

GRANT AGREEMENT

FOR THE PROVISION OF DOMESTIC VIOLENCE SERVICES

July 1, 2019 through June 30, 2022

**Issuing Office: Pennsylvania Coalition Against Domestic Violence
3605 Vartan Way, Suite 101
Harrisburg, PA 17110**

**PENNSYLVANIA COALITION AGAINST
DOMESTIC VIOLENCE**

**2019-2020 GRANT AGREEMENT FOR
DOMESTIC VIOLENCE SERVICES**

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PENNSYLVANIA COALITION AGAINST DOMESTIC VIOLENCE

GRANT AGREEMENT

This GRANT AGREEMENT is made this 1st day of July 2019, between the PENNSYLVANIA COALITION AGAINST DOMESTIC VIOLENCE, hereinafter referred to as PCADV and _____

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WITNESSETH:

WHEREAS, the Department of Human Services, created by Act 390, approved July 13, 1957, P.L. 852, is responsible for the administration of public assistance programs in the Commonwealth (62 P.S. §403); and

WHEREAS, Section 205 of the Public Welfare Code, 62 P.S. §205, authorizes the Department to make grants of appropriated funds to programs in fields in which the Department has responsibility; and

WHEREAS, The Department of Human Services has entered into a contract with PCADV; and

WHEREAS, PCADV, pursuant to its contract with the Department of Human Services, is authorized to subcontract certain services; and

WHEREAS, the Grantee was selected to receive this grant in accordance with PCADV's established grant policy and procedure; and

NOW, THEREFORE, the parties to this Amendment, intending to be legally bound, and as authorized by hereby agree as follows:

1. The term of this grant shall be from **July 1, 2019 to June 30, 2022**. PCADV, in its sole discretion, may extend the term of the Agreement upon the same terms and conditions for two (2) additional one-year periods.
2. The Grantee shall use the funds granted hereunder to faithfully implement the conditions of this grant and operate the program described in Rider 2, subject to the terms and conditions contained herein.
3. The services described in Paragraph 2 above shall be provided in conformity with:

Rider 1	Payment Provisions
Rider 2	Work Statement
Rider 3	Budget

Rider 4	Standard Grant Terms and Conditions
Rider 5	PCADV Program Standards (effective July 1, 2019 and subsequent revisions).

4. The Riders listed above, as they may be applicable to this grant are hereby attached and made a part of this Grant Agreement.
5. Subject to the availability of State and Federal funds, PCADV will pay the Grantee, in accordance with the terms of Rider 1, as soon as practical after the Grant Agreement has received final approval from all necessary parties. The total amount of this grant is \$ _____ and no payments shall be made under this agreement in excess of that amount. At its discretion, PCADV may increase or decrease this total grant amount through a revised Funding Adjustment, as a result of changes in applicable appropriations or allocations or certifications of available funds.
6. This Grant Agreement may be cancelled by PCADV upon thirty (30) days prior written notice, in accordance with Rider 4, paragraph 29.
7. Community Support Requirement
The following schedule outlines the community support requirement for **State Fiscal Year 2019-20**:
 - PCADV allocation of less than \$75,000: minimum of 10% of the program's allocation;
 - PCADV allocation of \$75,000 - \$125,000: minimum of 15% of the program's allocation;
 - PCADV allocation of more than \$125,000: minimum of 20% of the program's allocation.

The Coalition may require certification of the community support dollars during the contract year. At the end of the contract year, programs must verify the expenditure of the community support requirement in their audit.

8. A 2% administrative cost established by PCADV is required of each Grantee during the **2019/20** state fiscal year. This cost must be paid from funding other than the program's PCADV allocation. The amount of the program's administrative cost for the period **July 1, 2019 through June 30, 2020** can be found in Rider 3, Notice of Administrative Cost.
9. This Grant Agreement contains all the terms and conditions agreed on by the parties. Any modifications or waivers of this agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this agreement. No other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto.

10. In the event of any dispute regarding this GRANT AGREEMENT, venue shall be in the Court of Common Pleas of Dauphin County or the U.S. District Court for the Middle District of Pennsylvania.

GRANTEE:

Signature of Authorized Signer

Date

Print Name Listed Above

Position Title

PA COALITION AGAINST DOMESTIC VIOLENCE:

Susan Higginbotham
Chief Executive Officer

Date

RIDER 1

PAYMENT OPTIONS

RIDER 1 - PAYMENT PROVISIONS
July 1, 2019 through June 30, 2022

PCADV agrees to pay _____
(the Grantee) for services rendered pursuant to the Grant Agreement as follows:

- A. Subject to the availability of State and Federal funds and the other terms and conditions of this Grant, PCADV will reimburse the Grantee in accordance with Rider 3 for providing the services described in Rider 2, up to the total amount of \$_____ for **July 1, 2019 through June 30, 2020 and FY20/21 and FY21/22**. This may be adjusted pursuant to Paragraph 5 of the Grant Agreement, and no payments shall be made under this Grant in excess of that amount.
- B. Payment to the Grantee in the amount stated in Paragraph 1 hereof shall be made in accordance with the Budget set forth in Rider 3 as follows:
1. The Grantee must submit Monthly Expenditure Reports in accordance with the Grantee Report Submission Timeline established by PCADV. The Monthly Expenditure Report must reflect only actual expenses incurred by the Grantee and may not include projected expenses. The Grantee will use the Reporting Template provided by PCADV.
 - a. The Grantee must maintain supporting documentation for all expenditures under this Grant. Grantee must make all documentation readily available for review by PCADV, the Department and/or its designated representatives upon request.
 - b. PCADV may request additional documentation related to all cash needs and/or expenditure reports, including but not limited to a cost allocation plan and other related documents.
 - c. The Grantee may only use grant funds received from PCADV for expenditures as provided in this Grant Agreement.
 2. The Grantee shall send an electronic copy of all properly detailed Monthly Expenditure Reports, in the Format approved by PCADV, directly to finance@pcadv.org. The Grantee shall also mail a signed copy of the Social Services Contract Invoice /Cover Sheet (SSCI) to PCADV on a monthly basis. The SSCI shall be postmarked on or before the 10th of each month.
 3. PCADV shall have the right to disapprove any expenditures made by the Grantee which are not in accordance with the terms of this Grant Agreement and payment to the Grantee accordingly. Any duplication of payment requests for services rendered under this grant may result in termination of this Grant Agreement by PCADV.
 4. Payment for services will be made in accordance with Rider 3. Living and travel expenses may be reimbursed, but shall not exceed the agreed upon rates as set forth in Commonwealth Travel Rates, attached as part of Rider 5, as revised and updated.
 5. The Grantee has the option to reallocate funds among/within budget categories and line items, subject to the following criteria:
 - a. Reallocations must receive prior written approval by PCADV, be filed with PCADV, and be reviewed by PCADV's Finance Department prior to June 15th of each State Fiscal Year of the Grant Agreement term.

- b. The Grantee must provide a detailed written justification for any request for a budget reallocation within and between budget categories.
 - c. Written justification for the addition of line items which were not specified in the original budget must be submitted and approved by PCADV prior to June 15th of each State Fiscal Year of the Grant Agreement term.
 - d. The Grantee may not use requested budget revisions on Monthly Expenditure Reports until PCADV has issued and notified the Grantee that the request has been approved.
6. The Grantee shall account for all interest earned on the payments made under this Grant and use it for expenditures in accordance with the terms of this Grant Agreement. Interest income earned may only be used to increase services provided under this Grant and may not be used for Administration costs or unallowable expenses.
 7. PCADV may reimburse travel expenses but travel reimbursement will be in accordance with *Commonwealth Travel Rates*, as provided in Management Directive 230.10 Commonwealth Travel Policy, located at: https://www.oa.pa.gov/Policies/md/Documents/230_10.pdf and may be revised and updated by the Commonwealth.
 8. The Grantee must allocate its administrative and indirect costs in a reasonable manner and may only charge to areas that receive a direct benefit from the incurred costs in accordance with Uniform Guidance and its organization's approved cost allocation plan.
 9. By August 15th of the State Fiscal Year, the Grantee shall provide PCADV with a final financial report and invoice of actual revenue and expenditures for the State Fiscal Year, per each funding source. This Invoice will be used to affect a State Fiscal Year financial settlement of this Grant. Any expenditure not claimed by the final invoice shall not be compensated by PCADV.
 10. In the event of earlier termination or cancellation, the Grantee shall submit the last actual invoice no later than sixty (60) days after notice to the Grantee of such termination or cancellation.
 11. The Grantee must pay to PCADV all excess funds received by the Grantee and any unused interest income earned on payments for expenditures to the Grantee or its Sub Grantees within seventy-five days (75) of termination, cancellation or expiration of the Grant.
 12. This Grant must comply with applicable federal audit requirements, including the Uniform Administrative Requirements, Cost Principles and Audit Requirements and is subject to audit in accordance with Audit Clause A, attached as part of Rider 4. Regardless of the level of audit conducted in accordance with Audit Clause A, the audit report shall include a Supplementary Schedule which consists of a Budget to Actual presentation in the same format and level of detail as Rider 3, Budget, including all updates and revisions. This Schedule will be used for reconciliation and settlement purposes and should reflect all allowable and reimbursable costs associated with this Grant. The Supplementary Schedule, a Corrective Action Plan, and the Management Letter, if one was issued, shall be included in the audit report.
 13. The Grantee will follow the Cost Principles in the grant and as set forth in 2 C.F.R. Part 200.
 14. The Grantee will establish and maintain an accounting system that tracks expenses by funding source, functional classification (cost centers) as well as by natural classification.

RIDER 2

WORK STATEMENTS

WORK STATEMENT- RIDER 2

The term of this Grant shall be from **July 1, 2019 through June 30, 2022**.

I. General

- A. The Grantee will be responsible for the provision of direct services to victims of domestic violence and those collaterally affected by the victimization, with the exception of the offender. Those collaterally affected by domestic violence include but are not limited to family and friends of a victim who may seek personal support or information and resources.
- B. Services to be provided by the Grantee include, but are not limited to, the following:
 - 1. 24-Hour Hotline/Crisis Hotline
 - 2. Advocacy and supportive services. Supportive services include all activities necessary to alleviate the problem or to remove the individual from the dangerous situation.
 - 3. Crisis Intervention Services
 - 4. Counseling: Supportive/Educational
 - 5. Safety Planning
 - 6. Relocation Services
 - 7. Medical, Legal, Educational, Employment Advocacy, etc.
 - 8. Emergency Shelter/Safe House or Access to Emergency Safe Housing
 - 9. Civil Legal Representation

II. Nature and Scope of the Work

- A. The Grantee shall work cooperatively with PCADV to enhance services to victims of domestic violence and those collaterally affected by the victimization, with the exception of the offender.

III. Requirements

- A. The Grantee will ensure that services are provided in a cost efficient manner, and in compliance with all Federal and State regulations and mandates.
- B. The Grantee will continue to work cooperatively with PCADV to work toward the development of data systems and outcome measurement processes that lead to enhanced quality and effectiveness.
- C. The Grantee must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d. This includes taking action as required to assure that all persons with Limited English Proficiency (LEP) have meaningful access to take part in the program administered by the Grantee.
- D. The Grantee will comply with Section 504 of the Rehabilitation Act, 29 U.S.C. § 701, and Title III of the Americans With Disabilities Act, and may not exclude an individual from receiving program services based on the individual's disability.
- E. The Grantee will provide services in a culturally appropriate manner and in keeping with PCADV's core values.

IV. Tasks - Grantee Responsibilities:

- A. The Grantee will notify PCADV of senior staff transitions (senior staff terminations, recruitments, hiring, etc. that may impact the grant and its deliverables.
- B. Identify to PCADV circumstances which may adversely impact the Grant or its program services or potentially have media, legal or legislative impact as soon as possible but not later than three (3) working days of learning of the circumstances.
- C. The Grantee will provide PCADV with information regarding changes in technology and its implementation within the organization that may impact the grant and its deliverables.
- D. The Grantee will utilize a trauma-informed advocacy approach to service provision. A trauma-informed advocacy approach is designed to avoid re-traumatizing those who seek assistance, to focus on "safety-first" and a commitment to "do no harm," and to facilitate participation and meaningful involvement of victims and families, and trauma survivors in the planning of services and programs.

Services to be provided by Grantee include but are not limited to the following:

- (1) 24-Hour Crisis Response: The ability to respond in person when requested, and to provide needed safety planning and support assistance. Crisis Response includes accessing emergency shelter, accompanying victims to medical facilities and court proceedings by advocates trained in the appropriate in-person response, and meeting victims who need immediate or in-person support. Crisis Response must be available 24 hours a day. For any part not primarily provided directly by a subgrantee, the subgrantee must have a clear and direct linkage to at least one trained partner agency through written referral coordination or other management agreements.
- (2) Crisis Intervention: Interactions and activities performed over the telephone or in person by qualified, trained staff members or volunteers with an individual in crisis to stabilize emotions, clarify issues, and provide support and assistance to help explore options for resolution of the individual's self-defined crisis and needs. Crisis intervention services provide information and referrals that assist an individual in crisis. Crisis intervention services include, but are not limited to:
 - Assessing the survivor's safety needs;
 - Finding out what the survivor wants;
 - Building rapport and validating the survivor's feelings;
 - Assuring the survivors that they are not to blame and that they have a right to be safe;
 - Assisting in examining alternatives, problem-solving and implementing a plan; and
 - Establishing a commitment for the survivor to take and own the planned action steps.
- (3) Access to Emergency Safe Housing: Emergency safe space (or access to emergency safe space) may be provided in residential shelter facilities or hotels/motels and is available on a 24 hour a day, 7 days a week basis, for short-term stays for the victim and the victim's family members, subject to capacity availability, suitability under intake guidelines and available resources.
- (4) Safety Planning: Any formal or informal, written or oral, conversation or process with the victim through which the subgrantee works with the victim to identify and address risks, barriers or options that may assist survivors and children to be safe from domestic violence, dating violence and/or stalking. All Grantees must offer safety planning through crisis response, at shelters and/or other services.

