

January 7, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Sub-Recipient Agreement with Clackamas Women’s Services
for Advocacy Services in Rural Clackamas County

| | |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Purpose/Outcomes | This contract provides for advocacy services for victims of domestic, sexual and stalking violence in rural areas of the county. |
| Dollar Amount and Fiscal Impact | \$62,348. |
| Funding Source | Office of Violence Against Women Rural Grant |
| Safety Impact | N/A |
| Duration | Effective October 1, 2015 and terminates on September 30, 2016 |
| Previous Board Action | N/A |
| Strategic Plan Alignment | 1. Individuals and families in need are healthy and safe and increased self-sufficiency for our clients 2. Ensures safe, healthy and secure communities |
| Contact Person | Tiffany Hicks |
| Contract No. | 7456 |

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract with Clackamas Women’s Services advocacy services in rural Clackamas County. Services to be provided under this contract include: advocacy, resource referral, and safety planning and crisis intervention for victims of domestic, sexual and stalking violence.

This Agreement has been reviewed and approved by County Counsel. It is effective retroactive from October 1, 2015 through September 30, 2016. The retroactive status is due to continued negotiations and County review process that started prior to recommended start date. No County funds are being used for this Agreement.

RECOMMENDATION:

Staff recommends the Board approval of this subrecipient agreement and authorizes Richard Swift, Health Housing and Human Services Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 16-024**

Project Name: ***OVW Rural Domestic Violence Advocacy Services***

Project Number: ***N/A***

This Agreement is between **Clackamas County**, Oregon, acting by and through its Department of H3S – Children, Youth & Families Division (COUNTY) and **Clackamas Women’s Services**, an Oregon Nonprofit Organization (SUBRECIPIENT).

Clackamas County Data

Grant Accountant: ***Judy Anderson-Smith***

Program Manager: ***Tiffany Hicks***

Clackamas County – Finance
2051 Kaen Road
Oregon City, OR 97045
503-742-5422
Jsmith2@co.clackamas.or.us

Clackamas County – Children, Youth & Families Division
2051 Kaen Rd.
Oregon City, OR 97045
503-722-6867
thicks@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: ***Melissa Erlbaum***

Program Representative: ***Amy Doud***

Clackamas Women’s Services
256 Warner Milne Rd
Oregon City, OR 97045
503-557-5810 (Melissa)
503-655-8600 (Stephanie)
Email: melissae@cwsor.org

Clackamas Women’s Services
256 Warner Milne Rd
Oregon City, OR 97045
503-654-2807
Email: amyd@cwsor.org

DUNS: 959059759

RECITALS

1. Clackamas Women’s Services (“SUBRECIPIENT”) assists individuals and families affected by domestic violence and/or sexual assault. Their approach to serving the community is based on the principle that all human beings have the right to live in a safe and healthy environment, free of threats, sexual harassment and all types of abuse in their lives. Clackamas Women’s Services believes that violence is a result of attitudes, power and control, and that violence results when people unjustly exercise power over others. Therefore, all oppressive behaviors must be simultaneously addressed. To that end, Clackamas Women’s Services works to ensure that individuals and families have equal access to community resources and they provide support, advocacy and opportunity for self-empowerment, assisting survivors to exercise free and informed life choices free of violence and oppression.
2. Clackamas County (“COUNTY”) desires to have its citizens share in the benefits of SUBRECIPIENT resources to enhance victim safety in cases of domestic violence, dating violence, sexual assault, and stalking in rural areas by encouraging collaborative partnerships among criminal justice agencies, victim service providers and community organizations to respond to these crimes. In addition, the program supports provisions of services to the victims of such violence and encourages communities to work in coordination to develop education and prevention strategies directed towards these issues.

3. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of the **October 1, 2015** and shall expire on **September 30, 2016**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to perform the Project in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of Federal Award (Award #: 2013-WR-AX-0031, award date: 9/19/2013) that is the source of the grant funding, in addition to compliance with requirements of Title 28 of the *Code of Federal Regulations* (CFR), Part 90. A copy of this grant award has been provided to SUBRECIPIENT by the COUNTY, which is attached to and made a part of this Agreement by this reference.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **OVW FY 2013 Rural Sexual Assault, Domestic Violence, Dating Violence, and Stalking Assistance Program (Catalogue of Federal Domestic Assistance [CFDA] #: 16.589)** issued to the COUNTY by the U.S. Department of Justice Office on Violence Against Women (Federal Award Identification #2013-WR-AX-0031). The maximum, not to exceed, grant amount that the COUNTY will pay is **\$62,348**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that \$1,000,000 in Federal Funds have been obligated to COUNTY on this award and further certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the current fiscal year budget. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this Agreement.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
 - c) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - d) **Match.** Matching funds are not required for this Agreement.
 - e) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
 - f) **Indirect Cost Recovery.** SUBRECIPIENT has negotiated a federally-authorized indirect cost rate of **14.4% of salaries and wages**, which is incorporated by reference into the SUBRECIPIENT program budget in Exhibit B. SUBRECIPIENT has provided COUNTY with a copy of this rate agreement (cognizant agency: Department of Justice).
 - g) **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
 - h) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
 - i) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E and E-1 for each period (monthly, quarterly, and final) during the term of this Agreement.
 - j) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Reimbursement Request on a monthly basis.
 - k) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F), performance (Exhibits E & E.1), and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this Agreement.

- l) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- m) **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- n) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the *Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- o) **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <http://harvester.census.gov/sac/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- p) **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- q) **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or

applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.

- r) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OVW Rural Grant #2013-WR-AX0031, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- s) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by Office on Violence Against Women.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$100,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for

the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) The SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related

to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
 - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
 - 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been

received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

- 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
 - 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
 - e) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
 - f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
 - g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
 - h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
 - i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
 - j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
 - k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
 - l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

Clackamas Women's Services

By: _____
Chair

By: 
Melissa Erlbaum, Executive Director

By: _____
Recording Secretary

Dated: 12/28/15

Dated: _____

Approved to Form

By: 
County Counsel

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Monthly/Quarterly/Final Performance Report
- Exhibit E.1: Work Plan Reporting Form
- Exhibit F: Final Financial Report
- Exhibit G: 2013-WR-AX-0031 Special Conditions

EXHIBIT A: STATEMENT OF PROGRAM OBJECTIVES

| | |
|-----------------------------------------------------------------------------------------------------|--------------------------|
| PROJECT NAME: Sexual Assault, Domestic Violence, Dating Violence and Stalking Rural Advocacy | AGREEMENT #16-024 |
| SUBRECIPIENT: Clackamas Women's Services | |

BACKGROUND

The Department of Justice Office on Violence Against Women Rural Domestic Violence, Dating Violence, Sexual Assault, and Stalking Assistance Program implements certain provisions of the Violence Against Women Act, which was enacted in September 1994 as Title IV of the Violent Crime Control and Law Enforcement Act of 1994; reauthorized through the Violence Against Women Act of 2000 and again through the Violence Against Women and Department of Justice Reauthorization Act of 2005. Rural program grant funds are used to support programs that:

- Identify, assess, and appropriately respond to child, youth, and adult victims of domestic violence, dating violence, sexual assault and stalking in rural communities by encouraging collaboration among domestic violence, dating violence, sexual assault, and stalking victim service providers, law enforcement, prosecutors, courts, other criminal justice service providers, human and community services providers, educational institutions, and health care providers
- Establish and expand nonprofit, nongovernmental, State, Tribal territorial, and local government victim services in rural communities
- Increase the safety and well-being of women and children in rural communities by dealing directly and immediately with domestic violence, dating violence, sexual assault and stalking occurring in rural communities
- Creating and implementing strategies to increase awareness and prevent domestic violence, dating violence, sexual assault, and stalking.

PROJECT

Through this project, Clackamas Women's Services will employ 1.0 FTE advocate to provide services and support to a minimum of 40 unduplicated rural victims of domestic violence, dating violence, sexual assault, and stalking.

