Community Dispute Resolution Programs

2013-2015 Grant Agreement

I. PARTIES

1. State Board of Higher Education acting by and through the University of Oregon on behalf of the University of Oregon School of Law (“Grantor”); and

2. ________________________________ (“Grant Recipient”).

II. RECITALS

1. Grantor is authorized to enter into agreements and disburse funds for the purpose of supporting community dispute resolution services pursuant to ORS 36.155.

2. Grant Recipient requests financial assistance to support community dispute resolution services and has met the requirements of Oregon Administrative Rules (OAR) Chapter 571, Division 100, “Rules Governing the Community Dispute Resolution Program.”

3. While funding for the Community Dispute Resolution Program, for the grant period of 2013 through 2015 has been tentatively determined, the amount of available grant funds may be reduced in the final state budget.

4. The parties acknowledge that this Agreement may be amended based on the final amount of available grant funds appropriated in the state budget.

III. AGREEMENTS

1. Purpose
   This Agreement is entered into by the parties for the purpose of providing financial support to Grant Recipient to provide community dispute resolution services as set forth in the Statement of Work, Exhibit C, incorporated herein.

2. Statement of Work
   Grant Recipient shall provide community dispute resolution services as set forth in the Statement of Work in Exhibit C. Changes to the Statement of Work in Exhibit C shall be submitted to Grantor for prior approval and may be made only as provided in Paragraph III.12 of this Agreement.

3. Use of Project Funds
   Grant Recipient shall use the funds provided by this Agreement for the provision of community dispute resolution services described in Exhibit C and shall expend these funds in accordance with the budget shown in Exhibits A and B, incorporated herein. Any significant changes (25% or more of total amount) in the Other Revenue or In-Kind Donations of the program’s budget shall be submitted to Grantor for its approval within six (6) months of the change.
4. Grant Amount, Payment Schedule, Eligibility of Expenses, and Term of Agreement
   a. The maximum consideration for this Agreement is $_______ ("Grant"). The initial payment will be made upon successful execution of this Agreement, after disbursement of funds to Grantor. Subsequent payments are based on substantial compliance with grant requirements, as described in Exhibit D (Payment and Report Schedule), as well as Grantor’s continued receipt of funding through appropriations from the Oregon Legislative Assembly. All payments are subject to approval by Grantor.
   b. Payments shall be made to Grant Recipient according to the payment and report schedule in Exhibit D, incorporated herein.
   c. In the event that the Oregon Legislative Assembly does not provide sufficient appropriations to allow Grantor to fund the Program at the level initially agreed to, the parties may agree to modify this Agreement to reflect a reduction in available funds, as an alternative to Termination (See §14, below).
   d. The term of this Agreement shall begin July 1, 2013, or the date upon which it has been executed by all of the parties, whichever is later, and shall terminate on June 30, 2015 (Availability Termination Date). Failure to provide services as described in the Statement of Work (Exhibit C), submit timely and accurate progress reports as described in the payment and reporting schedule (Exhibit D), and/or stay in compliance with Grantor’s requirements shall constitute grounds for termination of this Agreement.

5. Submission of Reports
   a. Grant Recipient shall submit progress reports in accordance with the payment and report schedule in Exhibit D. Reports shall be submitted in the format prescribed by Grantor and shall address the activities outlined in the Statement of Work. Grant Recipient’s Executive Director and Board President shall certify the authenticity of financial reports by signature. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of the Agreement by Grantor in its sole discretion.
   b. Grant Recipient shall submit annual reports of the activities outlined in the Statement of Work in a format prescribed by Grantor. Grant Recipient’s Executive Director and Board President shall certify the authenticity of financial reports by signature. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of this Agreement by Grantor in its sole discretion.
   c. Grantees must establish and maintain an effective internal control structure. This should include policies, procedures, and processes to both prevent misuse of program assets and detect any misuse should it occur. Documentation of these policies, procedures, and process may be requested by and provided to the Grantor at any time. Resources to assist with the development of an Internal Control structure are available from the Oregon University System Internal Audit Division (http://www.ous.edu/dept/intaudit/res) and the Oregon State Controller’s Division (http://www.oregon.gov/das/cfo/sars/pages/internal_controls.aspx).
d. Within ninety days of the termination of this Agreement, the Grant Recipient shall submit to Grantor a final financial report of revenues and expenses on forms provided by Grantor, attached as Exhibits A and B, and a copy of the completed financial compilation, review, or audit (per Section E6c of the 2013-2015 approved grant application).