- (5) Information and Referral: Information and Referral is a response to requests for information and/or referral regarding community services with the provision of current and appropriate referrals to meet the individual's needs. Referrals must include specialized services for typically underserved populations.
- (6) Transportation Access: Grantees must provide or arrange for transportation to safety and to other needed services as available.
- (7) Trauma-Informed, Empowerment-Based Counseling: Interactions, either through phone contact, peer-to-peer individual meetings and/or group sessions, in ways that recognize the impact of trauma on an individual's response to domestic violence, dating violence, and/or stalking; validate the experiences of the victims and not blame them, assist with exploring their options, build on their strengths, and respect their right to make their own decisions.
- (8) Advocacy for Adults and Children/Youth: Direct assistance to victims and those collaterally affected by the violence (other than the offender) to secure services, such as preparation for the service or court process, accompaniment to other agencies and providing assistance in their processes, and/or speaking up on the victim's behalf, when requested and in partnership with the victims. This includes advocacy within the civil and criminal justice systems and/or the healthcare, mental, or social service systems; as well as assisting with securing rights, remedies and services from other agencies and systems.
- (9) Education/Awareness: Presentations, resources and materials designed to raise awareness about domestic violence, adolescent relationship abuse and/or stalking and to provide information about the availability of services.
- (10) Primary Prevention: Primary Prevention is an allowable activity under this Grant however it is not a required activity. As such it is important to distinguish between prevention activities/programs and education/awareness programs or activities. Primary Prevention is defined as follows:
 - Education strategies designed to prevent violence before it occurs by focusing on conditions that reduce violence. Efforts should be comprehensive (address multiple levels of the social ecology- individual, relationship, community, and society), culturally and age-appropriate, collaborative, evidence based/informed and incorporate evaluation. Prevention efforts are most effective when provided over time (more than once) with a particular audience/community. Prevention is about behavior change; therefore, strategies must move beyond knowledge and awareness and include opportunities for audiences to learn, practice, and adopt skills and behavior changes that create environments/cultures free from violence.
- (11) Training and Technical Assistance: Programs designed to develop the skills necessary to meet the needs of domestic violence victims and those collaterally affected by the violence other than the offender. Examples include but are not limited to the following:
 - a) Domestic Violence Counselor/Advocate training as necessary to meet requirements of confidentiality of victim/advocate communication.
 - b) Training provided to or with Community Agencies and Systems to better enable these agencies/systems to meet needs of domestic violence victims and those collaterally affected by the violence.

- c) In-service training for subgrantee volunteers, board members and staff to better enable those individuals to meet the needs of domestic violence victims and those collaterally affected by the violence.
- (12) Relocation Program: This program supports survivors of domestic violence by providing temporary financial assistance to flee the domestic violence situation and to help survivors remain free of violence. This temporary assistance may prevent the need for on-going assistance as well as increased safety for the family.
 - (13) Supportive Services: Other activities necessary to alleviate the situation or to remove the victim from the dangerous situation. Some sub grantees also may provide Civil Legal Representation services to victims.
- E. Outcomes-Based Performance Measurements: Grantee will continue to work with PCADV towards the development of outcome measurement processes that support quality services.
 - F. The Grantee must comply with the recordkeeping requirements of this grant and must maintain documents, information and records relating to activities performed under this Grant Agreement. These records include subgrantee reports, subgrantee reviews, minutes of Grantee's Board of Directors meetings, service records including computer generated information, services policies and procedures including related correspondence, organizational chart(s), personnel policies and procedures, job descriptions, personal services contract of the Grantee's CEO and any other material related to the provision of services. Grantee must make all documents, information and records available to PCADV, other state agencies or their representatives upon request.
 - G. The Grantee shall preserve records until the expiration of five (5) years after the Grant has expired or until any litigation, claims, or exceptions have reached final disposition.
 - H. The Grantee will cooperate and participate in any periodic monitoring activities undertaken by PCADV, other state agencies or their representatives.

V. Administrative and Fiscal Reports

- A. The Grantee shall submit monthly financial reports to PCADV on or before the 10th day of each month. All reports/invoices shall be developed/submitted in accordance with instructions provided by PCADV.
- B. The Grantee shall submit monthly services statistics to PCADV on or before the 15th day of each month. All reports shall be developed/submitted in accordance with instructions provided by PCADV. At minimum, there shall be an accounting of the following:
 - 1) Unduplicated number of adult victims served;
 - 2) Unduplicated number of child/youth victims served;
 - 3) Unduplicated number of significant others served;
 - 4) Hours of counseling/advocacy provided to female and male adults;
 - 5) Hours of counseling/advocacy provided to children/youth;
 - 6) Hours of counseling provided to female and male significant others;
 - 7) Hours of volunteer service provided;
 - 8) Number of shelter nights provided to adults;
 - 9) Number of shelter nights provided to children/youth;
 - 10) Number of shelter requests that went unmet;

- 11) Number of Prevention Education Programs in schools and persons reached;
 - 12) Number of Community Education Events and persons reached;
 - 13) Number of training sessions and persons reached, and
 - 14) Number of Systems Advocacy Contacts.
- C. An annual performance report, due to PCADV by August 15th after the close of each State Fiscal year during the Term of this Grant. The Final Performance Report shall be developed in a format as directed by the Coalition and shall clearly describe the Contractor's accomplishments with regard to the activities outlined in Rider 2 Work Statement, including a brief narrative of projects described in the Work Plan, and any other significant projects or activities.
 - D. To the extent that the Department and PCADV implement additional outcome data collection and measurement systems, outcome reports shall also be provided.
 - E. All programs funded for Medical Advocacy Projects will provide, twice yearly, anecdotal information illustrating the impact of the project including information on policies/procedures revised or implemented. Program staff is expected to work cooperatively with PCADV to develop and implement appropriate project outcomes as part of the statewide coordinated data collection/reporting project.
 - F. All programs funded for Civil Legal Representation Projects will comply, at minimum, with all requirements outlined in Section Sixteen (16) Civil Legal Representation Initiative in PCADV Program Standards. Programs will provide quarterly service statistics and anecdotal information re: CLR case work in accordance with instructions provided by PCADV.
- VI. All services except Civil Legal Representation are to be provided without regard to income.** Income Eligibility for Civil Legal Representation must be determined utilizing 235% of the Federal Poverty Guidelines. The Federal Poverty Guidelines are issued each year in the *Federal Register* by the Department of Health and Human Services (HHS).
 - VII. Grantees are responsible for all activities outlined in the work plan.** Grantee responsibilities for FY19/20 include all the requirements enumerated in the FY19/22 Grant Agreement, Payment Provisions, Standard Terms and Conditions, PCADV Program Standards.

Goal: To provide crisis and post-crisis services for victims and survivors of domestic violence and their children, thereby increasing their safety, connecting them to resources, and helping to improve their quality of life.

OBJECTIVES	METHODS/INDICATORS	STAFF CAPACITY	TIME/MEASURE	EVALUATION
A. Provide victims of domestic violence and their children with access to crisis counseling, safety planning, and emergency/safe shelter.	24-hour toll free crisis hotline and secure text line 1000 24-hour emergency shelter 8000 adults. 8000 children, Total 16,000 24-hour response to hospital 100	Director of Residential Services (RS) Assistant Dir. of RS Intake/Hotline specialists Case Managers (Bilingual services, English/Spanish) Intake Specialists (Bilingual services/English/ Spanish) Medical Advocate Partner Advocates and On Call MAP Advocate Trained volunteers	7/2019 – 6/2020 Tracked in Apricot	Regular and continual assessment of program by Directors and Executive Team ESQ surveys, MOVERS scale and resident exit interviews Monthly reports to Leadership Team & Board of Directors
B. Provide victims of domestic violence with trauma-informed empowerment counseling, safety planning, information, advocacy & warm referrals	Individual counseling 3000 adult victims; 500 Children, 250 significant others Group counseling (shelter groups, community groups, off-site groups) 156 Referral/connection to substance abuse, health care, mental health, job, housing, educational and other providers 1000	Director of Counseling Chief Operating Officer Counselor/Advocates (Bilingual services; English/Spanish) Director of Residential Services Trained volunteers	7/2019-6/2020 Tracked in Apricot	Regular and continual assessment of program by COO, Dir. Of Residential Services and Asst., & Program Directors ESQ surveys, MOVERS Resident exit interviews Monthly reports to Board of Directors
C. Provide child survivors of domestic violence with trauma-informed supportive/ educational counseling, advocacy and programming.	500 Individuals received counseling 60 participated in Tutoring, Ready to Read program, Nature Explore Garden program, social and recreational activities. 150 Connections with	Director of Counseling COO Director of Residential Services Case Managers & Counselor/Advocates (English/Spanish) Children’s Advocate/Reading Assistant CAC Coordinator	7/2019– 6/2020 Tracked in Apricot	Regular and continual assessment of program by COO, Dir of Residential Services Assistant D of RS, Dir. Of Counseling & Program Directors Resident exit interviews ESQ surveys MOVERS scale Monthly reports to Board of

FY 2019/2020
PCADV Work Plan – Direct Services

	schools, community orgs, healthcare, mental health and other providers.	Trained volunteers		Directors
D. Provide victims' significant others with trauma-informed supportive counseling and advocacy.	250 Individuals received counseling Referral/connection to substance abuse, health care, mental health and other providers 250	Director of Counseling COO Director of Residential Services Intake/Hotline Specialists Counselor/Advocates (English/Spanish) CAC Coordinator Trained volunteers	7/2019-6/2020 Tracked in Apricot	Regular and continual assessment of program by Associate Director, Residential Services Director, Assistant RSD, Counseling Director & Program Directors Resident exit interviews ESQ surveys Monthly reports to Board of Directors
E. Provide victims of domestic violence with Crime Victims Compensation information and assistance in filing claims.	36 Trainings held for counselor/advocates and volunteers re: VCAP Counselor/advocates and volunteers offer individual assistance for clients 1650	Director of Counseling COO Director of Residential Services MAP Coordinator Counselor/Advocates (English/Spanish) Legal Advocates CAC Coordinator Trained volunteers	7/2019-6/2020 Tracked in Apricot	Regular and continual assessment of program by COO, Director of Residential Services Assistant DRS, Director of Counseling & Program Directors Resident exit interviews ESQ surveys MOVERS scale Monthly reports to Board of Directors
F. Provide TANF information, advocacy, and referrals	Counselor/advocates offer information, advocacy and referrals 1650	Counseling Director Director of Residential Services Counselor/Advocates (English/Spanish) Legal Counselor/Advocates	7/2019-6/2020 Tracked in Apricot	Regular and continual assessment of program by COO, Dir. Of Res. Services, and Program Directors Resident exit interviews ESQ surveys Monthly reports to Board of Directors
G. Assist survivors to achieve safety by overcoming transportation barriers	Assistance and vouchers for public transportation Taxi vouchers	COO Program Directors Residential Services staff	7/2019-6/2020 Tracking via spread sheet	Continual review by CEO, COO and Program Directors

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PCADV Work Plan – Direct Services

	Advocate with BARTA; BARTA programs 800	members Counselor/Advocates		
H. Support survivors of DV by providing temporary financial assistance for relocation expenses to those fleeing dangerous situations and to assist them in remaining safe.	Connect survivors to relocation resources via PCADV relocation program and resources from community partners. 35	COO CFO Program Directors Residential Services case managers Statistical Coordinator Counselor/Advocates Legal Advocates CAC Coordinator Campus Advocate	7/2019-6/2020 Tracking via spread sheet	Continual review by CEO, COO, CFO and Program Directors
I. Provide Counselor/Advocates with training and continuing education opportunities to stay current with emerging and best practices and trauma-informed care.	Local, regional, national, on-line training for counselor/advocates 39	COO Director of Counseling Director of Education & Outreach, all Directors	7/2019-6/2020 Tracked in Apricot	Attendance at trainings Staff evaluations of trainings Development/institution of new practices & policy elements
J. Improve the Systems' response and accountability to domestic violence survivors and to offenders	100 Hours of Attendance at CCRs, task forces, meetings 250 System Advocacy contacts by Counselor/advocates to educate and inform systems partners about domestic violence and the challenges faced by survivors. Advocate for policy and	COO All Directors Counselor/Advocates	7/2019-6/2020 Tracked in Apricot	Continual evaluation by Leadership Team and Directors Attendance and participation in CCR meetings and TF Development of policy and protocols

	procedural changes that increase safety and benefit all survivors.			
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Goal: To work within the judicial and law enforcement systems to improve the systemic response to domestic violence victims and to ensure that victims are informed and supported throughout their interactions with the system.

