

AGREEMENT

This agreement ("Agreement") is entered into and by and between the State Board of Higher Education acting by and through the University of Oregon ("University") for the Associated Students of the University of Oregon ("ASUO"), as part of University, and Sexual Assault Support Services, Inc., an Oregon not-for-profit corporation ("Contractor"). The University and Contractor are each a "Party" and collectively the "Parties".

RECITALS

- A. University and ASUO wish to provide for supplementary educational, outreach, advocacy and support services for University students who may have experienced sexual violence or trauma;
- B. Contractor is willing and qualified to provide such services to the students of the University; and,
- C. University and ASUO believe such services are advantageous to the cultural or physical development of students; and,
- D. Incidental fees have been prescribed for such services; and,
- E. University distributes and disburses incidental fees prescribed and approved for such services.

AGREEMENT

For good and valuable consideration the sufficiency and receipt of which is hereby mutually agreed to, the Parties agree as follows:

- 1. Term. This Agreement shall begin as of the date of final signature below and shall expire on June 30, 2014, unless terminated earlier. Payment for services provided from July 1, 2013 by Contractor under the scope of this Agreement will be paid by University upon final signature of this Agreement.
- 2. Services Provided. Contractor shall provide services to the University students as follows:
 - 2.1. Supplementary University Crisis Intervention and Advocacy. The parties acknowledge that the intention of Contractor is to make survivor-centered sexual assault crisis intervention services available to all eligible residents of Lane County and that Contractor will make the following enhanced advocacy and crisis response services available to self-identified University students ("Students") to supplement services provided by the University:
 - 2.1.1. Contractor's drop-in advocacy and support services, 24-hour crisis and support line, and criminal and civil legal advocacy services shall be accessible to Students.

- 2.1.1.1. Contractor's drop-in, advocacy and crisis line services providers shall be trained to provide information regarding specific systems, resources, and services available at the University, and assistance accessing them, as needed. All Students accessing these services who would like University accommodations will be informed of the contact information for the Sexual Violence Response & Support Services Coordinator. Students who would like confidential assistance will be provided the contact information for the University Counseling and Testing Center's Interpersonal Violence Coordinator.
- 2.1.2. Contractor shall provide 24-hour in-person advocacy, including support to any Student during medical or forensic examinations by Sexual Assault Nurse Examiners at University Student Health Center and other community medical facilities, and/or during law enforcement reporting, upon request by the Student or the University on behalf of the Student. Contractor shall respond to such requests within 45 minutes.
- 2.1.3. Contractor shall accompany Students to criminal and civil legal proceedings, upon request by the Student.
- 2.1.4. Contractor shall provide transportation to Students' medical appointments, law enforcement reporting, criminal and legal proceedings as needed within Lane County. Only individuals with a valid driver's license and insured under Contractor's automobile liability insurance policy outlined in 11.1 will transport Students.
- 2.1.5. Contractor's support groups will be accessible to Student survivors of sexual violence.
- 2.1.6. Only Contractor's experienced advocates, who have undergone a minimum of 70 hours of SASS training, will provide in-person services to University students.
- 2.1.7. Upon request and with reasonable notice, Contractor will meet with University staff at least once for a period of no more than six hours during the term of this Agreement to receive training in order to become aware of and familiar with University resources available to Students and policies related to providing such services. This training may include but is not limited to:
 - 2.1.7.1. Briefing on FERPA, Title IX, and the Clery Act by a University staff member who is responsible for FERPA administration and compliance or such staff member's designee.
 - 2.1.7.2. Briefing on the University Conduct Code by a University Staff member who is responsible for Conduct Code administration and compliance or such staff member's designee.
 - 2.1.7.3. Instruction about the University Conduct System policies and processes as it relates to sexual misconduct.

2.1.7.4. Education about University sexual assault response resources available to Students, including introductions and briefings with University staff responsible for the administration and operation of such resources.

2.2. Education and Outreach

2.2.1. Contractor shall provide one 40-hour VIP (volunteer, intern, and practicum) development training on campus during fall term which shall cover the causes, effects, prevention of and response to sexual violence. The ASUO Women's Center will be notified of this training and the ASUO Women's Center staff, interns, and volunteers will be admitted to this training upon request and provided with training binders and other training materials at no cost to the ASUO Women's Center.