6. Compliance with Applicable Law

Grant Recipient shall comply with all federal, state and local laws, codes, regulations, executive orders and ordinances applicable to the work under this Agreement including the relevant provisions of OAR Chapter 571, Division 100. Without limiting the generality of the foregoing, Grant Recipient expressly agrees to comply with the following as applicable: (i) Title 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 Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A, as amended; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. In addition, Grant Recipient, and employees and contractors of Grant Recipient, shall comply with ORS Chapter 244, including that they shall not use this Agreement or work performed under this Agreement to obtain financial gain or avoid financial detriment in the manner prohibited by ORS 244.040.

7. Assignment

Grant Recipient shall not assign or transfer its interest in this Agreement without the express written consent of Grantor. If the Oregon Legislative Assembly creates a successor agency to Grantor, or transfers Grantor's duties under this Agreement to another agency, this Agreement shall be assigned to that successor agency.

8. Diverse Work Force

Grant Recipient will attempt to create a diverse work force and volunteer staff.

9. Dual Payment

Grant Recipient shall not be compensated for work performed under this Agreement by any other department, instrumentality, agency, or entity of the State of Oregon, federal agency, private organization or individual.

10. Recovery of Grant Monies

Any grant monies disbursed to Grant Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement (“Misexpended Funds”) on the earlier of termination of this Agreement or the Availability Termination Date must be returned to Grantor. Recipient shall return all Misexpended Funds to Grantor promptly after Grantor's written demand and no later than 15 days after Grantor's written demand. If, after the Availability Termination Date, there are any unexpended funds remaining, Grant Recipient agrees to apply for a no-cost extension. Grantor will approve such an extension in its sole discretion, based in part upon a determination of whether or not Grant Recipient has been in substantial compliance with the terms of this Agreement.
11. **Ownership of Work Product**

All work product of the Grant Recipient, that is not confidential as a result of being part of a mediation, is owned by the Grant Recipient; however, copies shall be provided to Grantor upon request.

12. **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.

13. **Program Compliance**

   a. Per OAR 571-100-0110, in the event that Grantor determines that the Grant Recipient is not in substantial compliance with the terms of its Agreement, the Grant Recipient shall be required to come into compliance within a reasonable amount of time as determined by Grantor. If the program continues to be out of compliance, Grantor shall provide written notice to the program and the county that specifies the areas of non-compliance and requires substantial compliance within 30 days. After the 30 day period, Grantor shall take such steps as deemed necessary or advisable by Grantor, including but not limited to requiring the Grant Recipient to participate in a form of alternative dispute resolution or terminating the Agreement. The State of Oregon, the State Board of Higher Education, the University, the Dean, and their agents and employees shall have no liability to a Grant Recipient for any actions taken under OAR 571-100-0110.

   b. The rights and remedies of Grantor provided in paragraph III.13.a, above, related to program compliance by the Grant Recipient shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

14. **Termination**

   a. This Agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class mail or in person.

   b. Grantor may terminate this Agreement effective upon delivery of written notice to the Grant Recipient or at such later date as may be established by Grantor under any of the following conditions:

      (1) If the Grant Recipient fails to perform the terms of the Agreement, fails to provide reports on time, or fails to make satisfactory progress toward compliance with Grantor program regulations.

      (2) If funds are not obtained and continued, or if the Oregon Legislative Assembly does not provide sufficient appropriations, limitations or other expenditure authority to allow Grantor, in the reasonable exercise of its administrative discretion, to fund the program as provided in Section III.4.a. of this Agreement.
(3) If state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for funding under the Agreement.

(4) Grant Recipient commits any intentional act prohibited by state or federal law.

c. In the event of termination of this Agreement, Grant Recipient shall immediately return to Grantor all funds received under this Agreement which have not been previously expended to provide community dispute resolution services as set forth in the Statement of Work.

d. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

15. **Force Majeure**
Grant Recipient shall not be held responsible for delay or default caused by fire, riot, acts of God, or war, which was beyond the Grant Recipient's reasonable control.

16. **Waiver**
The failure of Grantor to enforce any provision of this Agreement shall not constitute a waiver by Grantor of that or any other provision.

17. **Record Keeping**
Grant Recipient shall permit Grantor, the Secretary of State of the State of Oregon, or their authorized representatives, upon reasonable notice, to inspect and audit the books, records, and accounts of the Grant Recipient relating to the program. Further, Grant Recipient agrees to maintain all required records for at least three years after Grantor's final payment and all other pending matters have been resolved. Grant Recipient acknowledges that it is subject to audit by the Secretary of State pursuant to ORS chapter 297.

18. **Hold Harmless**
Grant Recipient shall save, hold harmless, and indemnify the State of Oregon, Grantor, and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Grant Recipient or its officers, employees, subcontractors, or agents under this Agreement. Grant Recipient shall not be liable for negligent acts or omissions of the State of Oregon, Grantor, its employees, or representatives. This provision is applicable to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act.