OBJECTIVES	METHODS/INDICATORS	STAFF CAPACITY	TIME/MEASURE	EVALUATION
A. Work with local police departments and other LE agencies and officers, the District Attorney’s Office, the civil and criminal court systems, (including the minor judiciary), the Berks County Bar Association and other key system members to achieve a coordinated response to effectively administer and enforce the provisions of the Act 79.	<p>Actively work in cooperation with all systems partners in the development of guidelines and procedures for implementing, administering and enforcing the provisions of the Act 79.</p> <p>Provide trainings to both Agency staff and volunteers and to systems partners about both the substantive law and local procedures regarding Act 79.</p>	<p>Chief Executive Officer</p> <p>Chief Operating Officer</p> <p>Director of Legal Services</p> <p>Attorneys</p> <p>Legal Advocates</p> <p>Bilingual Legal Advocate Coordinator</p>	<p>7/1/2019 – 6/30/20</p> <p>Tracked in Apricot</p>	<p>Track trainings given, number of attendees and their professional affiliations</p> <p>Track number of cases involving Act 79 gun confiscation provisions</p> <p>Track responses to ESQ-LF</p>
B. Implement the Lethality Assessment Program (LAP) with local PD’s; train departments; assist with implementation of the LAP; partner with trained departments in the ongoing use of the LAP protocol.	<p>Provide training in the use of the LAP protocol to police departments.</p> <p>Work with trained police departments to refine and improve police and Safe Berks response to use of the LAP protocol.</p>	<p>CEO</p> <p>COO</p> <p>Bilingual Legal Advocate Coordinator</p>	<p>7/1/2019 – 6/30/20</p> <p>Tracked in Apricot</p>	<p>Track the number of PD’s and officers trained in the LAP protocol.</p> <p>Track numbers of: LAP calls, high danger screens, refusals to participate, screened individuals who agreed to speak to the hotline, individuals who received additional services and other required data.</p> <p>Track ESQ-LF responses of Safe Berks clients</p>
C. Increase collaborative	Provide formal and informal	CEO	7/1/2019 – 6/30/20	Track number of trainings and

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PCADV Work Plan – Direct Services

<p>efforts and enhance the coordinated community response to victims of domestic violence among Safe Berks' key systems partners, including police departments and law enforcement entities, the District Attorney's office, the civil and criminal court systems in the Court of Common Pleas and the minor judiciary, BCCYS, adult and juvenile probation and parole, the sheriff's department, the Public Defender's office, the Berks County Bar Association and the private bar.</p>	<p>trainings for systems partners</p> <p>Distribute information about Safe Berks services throughout the legal systems</p> <p>Participate in CCR groups and initiatives such as the STOP team, the Berks County CJAB and the PFA subcommittee, the Child Fatality Review and Dependency Processes</p> <p>Participate in monthly meetings with the District Attorney's office</p>	<p>COO</p> <p>Director of Legal Services</p> <p>Attorneys</p> <p>Legal Advocates</p> <p>Bilingual Legal Advocate Coordinator</p> <p>CAC Coordinator</p>	<p>Tracked in Apricot</p>	<p>number of attendees and their professional affiliations</p> <p>Track meetings and group initiatives attended and the professional affiliations of other attendees</p> <p>Track systems advocacy contacts</p> <p>Track ESQ-LF responses of Safe Berks clients</p>
<p>D. Increase the number of referrals and number of clients provided access to legal services and information in the civil legal system.</p>	<p>Partner with the Berks County Bar Association to provide clients access to free monthly custody clinics provided by experienced attorneys who specialize in family law through the Bar Association's pro bono program.</p> <p>Partner with the Community Justice Project to provide clients with information, legal resources and representation for their immigration issues.</p>	<p>CEO</p> <p>Director of Legal Services</p> <p>Attorneys</p> <p>Legal Advocates</p> <p>Bilingual Legal Advocate Coordinator</p> <p>CAC Coordinator</p>	<p>7/1/2019 – 6/30/20</p> <p>Tracked in Apricot</p>	<p>Tracking the number of clients who attend the monthly custody clinics</p> <p>Tracking the number of referrals to the Community Justice Project and Mid Penn Legal Services</p> <p>Track ESQ-LF responses of Safe Berks clients</p>
<p>E. Provide legal representation, advocacy and accompaniment to victims seeking PFAs, SVPs, PFIs;</p>	<p>Attorneys provide representation</p> <p>Legal Counselor/Advocates</p>	<p>CEO</p> <p>Director of Legal Services</p>	<p>7/1/2019 – 6/30/20</p> <p>Tracked in Apricot</p>	<p>Track the number of clients receiving representation for PFAs, SVPs, PFIs, advocacy, and legal accompaniments.</p>

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PCADV Work Plan – Direct Services

provide advocacy and accompaniment through the criminal court process for violations of those orders and in any criminal actions related to the facts forming the basis for those orders	provide advocacy and accompaniment. Services are provided in English and Spanish.	Attorneys Bilingual Legal Advocate Coordinator Legal Counselor/Advocates		Track ESQ-LF responses of Safe Berks clients
F. Provide advocacy and support to children and their non-offending care givers during forensic interviews at the CAC of Berks County.	CAC Coordinator to respond to scheduled interviews	COO CAC Coordinator Bilingual Legal Advocate Coordinator	7/1/2019 – 6/30/20 Tracked in Apricot	Track the number of accompaniments provided. Track the number of clients who received additional services at Safe Berks after the CAC interview.

Goal: To improve the response to survivors of sexual violence and dating violence and Title IX issues on Berks County college and university campuses.

OBJECTIVES	METHODS/INDICATORS	STAFF CAPACITY	TIME/MEASURE	EVALUATION
A. Training to effectively respond to victims/survivors of sexual violence on campus	Campus Advocate to provide onsite support to victims/survivors	Campus Advocate/Attorney Director of Legal Services	7/1/2019-6/30/2020	Apricot, ETO system # of trainings
B. Training/education on sexual assault, resources and services, and protections under Title IX	Campus Advocate will provide trainings, information, referral and support	Campus Advocate/Attorney Director of Legal Services	7/1/2019-6/30/2020	Pre- and post-surveys Apricot, ETO system # of trainings
C. Systems advocacy to improve the campus' response to sexual violence	Campus Advocate participates in CCRT on local campuses, STOP team and SART team	Campus Advocate/Attorney Director of Legal Services	7/1/2019-6/30/2020	Pre- and post-surveys Apricot and ETO
D. Legal advocacy and representation in Common Pleas court (PFA, SVPO, PFI), Campus-based judiciary proceedings, Title IX hearings	Campus Advocate supports survivors through Protection Order and Campus Processes	Campus Advocate/Attorney Director of Legal Services	7/1/2019-6/30/2020	Apricot and ETO system
E. Participation in Primary	Campus Advocate is a trained	CEO (Green Dot certified)	7/1/2019-6/30/2020	Apricot and ETO system

Prevention Programs on Campus Stand for State, It's On Us bystander intervention campaigns.	facilitator of Primary Prevention Programs on Campus.	Title IX attorney BOD CEO Director of Legal Svc.		
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Goal: To raise individual, community, and institutional awareness about domestic violence, dating violence, & stalking in Berks County, and its impact locally and in the greater society. Activities are focused on awareness, prevention, and early intervention/resources.

OBJECTIVES	METHODS/INDICATORS	STAFF CAPACITY	TIME/MEASURE	EVALUATION
A. Provide prevention and education programs to students beginning with preschool aged up to and 8 th grade students using the Healthy Relationships Curriculums: Care for Kids (pre-school), We Care (elementary school) and Safe T (middle school)	<p>Develop a yearly, student climate survey for students and/or teachers</p> <p>Conduct one 90-minute parent training class to explain the rationale for providing Healthy Relationships curriculum to students, review the curriculum and answer any questions regarding child sexual abuse and understanding healthy sexual development</p> <p>Provide any participating Teacher/School personnel with Healthy Relationships training.</p> <p>Teach grade-specific lessons from Healthy Relationships programs to participating students.</p>	<p>Primary Prevention Specialist working with PCAR/PCDV evaluation specialist</p> <p>Director of Education and Outreach, Primary Prevention Specialist, Community Educators</p> <p>Director of Education and Outreach, Primary Prevention Specialist, Community Educators</p> <p>Director of Education and Outreach, Primary Prevention Specialist, Community Educators</p>	7/1/2019 – 6/30/20	<p>Student climate survey will be given yearly to assess changes in student attitude and/or behavioral changes. For younger students (prior to grade 4) teachers will be asked to complete the survey.</p> <p>Regular and continual assessment of program by CEO, COO, Director of Education & Outreach, Primary Prevention Specialist and Community Educators</p> <p>Regular and continual assessment of program by CEO, COO, Director of Education & Outreach, Primary Prevention Specialist and Community Educators</p> <p>Staff will administer the pre- and post-surveys to assess change in attitudes/ understanding and/or behaviors.</p>

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<p>B. Provide prevention and education programs to students of high school age.</p>	<p>Collect data and information from Caron Treatment Center’s SAP program to identify gaps and needs for HRP to supplement their PATHS program.</p> <p>Develop a high school curriculum for use with high school aged students, teacher trainings and evaluation tools using the Healthy Relationships structure.</p> <p>Have curriculum reviewed and approved by PCAR/PCADV</p> <p>Provide any participating Teacher/School personnel with Healthy Relationships training.</p> <p>Teach curriculum to participating students.</p>	<p>Director of Education and Outreach, Primary Prevention Specialist</p> <p>Director of Education and Outreach, Primary Prevention Specialist, Community Educators,</p> <p>Director of Education and Outreach, Primary Prevention Specialist, PCAR/PCADV specialists</p> <p>Director of Education and Outreach, Primary Prevention Specialist, Community Educators,</p> <p>Primary Prevention Specialist, Community Educators</p>	<p>7/1/2019 – 6/30/20</p>	<p>Develop and administer needs assessment surveys to SAP workers; Hold joint meetings with Caron to review and discuss survey findings and identify gaps that need to be addressed by Healthy Relationships classes.</p> <p>The Education Department will develop a high school curriculum addressing the needs identified through the assessment survey, which will be used to educate students about issues of domestic violence (focusing on dating violence), sexual assault and bullying.</p> <p>Curriculum will be reviewed and approved by PCAR and PCADV in order to assure it is appropriate for use with students and addresses goals set forth by both organizations.</p> <p>Education Department will provide training to all participating school personnel.</p>

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PCADV Work Plan – Direct Services

	<p>Revise lessons as needed.</p>	<p>Director of Education, Primary Prevention Specialist, Community Educators, PCAR and PCADV specialists</p>		<p>Education staff will administer pre- and post-surveys in order to assess for changes in attitudes/understanding and/or behavior.</p> <p>Curriculum will be reviewed and revised to assure that it meets the needs of students and is appropriate for use.</p>
<p>C. Develop and hold a one-week camp designed to instruct campers (ages 13 - 18) about the root causes of violence in society, (oppressions) give campers the opportunity to share their experiences of oppression with one another and discuss/ discover ways in which they can help alleviate oppression.</p>	<p>Develop programming for a five-day camp, each day focusing on a specific type of oppression.</p> <p>Seek community funding and volunteers to financially support and staff camp.</p> <p>Conduct community outreach to seek eligible teens who would benefit from camp program.</p> <p>Hold camp during the week of July 15th – 19th 2019.</p>	<p>Director or Education, Primary Prevention Specialist, Community Educators</p> <p>Director or Education, Primary Prevention Specialist, Community Educators</p>	<p>7/1/2019 – 6/30/20</p>	<p>Each Education Dept. staff member will develop one day of programming centered around a specific type of oppression. Staff will assure that the programming is age-appropriate, actively engaging.</p> <p>Donation letters will be mailed to former donors, volunteers will be solicited at all tabling events, during two BCTV appearances and in SB social media and newsletters.</p> <p>Guidance counselors in every school district of Berks County will be emailed with a</p>

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	<p>Have campers and volunteers complete survey to provide feedback regarding topics covered and possible changes needed.</p> <p>Hold monthly meetups during the rest of the year to continue supporting campers as they work to become change advocates in their own communities.</p>	<p>Director of Education, Primary Prevention Specialist, Community Educators</p> <p>Director of Education, Primary Prevention Specialist, Community Educators and community volunteers</p> <p>Director of Education, Primary Prevention Specialist, Community Educators</p>	<p>copy of the camp flyer and camper application, drop in visits to all high schools and middle schools in Berks County will be made to give out camper applications, every public library in Berks County will be emailed with camp information and all appropriate social service agencies will be informed of camp opportunities for their clients.</p> <p>Camp will be held on the given date at Albright College Campus.</p> <p>Education staff will administer surveys and evaluate information gathered to improve programming for next year.</p> <p>Once-a-month meetups will be conducted from August through July 2020 to continue to provide support and encouragement of campers.</p>
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FY 2019/2020
PCADV Work Plan – Direct Services

<p>D. Provide information, awareness events, and prevention programs to adults in the community</p>	<p>Develop contacts and referrals throughout the community</p> <p>Schedule presentations at community and faith-based organizations</p> <p>Attend 20 community-wide events, provide awareness information, make presentations</p>	<p>COO, Director of Education and Outreach, Community Educators, CEO, Program Directors, Board of Directors</p>	<p>7/1/2019-6/30/20</p>	<p>Regular and continual assessment of program by CEO, COO, Dir. Of Ed. And Outreach, Community Educators, and Program Directors; Surveys/Feedback from attendees</p>
<p>E. Raise public awareness of domestic violence and Safe Berks in the general community.</p>	<p>Distribute 4 quarterly newsletters</p> <p>Circulate 20 press releases</p> <p>Release 4 Public Service Announcements</p> <p>Appear on 14 local television and radio shows</p> <p>36 Podcasts and People Chronicles</p> <p>24 Email blasts and 800 Social Media posts</p>	<p>COO, Director of Education and Outreach, Communications Coordinator, CEO, Program Directors</p>	<p>7/1/2019-6/30/2020</p>	<p>Regular and continual assessment of program by CEO, COO, Communications Coordinator, and Program Directors; Feedback from the public</p>
<p>F. Provide training on DV, dating violence, and stalking to community and social services organizations, gov't agencies, clergy, health care professionals, and corporations</p>	<p>Initiate and respond to invitations to provide training to health care providers, human service agencies & organizations, and businesses</p> <p>Provide trainings tailored to audiences & circumstances/requests</p>	<p>CEO, COO, Director of Education and Outreach; Community Educators; Program Directors</p>	<p>7/1/2019-6/30/2020</p>	<p>Regular and continual assessment of program by CEO, COO, and Program Directors; Participant evaluations; Monitoring changes (improvements) in CCR to domestic violence victims</p>

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PCADV Work Plan – Direct Services

<p>G. Provide training within our organization to promote best practices and increase our capacity to serve clients</p>	<p>Provide 3 required training and prevention training to all direct-service staff and volunteers</p> <p>Provide domestic violence training and training on prevention to 20 board of directors and non-direct service staff and volunteers</p> <p>Provide 15 regular training opportunities on emerging topics of interest and concern to staff and volunteers</p>	<p>CEO, COO, Director of Education and Outreach; Community Educators; Program Directors</p>	<p>7/1/2019-6/30/2020</p>	<p>Regular and continual assessment of program by CEO, COO, and Program Directors; staff, board and volunteer feedback</p>
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RIDER 2A

CLR WORK STATEMENTS

WORK STATEMENT - RIDER 2-A
Civil Legal Representation Initiative

The term of this Grant shall be from **July 1, 2019 to June 30, 2022.**

I. General

A. The Grantee will be responsible for the provision of direct legal services to domestic violence victims.

B. Grantee Responsibilities:

Grantees are responsible for all activities outlined in the Civil Legal Representation Work Plan. In addition, Grantee responsibilities for **FY 19/20** include all the requirements enumerated in the **FY 19/22** Contract, Agreement, Payment Provisions, Standard Terms and Conditions, PCADV Program Standards and Rider 2 - Work Statement.