2.2.2. Upon request, Contractor will provide up to 6 hours of training covering the response to, prevention of, and resources available for sexual violence to the staff, interns and volunteers of the ASUO Women's Center.

2.2.3. Contractor shall collaborate with ASUO Women's Center with planning for and coordination of Take Back the Night beginning in November and ending in April including planning meetings, in-person hours and all other coordination and planning activities up to a total of 100 hours.

2.2.4. Upon request, Contractor shall assign an experienced employee to provide training on origins, causes, effects of and resources for sexual violence to members of the SWAT, ASAP, and other ASUO student groups up to 31 hours (not to exceed eight hours per training) during the academic year including summer terms at mutually acceptable dates and times.

2.2.5. Contractor, if requested, will provide support staff or volunteers for up to 38 presentations made by the SWAT each academic year including summer new student orientation (IntroDUCKtion). Presentations will last up to one and a half hours in length.

2.2.6. Contractor shall assign an employee with substantial suitable experience to participate in the regular meetings of University's ASAP, such participation not to exceed 4 hours per month for nine months, or a total of 36 hours, including subcommittee work. Such participation by Contractor will be structured to advance the goals and purpose of ASAP and will include but is not limited to providing consultation and technical support.

2.2.7. Upon request, Contractor shall offer two campus Sexual Violence Prevention Week related events and workshops for up to 20 hours. One such event may be SASS' Clothesline Project. The other event will be determined collaboratively between University students and Contractor.

2.2.8. Take Back the Night. Contractor shall pay for up to fifty percent (50%) of the total Take Back the Night expenses incurred collectively between the Contractor and the University Women's Center. These expenses may include police escort, downtown banner, sound system, permit for speak out, language and sign interpretation and other

accessibility needs, and half the price of event T-shirts. The Contractor is allowed to provide food for Take Back the Night if it has been previously agreed to by ASUO Women's Center. All such payments under this section will be made only if allowed by applicable law and University policy.

- 2.2.9. Promotional Materials. Contractor shall provide suitable brochures, pamphlets, or flyers advertising Contractor's services in numbers reasonably sufficient to ensure that there is an ongoing supply at the following University offices: (a) Health Center; (b) Counseling and Testing Center; (c) Women's Center; (d) Dean of Students Office; (e) Student Conduct and Community Standards; (f) ASUO; and (g) UO Police Department.
- 2.2.10. Promotional Advertising. Contractor shall promote Contractor's services by placing advertisements up to \$483.00 in total value in printed and online newspapers and journals known to be readily available to University students.
- 2.2.11. Contractor shall conduct outreach and collaborate with the ASUO Women's Center and other relevant student groups and/or associations with planning for and coordination of Transawareness events beginning in October 2013 and ending in June 2014 including: planning meetings; in-person hours; coordination of travel, lodging and per diem for guest presenters and/or consultants; and all other coordination and planning activities. Transawareness events may include, but are not limited to, Transawareness Week and Transgender Day of Remembrance.
- 2.3. Administrative Duties: When responding to each other's administrative requests the University of Oregon and SASS will respond within 10 (ten) business days.
3. Reporting by Contractor
 - 3.1. Contractor acknowledges that the University is using proceeds from incidental fees to pay for Contractor's services and that such fees must be expended for the cultural or physical development of University students.
 - 3.2. No earlier than the latter of either 30 days after the date of final signature of this agreement or the fourth week of Fall, Winter and Spring terms, and by June 18, 2014 (Summer report), Contractor shall submit to University a report executed by Contractor's Executive Director with an accurate account of services, as described in **Section 2.1** provided to self-identified enrolled University students since receipt of the prior most recent report. The Fall, Winter, Spring and Summer report shall indicate, for each term respectively, the number of contacts made by self-identified enrolled University students, how these figures were calculated, the type of service received, the amount of time spent on each type of service, the number of known incidents that occurred between students, the number of known incidents involving self-identified enrolled University students that occurred on and off campus, and if known, the type of assault that occurred.
 - 3.3. No later than July 18, 2013 or 30 days after the date of final signature of this agreement, Contractor shall provide the following: (a) Contractor's mission and goals statement; (b)

Contractor's estimated budget for 2013-2014 fiscal year; (c) Contractor's most recent financial statements as presented to its board of directors; (d) Contractor's most recent annual report submitted to the Oregon Secretary of State, and to Contractor's donors if such report is prepared for donors; (e) Contractor's current articles of incorporation and bylaws; and (f) any other documents requested by the ASUO for the budget process.