Nothing in this Agreement shall be construed to make the Grant Recipient an officer, employee or agent of the State of Oregon.

19. **Grant Recipient's Authorization**
This Agreement shall be executed by those officials authorized to execute the Agreement on the Grant Recipient's behalf. In the event Grant Recipient's governing body delegates signature of the Agreement, Grant Recipient shall attach to this
Agreement a copy of the motion or resolution that authorizes the officials to execute this Agreement, and shall also certify its authenticity.

20. **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. This Agreement may be modified only by a written agreement executed by the parties.

21. **Tax Compliance Certification**

   Grant Recipient hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Grant Recipient's knowledge, Grant Recipient is not in violation of any of the tax laws described in ORS 305.380(4).

22. **No Third Party Beneficiaries**

   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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

23. **Governing Law**

   This Agreement shall be governed by the laws of the State of Oregon.

24. **Notices**

   Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or by USPS First Class mail. All notices shall be addressed to the parties at the addresses set forth in this section or at such other addresses as the parties may from time to time direct in writing. Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery or (b) the date of mailing by USPS First Class mail. Actual notice, however and from whomever received, shall always be effective.

25. **Counterparts**

   This Agreement may be executed in counterparts, and via facsimile or electronically transmitted signature, each of which will be considered an original and all of which together will constitute one and the same agreement. At the request of a party, the other party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting party.

To Grant Recipient: __________________________
____________________________
____________________________
To Grantor:       Carrie Heltzel  
University of Oregon 
School of Law 
Knight Law Center 
1221 University of Oregon  
Eugene, OR 97403-1221

With a copy to:  Contracts Manager  
UO Purchasing and Contracting Services  
720 E. 13th Ave., Suite 302  
Eugene, Oregon 97403-3753

SIGNATURE PAGE FOLLOWS
GRANT RECIPIENT by and through an authorized official

State Board of Higher Education, acting by and through the University of Oregon on behalf of the University of Oregon School of Law

By: ____________________________  

Title: ____________________________

Date: ____________________________

GRANT RECIPIENT DATA

NAME: ____________________________

ADDRESS: ____________________________

________________________________________________________________________

FEDERAL TAX I.D. #: ____________________________
### Exhibit A

**Revenue Summary**

**For 2013-2015 Program Budget**

**Program Name:**

---

**A. Grant amount requested:** $____

**B. Other revenue:** Identify sources and amount of revenue received from sources other than Grantor including grant funds, contracts for services, fees, contributions, etc.

<table>
<thead>
<tr>
<th>Source</th>
<th>Proposed Funding</th>
<th>Pending Funding</th>
<th>Secured Funding</th>
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**SUBTOTAL REVENUES:** $ $ $
C. In-kind contributions: List source, amount, and calculations (for example, volunteer mediator hours and valuation rates). If applicable, attach documentation.

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<tr>
<th>Source and Valuation Rate</th>
<th>Proposed Funding</th>
<th>Pending Funding</th>
<th>Secured Funding</th>
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**SUBTOTAL IN-KIND CONTRIBUTIONS**: $  

**TOTAL 2013-2015 REVENUES (A + B + C): $**

Signature of Board President authenticating information contained on this page

Signature of Director authenticating information contained on this page
Exhibit B

Expenditure Summary
For 2013-2015 Program Budget

Program Name:_____________________________________________________

A. Personnel

<table>
<thead>
<tr>
<th>Position Title</th>
<th>FTE</th>
<th>Salary/Year</th>
<th>Benefits/Year</th>
<th>Total/Biennium</th>
<th>Grantor Funds Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>SUBTOTAL</td>
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</tr>
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</table>

B. Services and Supplies

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<th>Item</th>
<th>Biennium Expense</th>
<th>Grantor Funds Amount</th>
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</thead>
<tbody>
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<td>Rent/space</td>
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<td></td>
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<tr>
<td>Rent/equipment</td>
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<tr>
<td>Office Supplies</td>
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<tr>
<td>Utilities</td>
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<tr>
<td>Telephone</td>
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<tr>
<td>Postage</td>
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<td>Printing and Copying</td>
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<td>Training</td>
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<td>Publicity</td>
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<tr>
<td>Insurance</td>
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<td>Books, Periodicals, Subscriptions</td>
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<td>Memberships and Dues</td>
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<td>In-state Travel</td>
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<tr>
<td>Out-of-state Travel</td>
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<td>Other (please specify)</td>
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<tr>
<td>Program expenses (please specify)</td>
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<td>Contractual Services (please specify)</td>
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<td>SUBTOTAL</td>
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### C. Other