C. Legal Ethics & Professional Responsibility

Wherefore, a Civil Legal Representation (CLR) program is composed of legal staff, including, but not limited to, attorneys, paralegals, legal assistants and advocates. All CLR attorneys and those persons supervised by a CLR attorney shall abide by the Rules of Professional Conduct and shall not engage in any activity that would constitute or appear to constitute legal malpractice. Specifically, the Grantee shall conduct the activities of its civil legal representation program in accordance with the following:

1. The Grantee shall purchase and maintain a malpractice insurance policy that covers all CLR attorneys.
2. The CLR attorney shall complete the 40-hour training required of all domestic violence program counselor/advocates under Pennsylvania state law.
3. The CLR attorney will employ and adhere to the duty of confidentiality and attorney-client privilege as set forth in Pennsylvania law and the Rules of Professional Conduct. Any legal or non-legal staff working under the supervision of the CLR attorney will also work under the umbrella of confidentiality between attorneys and clients.
4. All CLR programs must be affiliated, either directly or indirectly, with a domestic violence program recognized and sponsored by the Pennsylvania Coalition Against Domestic Violence (PCADV). However, neither the CLR attorney, nor any other CLR program staff supervised by the CLR attorney shall perform work on behalf of the domestic violence program.
5. The CLR attorney shall explain to the client the domestic violence counselor/advocate confidentiality and privilege, attorney-client confidentiality and privilege, and the differences between these privileges. They shall also explain to the client any limitations to these privileges such as the exception for mandated child abuse reporting.
6. The CLR attorney must obtain the informed, written, and reasonably time-limited consent of the client before releasing any of the client's confidential information to domestic violence program staff and vice-versa.

7. The domestic violence program and CLR attorney shall implement a means to check referrals for legal services for conflicts of interest. This conflict check shall be separate from the conflict check performed on the client by the domestic violence program. The CLR attorney(s) may not represent a client if the representation will be directly adverse to another client or a former client of either the CLR Program or the affiliated domestic violence program.
8. The CLR program must maintain either a separate or password protected database of client information from the databases of other domestic violence program staff. The CLR database shall be for the purpose of legal conflict checking and client record maintenance. The CLR attorney and the legal staff supervised by the attorney must have the only available access to these computer databases.
9. A CLR attorney shall exercise independent professional judgment and provide candid advice to their client.
 - a. The CLR attorney must have the final decision in assessing which general and individual types of cases to accept and what strategy the attorney will employ in individual cases.
 - b. The CLR attorney must make the final decision about the size of the lawyer's caseload.
 - c. The CLR attorney should only accept referral of cases through the affiliated domestic violence program or PCADV's Civil Legal Information Program (PA Safe Law). Cases referred through any other source must complete the general intake process of the domestic violence program.
 - d. The CLR attorney should only accept cases in which the program participant resides in the service area and has a case in a Court in that service area. For program participants whose situation differs, representation shall be determined on a case-by-case basis, and if possible, in collaboration with nearby CLR programs, domestic violence programs, legal aid, etc.
 - e. Only the CLR attorney and their supervising attorney, if applicable, can review or monitor a CLR attorney's individual case files.
 - f. The CLR attorney may assist the client in any civil legal matter in which they are competent to provide legal representation in and decide that representation furthers the case priorities of the CLR program. The CLR program may not represent clients in the following matters:
 - i. Tort cases (i.e., civil assault and battery, negligence, medical malpractice.)
 - ii. Child Sexual Abuse cases
 - iii. Cases involving child protective services (i.e. dependency, CYS matters)
 - iv. Victims' services program staff employment cases.
 - v. Criminal defense of victims charged with crimes.
10. A CLR attorney shall not permit a person who employs or pays the attorney to direct or regulate the attorney's professional judgment in rendering the legal services to clients.

- a. The domestic violence program Executive Director or other domestic violence program personnel may supervise the CLR attorney and legal staff in administrative and personnel matters only.
 - b. The domestic violence program and the CLR attorney shall develop a policy to structure the priority of types of cases accepted.
 - c. The domestic violence program Executive Director shall develop and direct a systems advocacy strategy with input from the CLR attorney.
 - d. The domestic violence program and the CLR attorney shall develop a policy of accessibility to address steps taken to increase the ability of program participants to access CLR services within their service area(s).
 - e. The domestic violence program and the CLR attorney may execute a Memorandum of Understanding with a CLR program in a neighboring county to address CLR service provision to overlapping clients with cases in either county.
11. The CLR program shall maintain a separate data-collection and record-keeping system that allows for the efficient retrieval of data needed to measure the performance of the CLR program and that will maintain the confidentiality required for CLR program clients.
- a. The CLR program must maintain legal files that are physically separate from any other domestic violence program files. These files must be locked and only accessible to the attorney and the legal staff supervised by the lawyer.
 - b. The CLR program must be accessible by telephone and facsimile lines that are separate from the telephone and facsimile lines of other domestic violence program staff.
 - c. Access to the CLR program legal staff's voicemail boxes and voicemail messages must be limited to the CLR attorney and the legal staff supervised by the lawyer.
 - d. The CLR program staff's computer files and email box must be either password protected from or non-networked with the computer files of other domestic violence program staff. The attorney and the legal staff supervised by the attorney must have the only available access to these computer files.
 - e. Any employee or outside service contracted with the domestic violence program charged with the monitoring or maintenance of lawyer and legal staff computers and email accounts shall abide by confidentiality and the domestic violence program should strive to obtain a signed statement of confidentiality from each such individual for the domestic violence program to keep on file.
 - f. When possible, the CLR attorney(s) and the legal staff supervised should have office space that is separated from the domestic violence program office space, either in a separate building, on a separate floor, in a separate locked portion of the building, or with a separate door for client access. If legal staff is located within a separate building, the separate building shall have proper safety and security features such as; security cameras, limited access/locked entry, security alarms, etc. Safety and security features are limited to those that are not building modifications.

- D. An annual performance report is due to PCADV by August 1st after the close of each State Fiscal Year during the Term of this Grant. The Final Performance Report shall be developed in a format as directed by PCADV and shall clearly describe the Grantee's accomplishments with regard to the activities outlined in Rider 2-A Work Statement, including a brief narrative of projects described in the Work Plan, and any other significant projects or activities.
- E. Quarterly outcome reports shall be provided via PCADV's CLR Database no later than the 30th of the following months: October, January, April, and July. The CLR program shall personally determine the method(s) for data collection and measurement systems to compile the information requested in the quarterly reports.
- F. Eligibility for Civil Legal Representation services must be determined utilizing 235% of the Federal Poverty Guidelines based on the potential client's income, solely, not including assets. The Federal Poverty Guidelines are issued each year in the Federal Register by the Department of Health and Human Services (HHS).
- G. If, for any period of time, the Grantee is unable to provide the services set forth in Rider2A, Work plan, the Grantee must immediately notify the PCADV, in writing, of the anticipated situation, the reason(s) for the lapse or termination of service and the timeline for reinstatement of full service provision.
- H. If the Grantee experiences a change in staffing, the Grantee must immediately notify the PCADV, in writing, of the change in staffing and any changes in service provision due to this change in staffing.

The following pages constitute the Grantee's Civil Legal Representation Work Plan for SFY 2019/2022.

CIVIL LEGAL REPRESENTATION Workplan

Goal: To increase the Capacity of _____ County service providers to meet the complex legal needs of survivors of domestic violence and sexual assault.

OBJECTIVES	METHODS	STAFF CAPACITY	TIME/MEASURE	EVALUATION
A. Represent clients seeking final PFAs (600)	Attorneys will represent clients at the final PFA stage	Safe Berks CEO Safe Berks Legal Director Safe Berks Staff Attorneys	Ongoing Tracked through Apricot and ETO System	Monthly tracking of number of clients represented for PFA's Responses to MOVERS survey Regular and continual assessment by Safe Berks.
B. Provide representation in final Protection Order Hearings for underserved populations including LGBT+ community, Latinx community and Spanish-speaking victims	Collaborate with Centro Hispano & LGBT Center of Greater Reading to provide support, information and access to legal services Represent victims for Protection Orders Provide Culturally appropriate services to underserved populations including translation services.	Safe Berks CEO Safe Berks Legal Director Safe Berks Staff Attorneys	Ongoing Tracked through Apricot and ETO System	Regular and continual assessment of collaboration and outreach efforts Tracking of cross trainings provided Tracking of number of Spanish-speaking victims represented and/or referred Regular and continual assessment by Safe Berks staff

CIVIL LEGAL REPRESENTATION Workplan

C. Legal advocacy and representation in Common Pleas court (PFA, SVPO, PFI), Campus-based judiciary proceedings, Title IX hearings	Collaborate with the six college in Berks County to provide support, information and access to legal services	Safe Berks Campus Advocate/ Paralegal	Ongoing Tracked through Apricot and ETO system	Regular and continual assessment of collaboration and outreach efforts Regular and continual assessment by Safe Berks staff
D. Provide representation in family law cases including divorce, support, custody, housing and other related matters.	MPLS Attorneys will provide representation for free to survivors of DV/SA	MPLS Attorneys	Ongoing	Monthly Tracking of Client cases
E. Provide representation to clients in immigration matters	CJP Attorneys will provide legal representation to DV/SA survivors and clients in immigration matters	CJP Attorneys	Ongoing	Monthly Tracking of Client Cases
F. Provide Coordination and Support to all victims accessing legal services through Safe Berks, MPLS, and CJP	Coordinate the intake, assessment and representation process of project partners. Co-locate at each facility to ensure consistent and culturally humble services are provided to victims/survivors Provide support and advocacy to survivors	Safe Berks Legal Support Coordinator (New Hire)	Ongoing Apricot and ETO systems	Monthly tracking of client contacts Monthly tracking of Coordination efforts and time at each Partner Monthly core team meetings to discuss issues as they arise.

CIVIL LEGAL REPRESENTATION
Workplan

	throughout all legal matters Identify gaps and areas or improvement in services by Project Partners			
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RIDER 2B

MAP WORK STATEMENTS

WORK STATEMENT – RIDER 2-B Medical Advocacy Program Initiative

The term of this Grant shall be from July 1, 2019 to June 30, 2023.

I. General

- A. The Grantee will be responsible for the provision of domestic violence medical systems advocacy, training, technical assistance and direct service as outlined in the PCADV Standards and approved Medical Advocacy Program (MAP) work plan.
- B. Grantees are responsible for all activities outlined in the MAP work plan. Grantee responsibilities for fiscal year **2019/20** include all of the requirements enumerated in the **2019/22** contract, Agreement, Payment Provisions, Standard Terms and Conditions, PCADV Program Standards, and Rider 2 – Work Statement.
- C. Grantees will review their MAP work plan with the Health Education Specialist mid-way through the term to review goals and schedule training and technical assistance as needed to assist in fulfillment of MAP work plan responsibilities.
- D. Grantees will submit an annual report to PCADV at the end of the term that summarizes the MAP specific data collected through ETO, work plan responsibilities that were fulfilled, and any responsibilities that were unable to be completed successfully.

II. Definitions

PCADV defines Medical Advocacy as:

- A. Medical Systems Advocacy:
Activities related to developing relationships with hospital/healthcare-based community partners through personal contacts such as in-person, on the phone, email, etc. for the purpose of effecting policy and/or procedural change in order to improve a health care system's response to victims/survivors of violence.
- B. Medical Advocacy Trainings:
Trainings provided by the program to individual clinicians and/or healthcare staff to improve the institutional response to domestic violence.
- C. Medical Advocacy Technical Assistance:
Response to questions and needs of healthcare providers and staff throughout the project period regarding medical advocacy or the program, policies, protocols,

best practices, and individual interactions between healthcare systems and survivors of domestic violence.

D. Medical Advocacy Direct Services:

Assisting a victim or survivor and their family in a healthcare setting through screening, assessment, documentation, intervention and referral.

III. Nature and Scope of Work

A. The Grantee will work cooperatively with PCADV to develop and implement, maintain or expand an existing Medical Advocacy Program.

B. The core components of the MAP model are:

1. Engage in health systems and medical profession advocacy with the specific goal of improving awareness and response to domestic violence through training, technical assistance, and domestic violence program representation.
2. Train allied professionals on the appropriate medical response to domestic violence.
3. Develop, refine, and implement policies and procedures to enhance the healthcare response to victims and survivors of domestic violence.
4. Act as a liaison for healthcare providers and patients who disclose domestic violence in a hospital or healthcare setting.
5. Facilitate screening of Traumatic Brain Injury (TBI) for victims/survivors in residential programs and provide appropriate resources and follow up care as needed.
6. Provide training to shelter and program staff on topics that increase understanding of the intersection between domestic violence and health issues.
7. Assist shelter and program staff with medical advocacy related service provision as needed.