4. Payment for Services.

- 4.1. For the services described in **Sections 2.1** of this Agreement, University shall pay Contractor \$28,600.00 after University's receipt of the report described in **Section 3.2**.
- 4.2. For the services described in **Section 2.2.1**, University shall pay Contractor \$3,600.00 for training costs and materials.
- 4.3. For the services described in **Section 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.2.6, 2.2.7, and 2.2.11** University shall pay Contractor \$100 per activity or meeting hour. Compensation will not exceed \$ 25,000.00.
- 4.4. For the expenses described in **Section 2.2.8**, the University shall reimburse Contractor a maximum of \$3,029.00.
- 4.5. For the materials described in **Section 2.2.9**, the University shall pay Contractor \$1,659.00.
- 4.6. For the advertising described in **Section 2.2.10**, the University shall reimburse Contractor a maximum of \$483.00.
- 4.7. Except for payment for actual food expenses provided for in **Section 2.2.8**, and as provided for in this **Section 4**, no food expenses are reimbursable under this Agreement.
- 4.8. Contractor shall submit an invoice, no earlier than the latter of either 30 days after the date of final signature of this agreement or the fourth week of Fall, Winter and Spring term, and by June 18, 2014, setting forth the following: (a) one-fourth of the amount due under **Section 2.1 and 2.2.9**; (b) for the services described in **Sections 2.2.1.**, the date, time, location, number of University students, faculty and staff attending; (c) for the services described in **Sections 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.2.6, 2.2.7, and 2.2.11**, a list of each hour worked, name of staff member(s) and/or volunteer(s) who performed the work, a description of the work, the number of University students, faculty and staff attending, and the location; (d) for expenses described in **Section 2.2.8 and 2.2.10**, itemized receipts for all expenses to be reimbursed.
- 4.9. University shall remit payment within 45 days of its receipt of a reasonably satisfactory invoice, but no earlier than the fourth week of Fall, Winter and Spring terms, and June 23, 2014.

5. Work Study Students. If Contractor is a non-profit corporation, Contractor may seek to enter into a separate agreement with the University, through its Office of Student Financial Aid and Scholarships, so that Contractor may use in a support staff role University students receiving aid under the Federal Work-Study financial aid program. However, nothing herein obligates University or Contractor to enter into such an agreement.
6. Costs. Services provided under this Agreement to self-identified enrolled University Students shall be at no cost to such students.
7. Availability of Services Elsewhere. Contractor shall inform each self-identified enrolled University student who seeks services that he or she may obtain such services from Contractor which are not provided for under this agreement or from other entities, and Contractor shall provide a referral to another entity upon request.
8. Referrals/Additional Compensation. Contractor shall establish adequate referrals for services not covered by this Agreement but which are related to the subject matter of this Agreement. Contractor shall not materially benefit from any such referrals.
9. Contract Administration. The representative of the University for the purpose of administration of this Agreement is the ASUO Accounting Coordinator. The University may require that Contractor meet periodically in order to evaluate Contractor's performance under this Agreement. The representative of the Contractor for purposes of contract administration is the Contractor's Executive Director.
10. Independent Contractor.
 - 10.1. Contractor is an independent contractor, and nothing in this Agreement shall be construed as creating a partnership, joint venture, franchise, agency, or employment relationship between the Parties. Contractor acknowledges and agrees that Contractor is not an "officer," "employee," or "agent" of University (or any other agency, office, or department of the State of Oregon), as those terms are used in ORS 30.265, and further agrees that it shall not make representations to third parties to the contrary.
 - 10.2. Neither Party shall have the authority to make any statements, representations, nor commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the Party to be bound.
 - 10.3. Although the University and the ASUO reserve the right to monitor and evaluate the quality of the performance of Contractor's duties hereunder, neither shall control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner for performing services hereunder and is solely and entirely responsible for Contractor's acts or omissions and for the acts or omissions of Contractor's agents, subcontractors and employees.

