverages that are satisfactory to the State covering any damages caused by an error, omission or any negligent acts related to the professional services to be provided under this Agreement.

iv. **COMMERCIAL GENERAL LIABILITY.**

Required by Agency **Not required by Agency.**

Subcontractor shall obtain and maintain Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis.

v. **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.**

Required by Agency **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides transportation for or transports individuals in automobiles, Subcontractor shall obtain and maintain Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

B. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Subcontractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, Subcontractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following Subcontractor's completion and Grantor's acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Subcontractor shall provide to Grantee or Grantor, upon Grantee or Grantor's request, certification of the coverage required under this Exhibit D.

D. CERTIFICATE(S) OF INSURANCE. Subcontractor shall provide to Grantee Certificate(s) of Insurance for all required insurance before performance required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any. **The Subcontractor shall immediately notify the Grantee of any material change in insurance coverage.**

Please address all correspondence to:
Oregon Department of Justice, CVSD; 1162 Court Street NE; Salem, OR 97301-4096

INFORMATION REQUIRED BY 2 CFR SUBTITLE B WITH GUIDANCE AT 2 CFR PART 200

Federal Award Identification for this Subaward

Recipient Name: Name of program

Recipient's Unique Entity Identifier (DUNS number):

Federal Award Identification Number (FAIN):

Federal Award Date:

Period of Performance: August 1, 2015 to July 31, 2016

Total Amount of Federal Funds Obligated by this Agreement: \$ _____ (*depends on grantee*)

Total Amount of Federal Award: \$1,000,382

CFDA Number and Name: #93.500. Pregnancy Assistance Fund Program: Support for Pregnant and Parenting Teens and Women.

Federal Award Project Description: The Oregon Department of Justice annually receives \$1,000,382 in federal Pregnancy Assistance Funds (PAF) from the Office of Adolescent Health, U.S. Department of Health and Human Services. Oregon's PAF Grant #1SP1AH000019 supports advocacy interventions on-site in Child Welfare offices, Public Health departments and local health care clinics for pregnant and newly parenting women who are victims of IPV. Safer Futures (Oregon's PAF Grant) supports seven projects located across the State of Oregon. Each project implements three main strategies for the work, including 1) intervention, accompaniment, and supportive services provided by an on-site advocate, 2) case consultation, provider training and technical assistance, and 3) capacity building efforts designed to sustain the project beyond the grant funding. Three projects share a focus on serving eligible women within Child Welfare systems (the Child Welfare Cohort) and four projects share a focus on serving eligible women within health care systems (the Health Care Cohort). For a full description of Safer Futures, visit http://www.doj.state.or.us/victims/pages/safer_futures.aspx.

Name of Federal Award Agency: U.S. Department of Health and Human Services, Office of the Assistant Secretary for Health, Office of Adolescent Health

Contact Information for Awarding Official: Nicole Bennett, 1101 Wootton Pkwy, Suite 700, Rockville, MD 20852-1059; Phone: (240) 276-8896