Main Objective: To work collaboratively with health care providers to strengthen their capacity to recognize and respond to victims of domestic violence, and to establish domestic violence as a public health issue.

Goal: Provide ongoing comprehensive education about domestic violence and sexual assault to all healthcare facilities in Berks County to ensure the best practices are being utilized. Meanwhile, continuing to build and enhance relationships with healthcare providers

OBJECTIVES	STRATEGIES OR TASKS	PERSONS RESPONSIBLE	TIME FRAME	EVALUATION/TRACKING
1. Strengthen existing healthcare collaborations; continue to form new collaborations	Leadership roles on two hospital task forces (monthly) Safe Berks Healthcare Advisory Board meetings (monthly) 10 Lunch and Learns or breakfast meetings/ ED	Medical Advocate Chief Operating Officer	Monthly Meetings	Regular and continual assessment of program by CEO, COO, and MAP Coordinator
2. Assess current level of knowledge of DV and response and referral process of our current healthcare partners	General Survey administered via on-line system or written survey	Medical Advocate Chief Operating Officers	Establish new collaborations months 3-6 Administer week of Healthcare Cares about DV- Oct. 2019	Continual assessment by Healthcare Advisory Board members and partner subcommittee Survey Results Summary
3. Providers receive professional training on IPV/SA to improve response	500 providers receive training on ID, documentation, response, referral is baseline training	Medical Advocates Community Educators COO CEO	Months 1-12	Training evaluations; summary of results Pre and post-tests where applicable

OBJECTIVES	STRATEGIES OR TASKS	PERSONS RESPONSIBLE	TIME FRAME	EVALUATION/TRACKING
and referral process	100 providers receive training on emerging health issues: trauma, TBI, reproductive coercion, etc.			Quantitative feedback summarized
4. Begin to establish relationships with PCP and provide education to the practitioner and their staff.	10 Lunch and Learns or breakfast meetings Outreach to private practices to offer our services.	Medical Advocates	6-12 months	Training evaluations; summary of results Pre and post-tests where applicable Quantitative feedback summarized
5. Medical Advocates will convene to update presentations and materials with best practices	Medical Advocates will conduct research and will mutually update PowerPoints and materials	Medical Advocates	1-4 months and ongoing when needed	COO will oversee presentation materials

Goal: Create a universal screening process and response to DV, SA, and human trafficking, with special considerations to specialties and private practice settings.

OBJECTIVES	STRATEGIES OR TASKS	PERSONS RESPONSIBLE	TIME FRAME	EVALUATION/TRACKING
1. Identify an agreed upon evidence-based screening tool that hospitals are willing to adopt	Discuss screening tools at Healthcare Advisory Meetings Higher level	Healthcare Advisory Committee Hospital Staff Medical Advocates COO	1-6 months	Regular and continual assessment of program by CEO, COO, and MAP Coordinator

OBJECTIVES	STRATEGIES OR TASKS	PERSONS RESPONSIBLE	TIME FRAME	EVALUATION/TRACKING
	management collaborate with hospital management to update health information system with new screening tool	CEO		Continual assessment by Healthcare Advisory Board members and partner subcommittee
2. Establish a process for “warm handoffs” to Safe Berks and Safe Berks Medical Advocates	Create a referral sheet for hospital staff to follow Identify a point person (contact) for hospital staff to all	Hospital Staff Medical Advocate	1-6 months	Increase of referrals/ victims helped.
3. Patients who are identified as survivors receive information and referrals to Safe Berks resources	Educate all hospital staff to identify victims Create protocol that ensure staff are using best practices	Hospital Staff Medical Advocate	1-12 months	Increase of referral of victims
4. Update policies, protocols and screening processes in private PCP settings and hospitals	Identify best practices for screening in specialized settings, such as OB/GYN and pediatrics. Create buy-in from specialized practices to collaborate with Safe Berks Staff and update protocols/ procedures	Hospital Staff Medical Advocates	6-12 months	Pre and post-tests where applicable Quantitative feedback summarized

Goal: Identify a means of storing confidential information in the healthcare information management system.

OBJECTIVES	STRATEGIES OR TASKS	PERSONS RESPONSIBLE	TIME FRAME	EVALUATION/TRACKING
1. Identify how to protect screening tools, so that it is not printed with healthcare information	Collaborate with hospital management to store DV/SA information with the same protection of mental health information Create a buy-in from management	Healthcare Advisory Committee Medical Advocates	6 months	Medical Advocates, CEO, and COO will track this information
2. Educate healthcare professionals how/ what to document in the system	Educational seminars Updating protocols/ Procedures Identify appropriate ICD-10 Codes for documentation	Hospital Staff/ Managements Medical Advocates Healthcare Advisory Committee	6months	Medical Advocates, CEO, and COO will track this information

Goal: To enhance the level of knowledge by Safe Berks' residents to make informed healthcare choices and to advocate for themselves and their children.

OBJECTIVES	STRATEGIES OR TASKS	PERSONS RESPONSIBLE	TIME FRAME	EVALUATION/TRACKING
1. Safe Berks residents have access to health and wellness	Monthly "Health Talks" Monthly health Q & A sessions with BCHC	Safe House D&A Counselor, Counselor/Advocates	Throughout the year	Tracking programs and resident participation

Medical Advocacy Project
WORK PLAN
2019-20

OBJECTIVES	STRATEGIES OR TASKS	PERSONS RESPONSIBLE	TIME FRAME	EVALUATION/TRACKING
<p>information and resources, connections to care</p>	<p>staff</p> <p>Yoga classes</p> <p>Weekly drug & alcohol education groups</p> <p>Safe Berks Health Care Advisory Board and subcommittee meetings</p> <p>Task force meetings</p>	<p>COO</p> <p>CEO</p>	<p>Monthly</p> <p>Weekly</p> <p>Quarterly</p>	<p>Tracking of residents' connections to health care resources</p> <p>Regular and continual assessment of program by CEO, COO/MAP Coordinator, and Program Directors</p> <p>Continual assessment by Health Care Advisory Board members and new partner subcommittee/project partners</p>

RIDER 3

BUDGET/SERVICES ESTIMATES

ESTIMATED ANNUAL BUDGET SUMMARY

July 1, 2019 to June 30, 2020

Program Name: SAMPLE

Funding Source (Federal)	Amount	CFDA#
Social Services Block Grant/ Title XX	\$23,750.00	93.667
SSBG-Medical Advocacy		
SSBG-Civil Legal Assistance		
SSBG-Relocation Funds	\$28,624.00	
Family Violence Prevention and Services Act	\$98,483.00	93.671
TOTAL FEDERAL FUNDS	\$150,857.00	

Funding Source (State)		
General Fund (Act 44)	\$336,274.00	N/A
Medical Advocacy – General Fund (Act 44)	\$60,000.00	N/A
Civil Legal Representation – General Fund (Act 44)	\$145,950.00	N/A
Marriage License Fees (Act 222)	\$10,854.00	N/A
TOTAL STATE FUNDS	\$553,078.00	

TOTAL ESTIMATED AMOUNT FOR THIS PERIOD \$703,935.00

**Title XX/SSBG/ACT44/MEDICAL ADVOCACY/FVPS/
ACT222/SSBG Medical Advocacy / SSBG/CLR
ADMINISTRATIVE COST LETTER
FISCAL YEAR 2019/2020**

SAFE Berks (6008)

Herewith commits to the Pennsylvania Coalition Against Domestic Violence a Title XX/Act 44/Medical Advocacy/Act 44 CLR/FVPS/Act 222/ SSBG Welfare/ SSBG Medical Advocacy / SSBG/CLR Administrative Cost in the amount of \$13,506.22

This figure represents 2% of the program's 2019/20 Title XX/Act 44/Medical Advocacy/Act 44 CLR/FVPS/Act 222/ SSBG Welfare/ SSBG Medical Advocacy / SSBG CLR allocation of \$675,311.00 and will be paid from sources other than the allocation. *

The Administrative Cost will be paid in accordance with the following schedule:

First Installment (\$6,753.11) - November 8, 2019

Final Installment (\$6,753.11) - March 6, 2020

* SSBG/Relocation funds will not be assessed this fiscal year.

RIDER 4

STANDARD GRANT AGREEMENT TERMS AND CONDITIONS

**PENNSYLVANIA COALITION AGAINST
DOMESTIC VIOLENCE**

STANDARD GRANT AGREEMENT TERMS AND CONDITIONS

1. APPLICABILITY

These Standard Grant Agreement Terms and Conditions apply to the Grant Agreement by and between the Pennsylvania Coalition Against Domestic Violence (“PCADV”) and the Grantee named in the Grant Agreement and relate to the provision of domestic violence services (the “Services”) by the Grantee as more fully set forth in the Grant. Any capitalized term used in these Standard Grant Agreement Terms and Conditions and not defined herein shall have the meaning given to such term in the Grant Agreement.

2. TERM OF GRANT

The term of the Grant Agreement shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Grant, subject to the other provisions of the Grant Agreement. The “Effective Date” shall be fixed by the PCADV after the Grant Agreement has been fully executed by the Grantee and all approvals required by Commonwealth granting procedures have been obtained. The Grant shall not be a legally binding grant until after the Effective Date is fixed and the fully-executed Grant Agreement has been sent to the Grantee. The PCADV shall issue a written Notice to Proceed to the Grantee directing the Grantee to start performance on a date which is on or after the Effective Date. The Grantee shall not start the performance of any Services prior to the date set forth in the Notice to Proceed and the PCADV shall not be liable to pay the Grantee for any Services performed or expenses incurred before the date set forth in the Notice to Proceed. The PCADV reserves the right, upon notice to the Grantee, to extend the term of the Grant for up to three (3) months upon the same terms and conditions.

3. INDEPENDENT CONTRACTOR

In performing the Services required by the Grant, the Grantee will act as an independent contractor and not as an employee or agent of the Commonwealth or PCADV.

4. COMPLIANCE WITH LAW

The Grantee shall comply with all applicable Federal and State laws, rules, and regulations, and local ordinances, in the performance of the Services, including, without limitation, those promulgated by the Pennsylvania Department of Public Welfare under Title XX of the DPW Social Services Block Grant of 1982.

5. ENVIRONMENTAL PROVISIONS

In the performance of the Services, the Grantee shall comply with all applicable Federal and State environmental laws, rules, and regulations.

6. CONFIDENTIALITY

The Grantee shall not use or disclose any information or documentation concerning a recipient of any Services to be provided under the Grant Agreement for any purpose not connected with the Grantee's responsibilities under the Grant, except with written consent of such recipient, recipient's attorney, or recipient's parent or legal guardian.

7. INFORMATION

All information obtained by the Grantee while performing the Services will be made available to the PCADV upon demand. If requested, the Grantee shall deliver to the PCADV background material prepared or obtained by the Grantee incident to the performance of the Services. Background material includes original work papers, notes and drafts prepared by the Grantee to support the data and conclusions in any final report, completed questionnaires, materials in electronic form, computer programs, other printed materials, pamphlets, maps, drawings and all data related to the Services being rendered.

8. CERTIFICATION AND LICENSING

The Grantee agrees to obtain all licenses, certifications, permits and approvals from Federal, State and local authorities as necessary or required for the Grantee to perform the Services and otherwise to carry on its activities under the Grant Agreement.

9. PROGRAM SERVICES

Definitions of service, eligibility of recipients for service, and other limitations in the Grant Agreement are subject to modification by amendments to Federal, State and local laws, rules, and regulations, and program requirements, in each case without notice to the Grantee.

10. CHILD PROTECTIVE SERVICE LAWS

The Grantee agrees to comply with the provisions of the Child Protective Services Law (23 Pa. C.S. §§6301-6386) and all regulations promulgated thereunder (55 Pa. Code §§3490.1-3490.136).

11. PRO-CHILDREN ACT OF 1994

The Grantee agrees to comply with applicable requirements of the Pro-Children Act of 1994, Public Law 103-277, Part C – Environment Tobacco Smoke (also known as the Pro-Children Act of 1994), which generally prohibits smoking in any portion of any indoor facility owned or leased or provided to an entity and used routinely or regularly for the provision of health care services, day care and education to children under the age of 18, if the services are funded by Federal programs, whether directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees and grants.

12. COMPENSATION/EXPENSES

The Grantee shall be required to perform the Services at the fees set forth in the Grant Agreement. All Services shall be performed within the time period(s) specified in the Grant Agreement. The Grantee shall be compensated only for Services performed to the satisfaction of the PCADV. The Grantee shall not be allowed or paid travel or per diem expenses except as specifically set forth in Paragraph 15 herein or in the Grant Agreement.

13. INVOICES

Unless the Grantee has been approved by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Grantee shall provide an invoice, itemized by line, item, to the address referenced in the Grant Agreement promptly after the Services are satisfactorily completed. The invoice shall include only amounts due under the Grant Agreement. The Grant number must be included on all invoices. In addition, the PCADV shall have the right to require the Grantee to prepare and submit a "Work In Progress" sheet that contains, at a minimum, the tasks performed, number of hours, hourly rate, and the Grant number or task order to which it refers.

14. PAYMENT

The PCADV shall make payments due under the Grant Agreement by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Grant; (b) thirty (30) days after a proper invoice is received at the "Provider Service and Bill To" address, if a date on which payment is due is not specified in the Grant (a "proper" invoice is not received until the PCADV and the Commonwealth accept the Services as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the fees stated in the Grant Agreement. If any payment is not made within fifteen (15) days after the required payment date, the PCADV may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Grantee as acceptance of the Services performed by the Grantee. The PCADV reserves the right to conduct further testing and inspections after payment, but within a reasonable time after performance, and to reject the Services, or any part thereof, if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Grantee agrees that the PCADV may set off the amount of any state tax liability or other obligation of the Grantee or its subsidiaries to the Commonwealth against any payments due the Grantee under this Grant.