- 10.4. Contractor agrees that it is solely responsible for payment of its income, social security, workers' compensation, unemployment, and other taxes and assessments due to the proper authorities.
- 10.5. Contractor hereby acknowledges that Contractor and its employees, agents and subcontractors shall have no right to participate in University's employee benefit plans or to receive statutory employment benefits from University and are not covered by University's disability insurance, worker's compensation insurance, or other such insurance.
11. Insurance.
- 11.1. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. Coverage amount per occurrence shall not be less than \$1,000,000 with an aggregate limit of \$2,000,000.
- 11.2. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal and advertising injury liability, contractual liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$2,000,000.
- 11.3. Professional Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Professional Liability Insurance in at least the amount of \$1,000,000. Contractor shall ensure that all personnel performing services under this Agreement are covered by such professional liability insurance.
- 11.4. Occurrence Coverage; Additional Insured. All insurance coverage required under **Section 13.0**, except for Professional Liability Insurance, shall be written on an occurrence basis. All insurance coverage, except for Professional Liability Insurance required under **Section 13.0** shall include the State of Oregon, the State Board of Higher Education, the University, and their officers and employees as Additional Insureds, but only with respect to the Contractor's activities under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- 11.5. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days advance written notice from the Contractor or its insurer(s) to the University. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by University in accordance with **Section 16.0**.

- 11.6. Certificate(s) of Insurance and Endorsement. Before the Agreement is executed by the University, Contractor shall furnish to University certificates of insurance and an endorsement as evidence of the insurance coverages required by this Agreement. The certificates and endorsement will name **"the State Board of Higher Education acting by and through the University of Oregon, their officers and employees"** as additional insured. The certificates shall provide that the insurance company will give a 30-day written notice to the University if the insurance is cancelled or materially changed. Insurance policies, which cannot be excess to a self-insurance program and which are reasonably acceptable to the University, are to be issued by an insurance company authorized to do business in the State of Oregon.
- 11.7. Contractor shall pay for all deductibles, self-insured retention and/or self-insurance included hereunder. Any failure to comply with this **Section 13.6** shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement. The certificates shall provide that the insurance company will give a 30-day written notice to the Institution contract officer if the insurance is canceled or materially changed.
12. Family Educational Rights and Privacy Act. Contractor agrees to protect the confidentiality of student information and to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing regulations, specifically 20 U.S.C. 1232G, 34 C.F.R. § 99.33, ORS 351.070 and OAR 571-020, with respect to any redisclosure of personally identifiable information from education records obtained from the University.
13. Indemnity. Contractor shall save, indemnify, and hold harmless the State of Oregon, the State Board of Higher Education, the University, and all of their respective agents, employees and successors from all claims, suits, and actions resulting from or arising out of the activities of Contractor, or its employees, subcontractors, and agents acting under this Agreement.
14. Warranties and Representations. Contractor represents and warrants that: (a) Contractor has the power and authority to enter into and perform this Agreement; (b) the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of Contractor; (c) this Agreement has been duly executed and delivered by Contractor and constitutes a valid, binding and enforceable obligation of Contractor; (d) Contractor is qualified to do business in the State of Oregon, and shall take such action as, from time to time hereafter, may be necessary to remain so qualified and will ensure that all of Contractor's agents, employees and subcontractors do the same; and (e) Contractor has in effect and will maintain all licenses and permits required for Contractor's performance of this Agreement and will ensure that all of Contractor's agents, employees and subcontractors do the same.