The advocate will provide ongoing support to rural victims including:

- Crisis intervention
- Lethality protocol follow-ups
- Short and long term safety planning,
- Information & referrals
- Advocacy and ongoing emotional support

The Advocate will conduct a minimum of 4 Community Presentations or Outreach Events related to domestic violence stalking and sexual assault outreach and awareness of available services. Presentations will take place throughout rural Clackamas County with at least one in each of the following locations: Canby, Molalla, Estacada and Sandy.

EXHIBIT B
CLACKAMAS WOMEN'S SERVICES PROGRAM BUDGET

| | |
|-------------------------|------------------------------------------------------|
| Organization: | <i>Clackamas Women's Services</i> |
| Service: | <i>OVW Rural Domestic Violence Advocacy Services</i> |
| Program Contact: | <i>Amy Doud</i> |
| Date: | <i>10/1/2015 - 9/30/2016</i> |

| <i>Category</i> | <i>Approved Grant Amount</i> | <i>Required Match</i> | <i>Approved Total</i> |
|--------------------------------------------------------------------------|----------------------------------|---------------------------|-----------------------|
| Personnel (List salary, FTE & Fringe costs for each position) | | | |
| 1.0 FTE Rural Advocate | \$ 33,280.00 | | \$ 33,280.00 |
| 1.0 Rural Advocate Fringe | \$ 8,071.00 | | \$ 8,071.00 |
| .10 FTE Program Manager | \$ 6,200.00 | | \$ 6,200.00 |
| | | | |
| Total Personnel Services | \$ 47,551.00 | | \$ 47,551.00 |
| Travel | | | |
| Mileage | \$ 1,920.00 | | \$ 1,920.00 |
| | | | |
| Other | | | |
| Client Aid | \$ 5,500.00 | | \$ 5,500.00 |
| Rent/Occupancy | \$ 1,692.00 | | \$ 1,692.00 |
| | | | |
| | | | |
| Total Program Costs | \$ 9,112.00 | | \$ 9,112.00 |
| Indirect Costs (14.1% of Salaries/Wages) | \$ 5,685.00 | | \$ 5,685.00 |
| Total Grant Costs | \$ 62,348.00 | | \$ 62,348.00 |

EXHIBIT C: CONGRESSIONAL LOBBYING CERTIFICATE

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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.

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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

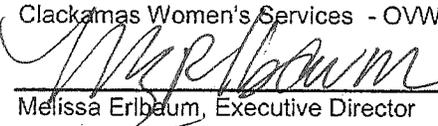
The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

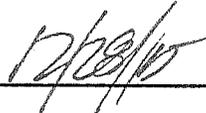
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Clackamas Women's Services - OVW Rural Advocacy


Melissa Erlbaum, Executive Director



Signature

Date

Exhibit D REQUEST FOR REIMBURSEMENT

Note: This form derives from the approved budget in your grant Agreement.
All expenditures must have adequate supporting documentation.

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subrecipient: <u>Clackamas Women's Services</u> Address: <u>256 Warner Milne Rd.</u> <u>Oregon City, OR 97045</u> Contact Person: <u>Melissa Erlbaum</u> Phone Number: <u>503-557-5810</u> E-mail: <u>mellisae@cwsor.org</u> | Grant Number: <u>16-024</u> Report Period: _____ Contract #: _____ Federal Award #: <u>2013-WR-AX-0031</u> CFDA(s): <u>16.589</u> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Budget Category | Budget | Current Draw Request | Previously Requested | Balance |
|------------------------------------|-------------|----------------------|----------------------|-------------|
| | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - |
| Total Grant Funds Requested | \$ - | \$ - | \$ - | \$ - |

Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Prepared by: _____
Authorized Signer: _____
Date: _____

Department Review

Project Officer Name: _____
Department: _____
Signature: _____ **Date:** _____

EXHIBIT E: MONTHLY OR QUARTERLY AND FINAL PERFORMANCE REPORT

| | |
|--------------------------------------------------------------------------------------------------------|--------------------------|
| PROJECT NAME: Sexual Assault, Domestic Violence, Dating Violence and Stalking Rural Advocacy | AGREEMENT #16-024 |
| SUBRECIPIENT: Clackamas Women's Services | |