15. TRAVEL AND PER DIEM EXPENSES

The Grantee shall not be allowed or paid travel or per diem expenses except as provided for in the Grantee's budget and included in the Grant amount. Any reimbursement to the Grantee for travel, lodging or meals under the Grant Agreement shall be at or below the rates as provided in the Commonwealth Travel Rates incorporated herein by reference. Documentation submitted in support of travel and per diem expenses will be the same as required of state employees.

16. MEDICARE/MEDICAID REIMBURSEMENT

To the extent that Services are furnished by contractors, subcontractors, or organizations related to the contractor/subcontractor and such Services may, in whole or in part, be claimed by the Commonwealth for Medicare/Medicaid reimbursements, such contractors, subcontractors and organizations agree to comply with 42 C.F.R. Part 420, including:

- a) Preservation of books, documents and records until the expiration of four (4) years after the Services are furnished.
- b) Full and free access to (i) the Commonwealth, (ii) the U.S. Comptroller General, (iii) the U.S. Department of Health and Human Services, and their authorized representatives.

The Grantee's acceptance of the Grant certifies under penalty of law that the Grantee has not been suspended/terminated from the Medicare/Medicaid Program, and the Grantee's agreement to notify PCADV and the contracting DHS Facility or DHS Program Office immediately if a suspension/termination occurs during the Grant Agreement period.

17. INSURANCE

a. The Grantee covenants and agrees to make the payment of all premiums for Worker's Compensation, Unemployment Compensation, Social Security and all income tax deductions required by law for the Grantee's employees performing Services under the Grant Agreement. As required by law, the Grantee is responsible for malpractice insurance for health care personnel with such limits of liability as may be required by the Commonwealth from time to time. The Grantee shall provide insurance policy numbers and provider names or a copy of the policy with all renewals for the entire Grant Agreement period.

b. The Grantee covenants and agrees, at its expense, to procure and maintain during the term of the Grant Agreement, the following types of insurance issued by companies acceptable to the DHS/PCADV and authorized to conduct such business under the laws of the Commonwealth:

(1) Worker's Compensation Insurance for all of the Grantee's employees and those of any subcontractor, engaged in the Services as required by law.

(2) Public liability and property damage insurance to protect the PCADV, the Grantee and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property, including loss of use resulting from any property damage, which may arise from the activities performed under the Grant Agreement or the failure to perform under the Grant Agreement whether such performance or nonperformance is by the Grantee, by any subcontractor or by anyone directly or indirectly employed by either.

The limits of such insurance shall be in an amount not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate, personal injury and property damage combined. Such policies shall be occurrence rather than claims-made policies and shall name the PCADV

as an additional insured. The insurance shall not contain any endorsements or any other form designated to limit or restrict any action by the PCADV as an additional insured, against the insurance coverage in regard to any Services performed for the PCADV.

Prior to commencement of the Services under the Grant Agreement and annually during the term of the Grant, the Grantee shall provide the PCADV with a certificate of insurance confirming coverage as described above. These certificates shall contain a provision that the coverage afforded under the policies will not be cancelled or changed until at least thirty (30) days' written notice has been given to the PCADV.

18. PROPERTY AND SUPPLIES

The Grantee agrees to obtain all supplies and equipment for use in the performance of the Services at the lowest practicable cost and to purchase by means of competitive bidding whenever required by law.

Title to all property furnished in-kind by the PCADV shall remain with the PCADV.

The Grantee shall hold title to all personal property purchased by the Grantee with funds received under the Grant, or reimbursed to the Grantee with funds received under the Grant Agreement. Upon cancellation or termination of the Grant, disposition of such personal property that has a remaining useful life shall be made in accordance with the following provisions:

a. The Grantee and the PCADV may agree to transfer any item of such personal property to another grantee designated by the PCADV. Cost of transportation shall be borne by the grantee receiving the property. Title to all transferred property shall vest in the designated entity.

b. If the Grantee wishes to retain any items of such personal property, depreciation tables shall be used to ascertain the value of the remaining useful life of the property. The Grantee shall reimburse the PCADV in the amount determined from the tables.

c. When authorized by the PCADV in writing, the Grantee may sell the property and reimburse the PCADV for its share. The PCADV reserves the right to fix the minimum sale price it will accept.

d. All property furnished by the PCADV to the Grantee and personal property acquired by the Grantee with funds under the Grant shall be deemed "PCADV Property" for the purposes of subsections (e), (f) and (g) of this section.

e. The Grantee shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, preservation and insurance of PCADV Property so as to assure its full availability and usefulness.

f. PCADV Property shall, unless otherwise approved in writing by the PCADV, be used only for the performance of the Services and shall be and remain free and clear of any liens, claims or other encumbrances.

g. In the event that the Grantee is indemnified, reimbursed or otherwise compensated for any loss, destruction or damage to any PCADV Property, the Grantee shall use the proceeds to replace, repair or renovate the property involved, or shall credit such proceeds against the cost of the Services covered by the Grant, or shall reimburse the PCADV, at the PCADV's discretion.

19. EMERGENCY PREPAREDNESS/DISASTERS

To support continuity of operations during an emergency, including a pandemic, the Grantee shall have plans for such an event and put contingencies in place to provide needed goods and services. If, during the term of the Grant, the PCADV's and the Commonwealth's premises are so damaged by flood, fire or other Acts of God as to render them unfit for use, then the PCADV shall be under no liability or obligation to the Grantee hereunder during the period of time there is no need for the Services provided by the Grantee, except to render compensation which the Grantee was entitled to under the Grant prior to such damage.

20. SUSPENSION OR DEBARMENT

In the event of suspension or debarment, 4 Pa Code Chapter 60.1 through 60.7, as it may be amended, shall apply.

21. WARRANTY AGAINST CONTINGENT FEES

The Grantee represents and warrants that no person or entity has been employed or retained by the Grantee to solicit or secure the Grant upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For any breach or violation of this representation and warranty, the PCADV shall have the right to annul the Grant without liability or, in its discretion, to deduct from the consideration otherwise due under the Grant, or otherwise recover the full amount of such commission, percentage, and brokerage or contingent fee.

22. GRANTEE'S CONFLICT OF INTEREST AND PROHIBITION AGAINST SELF-DEALING

The Grantee represents and warrants that it has no financial interest, and will not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services hereunder. In this regard, the Grantee covenants and agrees that it will not permit public funds paid to the Grantee pursuant to the Grant to be paid, or committed to be paid, to any person or entity to which any of the members of the governing body or administrative personnel have any direct or indirect financial interest or in which any of these persons serve as an officer or employee, unless the Services or any goods involved are provided at a competitive cost or under terms favorable to the program. The Grantee further covenants and agrees that, in the performance of the Grant, it will not knowingly employ any person or entity having such interest.

The Grantee represents and warrants that the Grantee has a written conflicts of interest policy in substantially the form attached hereto. The Grantee further represents and warrants that all board members and officers have acknowledged in writing their acceptance of such conflicts

of interest policy, have disclosed in writing that they have no such conflicts of interest, and that they are not aware that any of them has such a conflict of interest.

23. INTERESTS OF THE COMMONWEALTH AND OTHERS

No officer, member or employee of the Commonwealth, and no member of its General Assembly who exercises any functions or responsibilities relating to the Grant, shall participate in any decision relating to the Grant which affects such person's personal interest or the interest of any corporation, limited liability company, partnership, association or other entity in which such person is, directly or indirectly, interested, nor shall any such officer, member or employee of the Commonwealth or member of its General Assembly have any interest, direct or indirect, in the Grant or the proceeds thereof.

24. GRANTEE RESPONSIBILITY TO EMPLOY WELFARE CLIENTS

a. The Grantee shall make a good faith effort to fill at least 25% of the new or vacant jobs created under the Grant with qualified recipients referred by the County Assistance Office Employment Unit Coordinator.

b. Hiring shall be verified by Quarterly Employment Reports submitted to the PCADV. Such reports shall be made in the format approved by the PCADV.

25. BACKGROUND CHECK REQUIREMENTS

The Grantee covenants and agrees to have all employees obtain the following background checks:

Pursuant to 18 Pa. C.S. Ch. 91 (relating to criminal history record information), a report of criminal history information from the Pennsylvania State Police or a statement from the State Police that their central registry contains no such information relating to that person. The criminal history record information shall be limited to that which is disseminated pursuant to 18 Pa. C.S. §9121(b)(2) (relating to general regulations). 23 Pa. C.S. §6344(b)(1).

A certification from the Department of Human Services as to whether the individual is named in the Statewide database as an alleged perpetrator in a pending child abuse investigation or as a perpetrator in a founded or indicated report. 23 Pa. C.S. §6344(b)(2).

A report of the individual's Federal criminal history. The individual must submit a full set of fingerprints to the Pennsylvania State Police for the purpose of the background check to be submitted to the Federal Bureau of Investigation to verify the identity of the individual and to obtain a current record of any criminal arrests and convictions. 23 Pa. C.S. §6344(b)(3).

The Grantee covenants and agrees to have all volunteers with direct contact with children comply with the requirements of 23 Pa. C.S. §6344.2, including providing the following:

A report of criminal history information from the Pennsylvania State Police or a statement from the State Police that their central registry contains no such information relating to that person. 23 Pa. C.S. §6344(b)(1).

A certification from the Department of Human Services as to whether the individual is named in the Statewide database as an alleged perpetrator in a pending child abuse investigation or as a perpetrator in a founded or indicated report. 23 Pa. C.S. §6344(b)(2).

If the volunteer is in a position that is unpaid and has been a resident of the Commonwealth for the entirety of the preceding ten (10) years, then the volunteer must sign a verification form that the volunteer is not disqualified from volunteering pursuant to 23 Pa. C.S. §6344(c) or has not been convicted of an offense similar to the crimes listed in 23 Pa. C.S. §6344(c) under the laws of the United States, another state, or territory.

If the volunteer has not been a resident of the Commonwealth for the entirety of the preceding ten (10) years, then the volunteer is required to obtain a report of the individual's Federal criminal history. The individual must submit a full set of fingerprints to the Pennsylvania State Police for the purpose of the background check to be submitted to the Federal Bureau of Investigation to verify the identity of the individual and to obtain a current record of any criminal arrests and convictions. 23 Pa. C.S. §6344(b)(3).

If the volunteer has not been a resident of the Commonwealth for the entirety of the preceding ten (10) years, but has received certification under 23 Pa. C.S. §6344(b)(3) (Federal criminal history background check) at any time since establishing residency in Pennsylvania and provides a copy of the certification, then the individual may forego the Federal criminal history background check and sign a verification form that the volunteer is not disqualified from volunteering pursuant to 23 Pa. C.S. §6344(c) or has not been convicted of an offense similar to the crimes listed in 23 Pa. C.S. §6344(c) under the laws of the United States, another state, or territory.

If a potential employee/volunteer or a current employee/volunteer is disqualified from employment or volunteering due to a founded or indicated report of child abuse or a conviction of a disqualifying crime, then the Grantee must deny employment/volunteering or terminate employment/volunteering in accordance with 23 Pa. C.S. §6344(c). In such case, the Grantee must notify the PCADV immediately of the identity of the disqualified employee/volunteer.

All employee and volunteer background checks must be renewed every sixty (60) months in compliance with 23 Pa. C.S. §6344.4. The Grantee must maintain copies of all employee and volunteer background checks and maintain confidentiality of the information obtained as required by applicable law.

26. LOBBYING CERTIFICATION AND DISCLOSURE

The Grantee must certify that it will not use Federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. The Grantee will be

required to compete and return a “Lobbying Certification Form” and a “Disclosure of Lobbying Activities Form” with the signed Grant Agreement.

27. AUDIT CLAUSE

The Grant is subject to audit in accordance with the audit clause attached hereto as Exhibit A and incorporated herein by reference.

28. GRANTEE RESPONSIBILITY PROVISIONS

a. The Grantee certifies that, as of the Effective Date of the Grant Agreement, neither the Grantee, nor any sub-grantees or any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Grantee cannot so certify, then it agrees to submit, along with the Grant Agreement, a written explanation of why such certification cannot be made.

b. The Grantee also certifies that, as of the Effective Date of the Grant Agreement, it has no due and unpaid tax liabilities or other Commonwealth obligations.

c. The Grantee’s obligations pursuant to these provisions are ongoing from and after the Effective Date of the Grant Agreement through the termination date thereof. Accordingly, the Grantee covenants and agrees to inform the PCADV if, at any time during the term of the Grant, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its sub-grantees are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be given within 15 days of the date of suspension or debarment.

d. The failure of the Grantee to notify the PCADV of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default under the Grant Agreement.

e. The Grantee agrees to reimburse the PCADV for the reasonable costs of investigation incurred by PCADV for any investigation of the Grantee’s compliance with the terms of this or any other agreement between the Grantee and the PCADV, which results in the suspension or debarment of the Grantee. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee’s suspension or debarment.

f. The Grantee may obtain a current list of suspended and debarred Commonwealth Grantees by either searching the internet at <http://www.dgs.state.pa.us> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

29. TERMINATION PROVISIONS

The PCADV has the right to terminate the Grant Agreement for any of the following reasons:

a. **TERMINATION FOR CONVENIENCE:** The PCADV shall have the right to terminate the Grant Agreement for convenience if the PCADV determines termination to be in its best interest. The Grantee shall be paid for Services satisfactorily completed prior to the effective date of the termination, but in no event shall the Grantee be entitled to recover damages, including loss of profits.

b. **NON-APPROPRIATION:** The PCADV's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the PCADV shall have the right to terminate the Grant Agreement. The Grantee shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Services delivered under the Grant Agreement. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs.

c. **TERMINATION FOR CAUSE:** The PCADV shall have the right to terminate the Grant Agreement for any default or breach of the Grant Agreement by the Grantee, including any material breach of the Grant Agreement as set forth in Paragraph 30 herein. The PCADV shall also have the right, upon written notice to the Grantee, to terminate the Grant Agreement for other cause as specified in the Grant Agreement or by applicable law. If it is later determined that the PCADV erred in terminating the Grant Agreement for cause, then, at the PCADV's discretion, the Grant Agreement shall be deemed to have been terminated for convenience under the Subparagraph 29.a.