15. Termination. Either Contractor or University may terminate this Agreement for any or no reason upon 30 days advance written notice. University may provide written notice directing the Contractor to perform no further services and incur no further costs under this Agreement. Contractor shall be entitled to be paid for services actually performed up to the date of termination.
16. Compliance with Applicable Law. Contractor shall comply with and refrain from advising others to violate any and all federal, state, county, and local laws, ordinances, and regulations applicable to work to be done under this Agreement. Contractor agrees to comply with all federal and state laws and University policies prohibiting discrimination in the treatment of any person in any activity contemplated by this Agreement on the basis of race, sex, sexual orientation, transgendered status, marital status, national origin, religion, age, or disability. Failure or neglect on the part of Contractor to comply with any or all such laws, ordinances, rules, and regulations shall not relieve Contractor of these obligations nor of the requirements of this Agreement.
17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
18. Assignment; Delegation. This Agreement may not be assigned by Contractor without prior written consent. Notwithstanding the generality of the foregoing, Contractor shall not assign any of its rights hereunder, nor delegate or subcontract any of its duties hereunder to any third party, including but not limited to any subcontractor, without prior written consent. Any attempted assignment or delegation by Contractor in violation of this provision shall be void and without effect. This Agreement shall be binding upon each Party's respective successors and lawful assigns. The consent to any delegation or subcontracting of Contractor's duties hereunder shall not relieve or excuse Contractor of any of its duties or obligations under this Agreement.
19. Records Maintenance; Access. Contractor shall maintain all records pertinent to this Agreement in such a manner as to clearly document Contractor's performance of its duties under this Agreement. Contractor shall retain and keep accessible all such records for minimum of three (3) years, or such longer period as may be required by applicable 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. Contractor further acknowledges and agrees that University and its duly authorized representatives shall have access to such records that are pertinent to this Agreement in order to perform examinations and audits and make excerpts and transcripts solely to determine Contractor's compliance with this Agreement. This section shall not be interpreted to include access to personally identifiable information, patient or treatment records, or those materials protected from disclosure by applicable law.
20. All notices, certificates, or other communications rendered shall be sufficiently given when personally delivered or mailed postage prepaid to the representatives of the Parties at their designated places of business as follows:

20.1. Contractor: Executive Director, Sexual Assault Support Services
591 W. 19th Ave.
Eugene, OR 97401

20.2. University: ASUO Accounting Coordinator
1228 University of Oregon, EMU Suite 4
Eugene, OR 97403-1228

With copy to:

Contracts Manager
720 E. 13th Avenue
Eugene, Oregon 97401

21. Recycled Products. Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the work set forth in this Agreement.
22. Economic Opportunities. To the extent permitted by law, Contractor shall, when applicable, make good faith efforts to hire, subcontract with, or obtain materials to be used in performing this Agreement from minority, women, or emerging small business enterprises.
23. Dual Payment. Contractor shall not be compensated for work performed under this Agreement from any other program of the ASUO, or from University, Board, or any other unit of the State of Oregon.
24. Travel Expenses. All payments by University for Contractor's travel expenses pursuant to this Agreement will be limited by University's currently published travel/per diem payment rates.
25. Severability. If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law. The Parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable one that achieves the economic, legal and commercial objectives of the invalid and unenforceable provision to the greatest extent possible.
26. No Third Party Beneficiaries. University and Contractor 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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

27. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, terrorism, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the Party obligated to perform, shall excuse the performance by such Party for a period equal to any such prevention, delay or stoppage.
28. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.
29. Execution and Counterparts. This Agreement may be executed in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Agreement), 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.
30. MERGER. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR HEREBY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
31. University Policy Compliance. Contractor agrees to comply with all University policies and procedures in its performance of its obligations under this Agreement.

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year of the last date accompanying the signatures.

Contractor

The State Board of Higher Education acting by and through the University of Oregon

By: Belinda A. Beltran (BB)
Name: Belinda A. Beltran
Title: Executive Director
Date: 5/1/14

By: _____
Name: _____
Title: Contracts Manager
Date: _____

Associated Students of the University of Oregon
Recommended for Approval

By: _____
Name: _____
Title: ACFC Chair
Date: _____

Associated Students of the University of Oregon
Recommended for Approval

By: Sam Dotters-Katz
Name: Sam Dotters-Katz
Title: ASUO President
Date: May 7, 2014