PERFORMANCE REPORTING

1. The SUBRECIPIENT must submit a **quarterly** Performance Report, to the Clackamas County Program Manager, no later the 15th day of the month following the end of the calendar quarter, reporting on the measures described in **Exhibit E.1 Work Plan and Quarterly Report**.
2. The SUBRECIPIENT must submit a Final Performance Report no later than October 15, 2016. All reports must be submitted in the format shown in **Exhibit E.1 Work Plan and Quarterly Report**. The reports should be submitted electronically to Tiffany Hicks (thicks@clackamas.us).
 - A comparison of actual accomplishments to the outputs /outcomes established in the Program description above for the period. The Final Performance Report should cover the entire program period.
 - The reasons for slippages if established outputs/outcomes were not met.
 - Other pertinent information on the progress of the Project.

In addition to the Annual Performance Reports, the Subrecipient must notify Clackamas County Program Manager of developments that have a significant impact on the grant supported activities. The Subrecipient must inform Clackamas County Project Officer as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

Clackamas County Department of Children, Youth & Families

Exhibit E.1: Work Plan and Quarterly Report

Provider: Clackamas Women's Services

Activity: **Sexual Assault, Domestic Violence, Dating
Violence and Stalking Rural Advocacy**

Contact: Melissa Erlbaum, Executive Director

Contract Period: October 1, 2015—September 30, 2016

| Activities/Outputs | Intermediate Outcomes/Measurement Tool | | Oct-Dec | Jan-Mar | Apr-Jun | Jul-Sep | Total |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------|---------|---------|-------|
| Provide 1.0 FTE advocate to work exclusively with a minimum of 40 rural victims of domestic violence, dating violence, sexual assault, and stalking through Lethality Assessment Protocol follow-up with Protective Order advocacy. The advocate will | <p>90% of all rural survivors requesting services will report:</p> <ul style="list-style-type: none"> • They have developed or understand how to develop a basic short/long term safety plan • Increased knowledge/awareness of resources to support their life in a violence-free environment • The requested services met their needs <p>100% of victims who receive safety planning services will be informed about the protective order process. <i>If not appropriate, provide an explanation in the narrative.</i></p> | <p># of victims receiving requested services</p> <p># of victims seeking services who were partially served</p> <p># of victims seeking services who were not served</p> <p>% of victims receiving requested services</p> <p># of victims requesting protective orders</p> <p># of victims receiving assistance filing protection orders</p> <p># of protection orders granted</p> <p># of victims reporting increased knowledge (safety planning) and awareness of resources to support their life in a violence-free environment</p> | | | | | |

| | | | | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|
| provide ongoing support; including crisis intervention, lethality protocol follow-ups, short and long term safety planning, information & referrals, advocacy and ongoing emotional support to 40 unduplicated rural victims | 100% of victims seeking a protective order will receive support in filing for the order. <i>If request is denied, provide an explanation in the narrative as to why not appropriate</i> Measurement Tool(s): Personal response (self- disclosure) and Surveys will be used to measure the effectiveness of the advocacy support, community referrals and knowledge provided that the survivors utilized to assist them in keeping themselves and their children safe and living in an abuse free environment. | % of victims reporting increased knowledge (safety planning) and awareness of resources to support their life in a violence-free environment | | | | | |
| | | # of victims reporting that services met their needs | | | | | |
| | | % of victims reporting that services met their needs | | | | | |

| | | | | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|--|--|--|--|--|
| Advocate will regularly attend Rural Domestic Violence Collaborative meetings (as scheduled) | 90% participation at the RDVC meetings. | % participation at RDVC mtgs. | | | | | |
| CWS will work with local law enforcement on all LAP calls from the rural areas | 95% of LAP calls from rural areas where the victim screens in according to the protocol will receive crisis line support from a CWS advocate | # of rural LAP calls where the victim screens in | | | | | |
| | | % of victims screened in receiving crisis line support | | | | | |
| Advocate will promote rural services through community outreach, tabling at events and providing educational presentations in rural | Outreach needs to be emphasized in targeted communities of Canby, Molalla, Estacada and Sandy respectively, with at least one activity in each community. | Number of Tabling Activities/Community | | | | | |
| | | Number of people reached (estimate) | | | | | |

| | | | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|--|--|--|--|--|
| Clackamas County. | | Number of Presentations/Community | | | | | |
| <p>CWS will provide emergency basic needs funds to 25 rural participants who screen in through the LAP.</p> <p>This would include: emergency motel vouchers, transportation assistance, etc.</p> | <p>85% of participants receiving emergency basic needs funds will report an immediate need met</p> | # participants receiving emergency basic needs funds | | | | | |
| <p>By June 30, 2015, CWS will provide crisis support to 75 rural individuals. Families will receive crisis support, safety planning, assistance with restraining orders,</p> | <p>85% of rural crisis support participants will report that after working with this agency, they know more about available resources and how to access them to stay safe</p> | # of victims receiving requested services | | | | | |
| | | # of victims seeking services who were partially served | | | | | |
| | | # of victims seeking services who were not served | | | | | |
| | | % of victims receiving requested services | | | | | |
| | | # of victims requesting protective orders | | | | | |
| | | # of victims receiving assistance filing protection orders | | | | | |

| | | | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|
| parenting education, family violence information and support, and access to other CWS and community services, education and support. | | # of protection orders granted | | | | | |
| | | # of victims reporting increased knowledge (safety planning) and awareness of resources to support their life in a violence-free environment | | | | | |
| | | % of victims reporting increased knowledge (safety planning) and awareness of resources to support their life in a violence-free environment | | | | | |
| | | # of victims reporting that services met their needs | | | | | |
| CWS will fill out the OVW semi-annual rural reporting form and submit to CYF by January 15 th and July 15 th of each year. | | | | | | | |

* The advocate missed one meeting this quarter however, there was representation from CWS at the meeting.

EXHIBIT E.1 – cont'd
Children, Youth & Families Division
Work Plan October 2015 – September 2016
Comments and Narrative

October-December Narrative:

Explanation of victims partially or not served:

Explanation of why a request for assistance to file a protective order was not appropriate:

Support services provided:

Referrals to which agencies/resources:

Success story:

January-March Narrative:

Explanation of victims partially or not served:

Explanation of why a request for assistance to file a protective order was not appropriate:

Support services provided:

Referrals to which agencies/resources:

Success story:

April-June Narrative:

Explanation of victims partially or not served:

Explanation of why a request for assistance to file a protective order was not appropriate:

Support services provided:

Referrals to which agencies/resources:

Success story:

July-September Narrative:

Explanation of victims partially or not served:

Explanation of why a request for assistance to file a protective order was not appropriate:

Support services provided:

Referrals to which agencies/resources:

Success story:

EXHIBIT F: FINAL FINANCIAL REPORT

| | |
|-------------------------------------------------------------------------|----------------------------|
| Project Name: OVW Rural Domestic Violence Advocacy Services | Agreement #: 16-024 |
| Federal Award #: 2013-WR-AX-0031 | Date of Submission: |
| Subrecipient: Clackamas Women's Services | |
| Has Subrecipient submitted all requests for reimbursement? Y/N | |
| Has Subrecipient met all programmatic closeout requirements? Y/N | |

Final Financial Report

Report of Funds received, expended,
and reported as match (if applicable)
under this agreement

| | |
|---------------------------------------------------------------------------|--|
| Total Federal Funds authorized on this agreement: | |
| Year-to-Date Federal Funds requested for reimbursement on this agreement: | |
| Total Federal Funds received on this agreement: | |
| Total match reported on this agreement (if required): | |
| Balance of unexpended Federal Funds (Line 1 minus Line 2): | |

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

Subrecipient's Certifying Official's telephone: _____