30. MATERIAL BREACH AND REMEDIES

In addition to the termination provisions set forth above, Grantee acknowledges that the Grant is subject to the following actions based upon the Grantee's failure to perform in accordance with the Grant Agreement.

a. **Material Breach of Performance – Corrective Action Plan.** The PCADV is required to monitor grant compliance and performance of all grantees. Failure of the Grantee to perform according to the provisions of the Grant Agreement or failure to comply with any PCADV approved corrective action plan will subject the Grantee to a range of sanctions as more fully identified below. For the purposes of this section, material breach of performance refers to

any action or inaction on the part of the Grantee that is in conflict with the Grant requirements, the Grant Agreement, or PCADV standards, or adversely impacts the delivery of the Services or the operation of any program facilities.

In the event PCADV determines that there is a material deficiency in the performance of the Services, written notice will be provided to the Grantee specifying the deficiency(ies) and a proposed corrective action plan. Whenever possible, the PCADV and the Grantee shall discuss a mutually agreeable resolution of the performance deficiencies. The identification of performance deficiencies and the elements of the corrective action plan shall be determined by PCADV.

The corrective action plan shall contain a timeline for correcting the deficiencies and may also include a series of intermediary steps that must be accomplished before the Grantee is deemed compliant. Any grantee subject to a corrective action plan will be provided a written list of measurements by which the PCADV will assess compliance with the corrective action plan.

Upon notice of a deficiency, the Grantee shall have ten (10) business days from the date of notice to notify the PCADV, in writing, of the Grantee's intent to contest the findings of deficiency and any elements of the corrective action plan and an alternative corrective action plan, if relevant. The PCADV shall thereupon have ten (10) business days from receipt of the Grantee's written notice of intent to contest to respond and accept or reject the alternative plan. Whenever possible, the PCADV and the Grantee shall discuss a mutually agreeable resolution of the performance deficiencies. The identification of performance deficiencies and the elements of the corrective action plan shall be determined by the PCADV.

b. Material Breach of Performance – Sanctions. Failure to perform according to the provisions of the Grant Agreement or failure to comply with any PCADV approved corrective action plan will subject the Grantee to a range of sanctions including, but not limited to, temporary or permanent suspension of payments, termination of the Grant Agreement, and refusal to renew Grant funding. All sanctions will be imposed at the discretion of the PCADV and done in accordance with the terms of the Grant Agreement and applicable laws and regulations. Sanctions will be imposed with specificity as to duration.

In addition to these remedies, the PCADV may impose monetary sanctions or withhold payments to the Grantee if the Grantee fails to comply with the quality or performance requirements of the Grant Agreement or any provisions stated in law, the Grant Agreement or the Work Statement. In the event that payments are withheld, the PCADV may release withheld payments within five (5) business days of the PCADV's determination of satisfactory completion of any agreed upon corrective action plan.

c. Material Breach of Fiscal Requirements. For the purposes of this section, material breach of fiscal requirements refers to the failure on the part of the Grantee to pay to the PCADV the administrative fee in an amount equal to 2% of the Grant award as detailed in the Grant Agreement. The administrative fee is due and payable to the PCADV in accordance with the payment schedule attached to the Grant Agreement. Failure to pay the administrative fee as required in the Grant Agreement shall subject the Grantee to a range of sanctions, imposed in

graduated fashion based upon the duration of the breach of this provision and the circumstances necessitating the delinquency.

In the event that the Grantee is more than fourteen (14) days delinquent in the payment of the administrative fee, the PCADV will contact the Grantee in writing. The Grantee shall respond within five (5) business days, in writing, and agree either to make payment or explain the circumstances for the delinquency and propose an alternate payment plan acceptable to the PCADV to cure the breach. In the event the Grantee does not agree to make immediate payment in full or propose a plan acceptable to the PCADV, the PCADV may terminate the Grant Agreement.

In the event the PCADV and the Grantee are unable to reach a mutually agreeable resolution of the past due payment, or in the event the Grantee refuses payment or breaches a subsequent payment plan, PCADV may suspend further payments under the Grant Agreement until the administrative fee is paid in full or may terminate the Grant Agreement and suspend all further payments for the duration of the term, in addition to all other remedies available to the PCADV available at law or in equity.

31. GRANT CONTROVERSIES

a. In the event of a controversy or claim arising from the Grant, the Grantee must, within six months after the cause of action accrues, file a written claim with the PCADV for a determination. The claim shall state all grounds upon which the Grantee asserts a controversy exists. If the Grantee fails to file a claim or files an untimely claim, the Grantee is deemed to have waived its right to assert a claim in any forum.

b. The PCADV shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the PCADV and the Grantee. The PCADV shall send its written determination to the Grantee. If the PCADV fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied.

c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Grantee may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Grantee shall proceed diligently with the performance of the Grant in a manner consistent with the determination of the PCADV and the Grantee shall be compensated pursuant to the terms of the Grant.

32. ASSIGNABILITY AND SUB-GRANTING

a. Subject to the terms and conditions of this Paragraph 33, the Grant Agreement shall be binding upon the parties and their respective successors and assigns.

b. The Grantee shall not sub-grant with any person or entity to perform all or any part of the Services to be performed under the Grant Agreement without the prior written consent

of the PCADV, which consent may be withheld at the sole and absolute discretion of the PCADV.

c. The Grantee may not assign, in whole or in part, the Grant Agreement or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the PCADV, which consent may be withheld at the sole and absolute discretion of the PCADV.

d. Notwithstanding the foregoing, the Grantee may, without the consent of the PCADV, assign its rights to payment to be received under the Grant, provided that the Grantee provides written notice of such assignment to the PCADV together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Grant Agreement.

e. For the purposes of the Grant Agreement, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Grantee provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

f. Any assignment consented to by the PCADV shall be evidenced by a written assignment agreement executed by the Grantee and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Grant and to assume the duties, obligations, and responsibilities being assigned.

g. A change of name by the Grantee, following which the Grantee’s federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Grantee shall give the PCADV written notice of any such change of name.

33. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Grant, the Grantee agrees as follows:

a. In the hiring of any employee(s) for the performance of the Services, or any other activity required under the Grant Agreement or any sub-grant agreement, contract, or subcontract, the Grantee, a sub-grantee, a contractor, a subcontractor, or any person or entity acting on behalf of the Grantee shall not discriminate in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the Services to which the employment relates.

b. The Grantee, any sub-grantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.

c. The Grantee, any sub-grantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/ Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places

customarily frequented by employees and at or near where the Services are performed shall satisfy this requirement.

d. The Grantee, any sub-grantee, contractor or any subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any sub-grantee, contractor, subcontractor or supplier who is qualified to perform the Services to which the Grant relates.

e. The Grantee and each sub-grantee, contractor and subcontractor represents that it is in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each sub-grantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any sub-grantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

f. The Grantee, any sub-grantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every sub-grant agreement, contract or subcontract so that those provisions applicable to sub-grantees, contractors or subcontractors will be binding upon each sub-grantee, contractor or subcontractor.

g. The Grantee’s and each sub-grantee’s, contractor’s and subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the Grant Agreement through the termination date thereof. Accordingly, the Grantee and each sub-grantee, contractor and subcontractor shall have an obligation to inform the PCADV if, at any time during the term of the Grant Agreement becomes aware of any actions or occurrences that would result in violation of these provisions.

h. The PCADV may terminate the Grant Agreement and all money due or to become due under the Grant Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, DHS may proceed with debarment or suspension and may place the Grantee, sub-grantee, contractor, or subcontractor in the Contractor Responsibility File.

34. AMERICANS WITH DISABILITIES ACT

a. The Grantee understands and agrees that it shall not cause any individual with a disability to be excluded from participation in activities provided for under the Grant Agreement on the basis of the disability. As a condition of accepting the Grant, the Grantee agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. §35.130, and all other

regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth through grants with outside grantees.

b. The Grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania and PCADV from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania or PCADV as a result of the Grantee's failure to comply with the provisions of subparagraph a. above.

35. FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation under the Grant Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Grantee shall notify the PCADV orally within five (5) days and in writing within ten (10) days of the date on which the Grantee becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Grant is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Grantee shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect either to cancel the Grant or to extend the time for performance as reasonably necessary to compensate for the Grantee's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth or PCADV by notice to the Grantee, may suspend all or a portion of the Grant.

36. OWNERSHIP RIGHTS

The Commonwealth and PCADV shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Grant.

37. FEES

No fees shall be imposed by the Grantee other than those approved by the PCADV.

38. MONITORING

The Grantee shall cooperate and participate with the PCADV in periodic monitoring and evaluation activities for the purpose of verifying that all Grant requirements are met. This

includes, but is not limited to, verification of recipient eligibility, sound fiscal and administrative conduct, compliance with the PCADV Program Standards and program/service delivery goals as defined in Rider 2. The Grantee agrees to make available during the term of the Grant Agreement and for the records retention periods set forth in the Grant Agreement, materials for inspection and audit by any authorized representative of the Secretary of the Department of Human Services (“DHS”) who may accompany the PCADV on any monitoring and evaluation visits.

39. SERVICE LOCATIONS

The locations where the Services will be provided and the facilities in which Services shall be performed shall be set forth in the Work Statement. The Grantee shall advise the PCADV, in writing, if these locations change during the term of the Grant Agreement. Such notification must be received before the change is put into effect.

40. SERVICE PROVISION

The Grantee must provide the Services set forth in the Work Statement in accordance with the DHS’s Social Services Manual, Chapter III, Section I and the PCADV Program Standards as amended or updated.

If, for any period of time, the Grantee is unable to provide the Services set forth in the Work Statement, the Grantee must immediately notify the PCADV, in writing, including the reasons for the lapse or termination of the Services and the timeline for reinstatement of full Services.

41. CHANGE OF PROGRAM OR FISCAL DIRECTOR

The Grantee must notify the PCADV, in writing, of any change of Executive/Program Director or Fiscal Director/Coordinator within ten (10) calendar days from the date of the change.

42. REVISIONS TO GRANT MATERIAL

If any of the materials submitted as part of the Grantee’s proposal (including the proposal’s appendices) are revised during the contract year, the Grantee must inform the PCADV of the proposed revisions in advance and provide a copy of the revised materials for review and approval before the implementation of the revisions.

43. TRANSITION SERVICES

In the event the Grant is terminated, with or without cause, or not renewed for any reason, the Grantee covenants and agrees to cooperate with the PCADV, as reasonably requested, in order to complete on a timely basis an orderly transition of the Services to any successor grantee designated by the PCADV. The Grantee covenants and agrees to transfer any information, documentation, data, client information, and personal property, including hardware, software and “hotline” numbers acquired with Grant funding, relating to the Services within five (5) business days of any request by the PCADV. The Grantee acknowledges and agrees that the

failure to comply with the foregoing covenants and agreements will result in immediate and irreparable harm to the PCADV, that monetary damages will not be a sufficient remedy for any such breach, and that the PCADV will be entitled to injunctive relief in such circumstances.

44. HOLD HARMLESS PROVISION

The Grantee shall hold the Commonwealth and PCADV harmless from and indemnify them against any and all claims, demands and actions based upon or arising out of any activities performed by the Grantee and its employees and agents under the Grant Agreement and shall, at the request of the Commonwealth and/or PCADV, defend any and all actions brought against the Commonwealth and/or PCADV based upon any such claims or demands.

45. RIGHT TO KNOW LAW 8-K 1580

a. The Grantee or any sub-grantee understands that the Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§67.101-3104 (“RTKL”). For the purpose of these provisions, the term “the Commonwealth” shall refer to the granting Commonwealth agency.

b. If the Commonwealth needs the Grantee’s or any sub-grantee’s assistance in any matter arising out of the RTKL related to the Grant Agreement, it shall notify the Grantee or sub-grantee using the legal contact information provided in the Grant Agreement. The Grantee or sub-grantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Grantee’s or sub-grantee’s assistance in responding to a request under the RTKL for information related to the Grant Agreement that may be in the Grantee’s or sub-grantee’s possession or control, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Grantee or sub-grantee shall:

(1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Grantee’s or sub-grantee’s possession arising out of the Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

(2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to the Grant Agreement.

d. If the Grantee or sub-grantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee or sub-grantee considers exempt from production under the RTKL, the Grantee or sub-grantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Grantee or sub-grantee explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Grantee or sub-grantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Grantee or sub-grantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If the Grantee or sub-grantee fails to provide the Requested Information within the time period required by these provisions, the Grantee or sub-grantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Grantee's or sub-grantee's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Grantee or sub-grantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Grantee or sub-grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee or sub-grantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Grantee's or sub-grantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Grantee or sub-grantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Grantee's or sub-grantee's duties relating to the RTKL are continuing duties that survive the expiration of the Grant Agreement and shall continue as long as the Grantee or sub-grantee has Requested Information in its possession.

46. APPLICABLE LAW

The Grant Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any Federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Grantee agrees that any such court shall have *in personam* jurisdiction over the Grantee and consents to service of process in any manner authorized by Pennsylvania law.

47. INTEGRATION

The Grant Agreement, including all referenced documents and these Terms and Conditions, constitute the entire agreement between the parties. No agent, representative,

employee or officer of either the Commonwealth, PCADV or the Grantee has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Grant, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Grant. No modifications, alterations, changes, or waiver to, the Grant Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 employe of any agency, a member of Congress, an officer or employe of Congress, or an employe of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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 employe of any agency, a member of Congress, an officer or employe of Congress, or an employe 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 of Lobbying Activities," in accordance with its instructions.