<table>
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<tr>
<th>Item</th>
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<th>Grantor Funds Amount</th>
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<tbody>
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<td>Capital Expenses</td>
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<td><strong>SUBTOTAL</strong></td>
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</table>

**TOTAL 2013-2015 EXPENDITURES (A + B+ C): $________________________**

________________________________________
Signature of Board President authenticating information contained on this page

________________________________________
Signature of Director authenticating information contained on this page
Exhibit C
Statement of Work

__________________ shall perform the following activities during the Grant period:

1. Provide community dispute resolution services for ______ County residents as outlined in “description of services” in the approved grant application, using volunteers, at least in part.

2. Provide citizen education in conflict resolution skills (e.g. workshops, classes, or other dispute resolution skill-building opportunities for citizens, businesses, agencies or other groups) in ______ County as outlined in “description of services” in the approved grant application.

3. Provide mediator training activities (basic mediation and continuing education) as outlined in “mediator training” in the approved grant application. Maintain a roster of qualified volunteer mediators trained by qualified trainers. Provide continuing education training opportunities for volunteer mediators each year.

4. Provide publicity and outreach to potential referral agencies, individuals, civic groups, courts and justice system agencies as outlined in “publicity and outreach” in the approved grant application.

5. Evaluate the program, client satisfaction and board and director performance as outlined in “evaluation” in the approved grant application.

6. Maintain a separate dispute resolution program budget, and meet matching funds requirements as referenced in Appendix 1 (2013-2015 Program Information Sheet) of the Request for Application. With approval from Grantor, Recipient may rebudget between categories set forth in Exhibit B and shall send revised Exhibits A and B (revenue and expenditures) to Grantor within six (6) months of when program budget changes more than 25% of total amount.

7. Collaborate with other Grantor–funded Community Dispute Resolution Programs (CDRPs), as well as other service providers (as appropriate) in ______ County.

8. Provide sliding scales or waivers if fees are charged, send copies to Grantor, and explain fees to disputants in advance. Not charge fees based on outcome or amount in controversy.

9. Provide written notice of voluntariness of mediation to participants.

10. Offer confidentiality statements to participants for signature no later than first mediation session.

11. Maintain either a Board of Directors of at least 5 members (if Grant Recipient is a non-profit organization established to provide mediation services), or a Dispute Resolution Advisory Committee of at least 5 members (if Grant Recipient is a government entity or part of a larger nonprofit that was established for a purpose other than providing mediation services).
a. Ensure that such Board or Advisory Committee meets at least quarterly.
b. Provide Grantor with meeting minutes.
c. Provide Grantor with Board or Committee roster (name, address, phone, community affiliation).
d. Inform Grantor of any changes in membership during the grant period, upon submission of grant reports.

12. Provide Grantor with the following reports:
   a. Progress reports, using Grantor's forms, according to the schedule attached in Exhibit D (payment and report schedule);
   b. Annual reports, using Grantor's forms, according to the schedule attached in Exhibit D; and
   c. A final summary of revenues and expenses within 90 days of termination of the Agreement, along with a copy of the completed financial compilation, review, or audit as required in Section E6c of the approved 2013-2015 grant application.
Exhibit D
Payment and Report Schedule

Report Schedule:

Final Summary of 2013-2015 Revenue and Expenses and a copy of the completed financial compilation, review, or audit Due no later than: Sept. 30, 2015

Payment Schedule (4 payments):

First payment of $_______ upon the signing of this Agreement and upon disbursement of appropriations from the State of Oregon, acting by and through the State Board of Higher Education, if the Grant Recipient is a new program and did not receive funding in the 2011-2013 grant cycle. If the Grant Recipient did receive funding in the 2011-2013 grant cycle, Grant Recipient must have been in substantial compliance with all terms and conditions of the 2011-2013 Grant Agreement before being eligible to receive funds for the 2013-2015 grant cycle.

Grantor anticipates making three additional payments during the term of this Agreement. Every effort will be made to issue payments according to the schedule detailed below. Payment amounts will vary depending on actual appropriations. Payment dates are approximate, and may differ from the dates provided below, based on revised budget decisions made throughout the biennium by the Oregon Legislative Assembly, the State Board of Higher Education, and Grantor, as well as the length of time necessary to review and approve reports.

Second payment of $_______ upon submission and approval of the January 31, 2014 progress report, on or about March 17, 2014.

Third payment of $_______ upon submission and approval of the July 31, 2014 annual report, on or about September 15, 2014.

Fourth payment of $_______ upon submission and approval of the January 30, 2015 progress report, on or about March 16, 2015.