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 under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE: _____

TITLE: _____

DATE: _____

SUBRECIPIENT / CONTRACTOR AUDITS

AUDIT CLAUSE A – SUBRECIPIENT Local Governments and Nonprofit Organizations

The Commonwealth of Pennsylvania, Department of Human Services (DHS), distributes federal and state funds to local governments, non-profit, and for-profit organizations. Federal expenditures are subject to federal audit requirements, and federal and state funding passed through DHS are subject to DHS audit requirements. If any federal statute specifically prescribes policies or specific requirements that differ from the standards provided herein, the provisions of the subsequent statute shall govern. The DHS provides the following audit requirements in accordance with the Commonwealth of Pennsylvania, Governor's Office, Management Directive 325.9, as amended December 23, 2014.

Subrecipient means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards received directly from a federal awarding agency. For purposes of this audit clause, a subrecipient **is not** a contractor that receives a procurement contract to provide goods or services that are required to provide the administrative support to carry out a federal program.

A. Federal Audit Requirements – Local Governments and Nonprofit Organizations

A local government and nonprofit organization must comply with all federal audit requirements, including: The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; and any other applicable law or regulation, as well as any other applicable law or regulation that may be enacted or promulgated by the federal government.

For years beginning on or after December 26, 2014, a local government or nonprofit organization that expends federal awards of \$750,000 or more during its fiscal year, received either directly from the federal government, indirectly from a pass-through entity, or a combination of both, to carry out a federal program, **is required** to have an audit made in accordance with the provisions outlined in 2 CFR Part 200.501. Please note that for periods prior to this, the threshold is still \$500,000.

If a local government or nonprofit organization expends **total federal awards of less than \$750,000** during its fiscal year, it is exempt from these **federal** audit requirements, but is required to maintain auditable records of federal or state funds that supplement such awards. Records must be available for review by appropriate officials. **Although an audit may not be necessary under the federal requirements, DHS audit requirements may be applicable.**

B. Department of Human Services Audit Requirements

A local government or nonprofit provider must meet the DHS audit requirements.

Where a Single Audit or program-specific audit is conducted in accordance with the federal audit requirements detailed above, such an audit will be accepted by the DHS provided that:

1. A full copy of the audit report is submitted as detailed below; **and**
2. The subrecipient shall ensure that the audit requirements are met for the terms of this contract; i.e., the prescribed Agreed-Upon Procedures (AUP) Report(s) and applicable schedule requirement(s). The incremental cost for preparation of the AUP Report(s) and the schedule cannot be charged to the federal funding stream.

SUBRECIPIENT / CONTRACTOR AUDITS

AUDIT CLAUSE A – SUBRECIPIENT Local Governments and Nonprofit Organizations

The local government or nonprofit organization must comply with all federal and state audit requirements including: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained at 2 CFR 200 and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government. **In the absence of a federally required audit**, the entity is responsible for the following annual audit requirements, which are based upon the program year specified in this agreement.

Organizations that **expend \$750,000 or more in combined state and federal funds, but less than \$750,000 in federal funds**, during the program year are required to have an audit of those funds made in accordance with generally accepted *Government Auditing Standards* (The Yellow Book), revised, as published by the Comptroller General of the United States. Where such an audit is not required to meet the federal requirements, the costs related to DHS audit requirements may not be charged to federal funding streams.

If in connection with the agreement, a local government or nonprofit organization **expends \$500,000 or more in combined state and federal funds, but less than \$750,000 in combined state and federal funds**, during the program year, the subrecipient shall ensure that, for the term of the contract, an independent auditor conducts annual examinations of its compliance with the terms and conditions of this contract. These examinations shall be conducted in accordance with the American Institute of Certified Public Accountants' Statements on Standards for Attestation Engagements, No. 10, Compliance Attestation (SSAE 10), and shall be of a scope acceptable to the DHS. The initial compliance attestation shall be completed for the program year specified in the contract and conducted annually thereafter. The incremental cost for preparation of the SSAE 10 report cannot be charged to federal funding streams.

The subrecipient shall submit the compliance attestation reports (if applicable) to the DHS within 90 days after the program year has been completed. When the compliance attestation reports are other than unqualified, the subrecipient shall submit to the DHS, in addition to the compliance attestation reports, a plan describing what actions the subrecipient will implement to correct the situation that caused the auditor to issue other than an unqualified report, a timetable for implementing the planned corrective actions, and a process for monitoring compliance with the timetable and a contact person who is responsible for the resolution of the situation

If the subrecipient enters into an agreement with a subcontractor(s) for the performance of any primary contractual duties, the audit requirements are applicable to the subcontractor(s) with whom the subrecipient has entered into an agreement. Consequently, the audit requirements should be incorporated into the sub-contractual document as entered by the subrecipient.

A local government or nonprofit entity that **expends less than \$500,000 combined state and federal funds** during the program year is exempt from DHS audit requirements, but is required to maintain auditable records for each contract year. Records must be available for review by appropriate officials of the DHS or a pass-through entity.

SUBRECIPIENT / CONTRACTOR AUDITS

AUDIT CLAUSE A – SUBRECIPIENT

Local Governments and Nonprofit Organizations

GENERAL AUDIT PROVISIONS

A local government or nonprofit organization is responsible for obtaining the necessary audit and securing the services of an independent, licensed certified public accountant or other independent governmental auditor. Federal regulations preclude public accountants licensed in the Commonwealth of Pennsylvania from performing audits of federal awards.

The Commonwealth reserves the right for federal and state agencies, or their authorized representatives, to perform additional audits of a financial and/or performance nature, if deemed necessary by Commonwealth or federal agencies. Any such additional audit work may rely on the work already performed by the subrecipient's auditor, and the costs for any additional work performed by the federal or state agency will be borne by those agencies at no additional expense to the subrecipient.

If it is decided that an audit of this contract will be performed, the subrecipient will be given advance notice. The subrecipient shall maintain books, records, and documents that support the services provided, that the fees earned are in accordance with the contract, and that the subrecipient has complied with the contract terms and conditions. The subrecipient agrees to make available, upon reasonable notice, at the office of the subrecipient, during normal business hours, for the term of this contract and the retention period set forth in this Audit Clause, any of the books, records, and documents for inspection, audit, or reproduction by any state or federal agency or its authorized representative.

The subrecipient shall preserve all books, records, and documents related to this contract for a period of time that is the greater of five years from the contract expiration date, until all questioned costs or activities have been resolved to the satisfaction of the Commonwealth, or as required by applicable federal laws and regulations, whichever is longer. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement.

Audit documentation and audit reports must be retained by the subrecipient's independent auditor for a minimum of five years from the date of issuance of the audit report, unless the subrecipient's auditor is notified in writing by the Commonwealth or the cognizant or oversight federal agency to extend the retention period. Audit documentation must be made available upon request to authorized representatives of the Commonwealth, the cognizant or oversight agency, the federal funding agency, or the Government Accountability Office.

Records that relate to litigation of the settlement of claims arising out of performance or expenditures under this contract to which exception has been taken by the auditors shall be retained by the subrecipient or provided to the Commonwealth at the DHS' option until such litigation, claim, or exceptions have reached final disposition.

Except for documentary evidence delivered pursuant to litigation or the settlement of claims arising out of the performance of the contract, the subrecipient may, in fulfillment of its obligation to retain records as required by this Audit Clause, substitute photographs, microphotographs, or other authentic reproductions of such records after the expiration of two years following the last day of the month of reimbursement to the contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth.

SUBRECIPIENT / CONTRACTOR AUDITS

AUDIT CLAUSE A – SUBRECIPIENT Local Governments and Nonprofit Organizations

SUBMISSION OF AUDIT REPORTS TO THE COMMONWEALTH

A. Federally Required Audit Reports

For years beginning prior to December 26, 2014: submit an electronic copy of federally required audit reports to the Commonwealth, which shall include:

1. Auditor's reports
 - a. Independent auditor's report on the financial statements, which expresses an opinion on whether the financial statements are presented fairly in all material respects in conformity with the stated basis of accounting.
 - b. Independent auditor's report on the supplementary Schedule of Expenditures of Federal Awards (SEFA), which should express an opinion on whether the SEFA is fairly stated in all material respects in relation to the subrecipient's basic financial statements taken as a whole. This report can be combined with the independent auditor's report on the basic financial statements or may appear separately in the auditor-submitted document.
 - c. Report on internal control over financial reporting and compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
 - d. Report on compliance and internal control over compliance applicable to each major program in accordance with OMB Circular A-133.
 - e. Schedule of findings and questioned costs.
2. Financial statements and notes thereto
3. SEFA and notes thereto
4. Summary schedule of prior audit findings
5. Corrective action plan (if applicable)
6. Data collection form
7. Management letter (if applicable)

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the audit guide and OMB Circular A-133.

SUBRECIPIENT / CONTRACTOR AUDITS

AUDIT CLAUSE A – SUBRECIPIENT Local Governments and Nonprofit Organizations

Instructions and information regarding submission of the single audit/program-specific audit reporting package are available to the public on the Single Audit Submissions page of the Office of the Budget website (<http://www.budget.state.pa.us>). The reporting package must be submitted electronically in single Portable Document Format (PDF) file to RA-BOASingleAudit@pa.gov.

Steps for submission:

1. Complete the Single Audit/Program Specific Audit Reporting Package Checklist available on the Single Audit Submissions page of the Office of the Budget website (<http://www.budget.state.pa.us>). The Single Audit/Program Specific Audit Reporting Package Checklist ensures the subrecipient's reporting package contains all required elements.
2. Upload the completed Single Audit/Program-Specific Audit Reporting Package along with the Single Audit/Program Specific Audit Reporting Package Checklist in a single PDF file in an e-mail addressed to RA-BOASingleAudit@pa.gov. In the subject line of the e-mail the subrecipient must identify the exact name on the Single Audit/Program-Specific Audit Reporting Package and the period end date to which the reporting package applies.

The subrecipient will receive an email to confirm the receipt of the Single Audit/Program-Specific Audit Reporting Package, including the completed Single Audit/Program Specific Audit Reporting Package Checklist.

For years beginning on or after December 26, 2014: submit an electronic copy of the audit report package to the Federal Audit Clearinghouse, which shall include the elements outlined in 2 CFR Part 200, Subpart F – Audit Requirements (Subpart F).

In addition, the subrecipient must send a copy of the confirmation from the Federal Audit Clearinghouse to the resource account RA-BOASingleAudit@pa.gov.

B. DHS Required Audit Reports and Additional Submission by Subrecipients

1. Independent Accountant's Report on Applying Agreed-Upon Procedures – which consist of the following procedures for the funding provided by this agreement for the contract year ending within the entity's fiscal year end under audit:
 - (a) Verify by comparison of the amounts and classifications that the supplemental financial schedules listed below, which summarize amounts reported to DHS for fiscal year ended {CONTRACT YEAR END}, have been accurately compiled and reflect the audited books and records of (Auditee). Also verify by comparison to the example schedules that these schedules are presented, at a minimum, at the level of detail that directly mirrors the budget page (Rider 3) of the contract. The Schedule of Revenues and Expenditures should mirror the line items on the budget pages of the contract and include a budget and an actual expenditure column pertaining to this period.

Program Name/ Contract Number Referenced Schedule/Exhibit

(List each individual schedule for all contracts in which the auditee participated.)

SUBRECIPIENT / CONTRACTOR AUDITS

AUDIT CLAUSE A – SUBRECIPIENT Local Governments and Nonprofit Organizations

- (b) Inquire of management regarding adjustments to reported revenues or expenditures, which were not reflected on the reports submitted to DHS for the period in question.
- (c) Based on the procedures detailed in paragraphs (a) and (b) above, disclose any adjustments and/or findings and identify which have (have not) been reflected on the corresponding schedules.

(List each separately. Indicate whether it has/has not been reflected on the schedule.)

2. Independent Accountant's Report on Applying Agreed-Upon Procedures – which consist of the following procedures for the entity's fiscal year end under audit. All Local Governments and Nonprofit Organizations who are submitting a single audit in accordance with 2 CFR Part 200, Subpart F are also required to include in their single audit reporting package a supplemental schedule, which is to be subjected to an Agreed-Upon Procedures engagement. The schedule, for which an example is included in this audit clause as Enclosure I, is a reconciliation of the expenditures listed on the Schedule of Expenditures of Federal Awards (SEFA) to the Federal award income received from the Pennsylvania Department of Human Services (DHS), as noted in the revenue audit confirmation received from the Commonwealth of Pennsylvania. The procedures to be performed on the reconciliation schedule are as follows:

- (a) Agree the expenditure amounts listed on the reconciliation schedule under the "Federal Expenditures per the SEFA" column to the audited Schedule of Expenditures of Federal Awards (SEFA).
- (b) Agree the receipt amounts listed on the reconciliation schedule under the "Federal Awards Received per the audit confirmation reply from Pennsylvania" column to the subrecipient Federal amounts that were reflected in the audit confirmation reply from the Office of Budget, Comptroller Operations.
- (c) Recalculate the amounts listed under the "Difference" column.
- (d) Agree the amounts listed under the "Difference" column to the audited books and records of the Provider.
- (e) Agree the "Detailed Explanation of the Differences" to the audited books and records of the Provider.
- (f) Based on the procedures detailed in paragraphs (a) through (e) above, disclose any adjustments and/or findings which have not been reflected on the corresponding schedules (List each separately.).

SUBRECIPIENT / CONTRACTOR AUDITS

AUDIT CLAUSE A – SUBRECIPIENT Local Governments and Nonprofit Organizations

PERIOD SUBJECT TO AUDIT

A federally required audit, conducted in accordance with Subpart F, encompasses the fiscal period of the provider. **Therefore, the period of the federally required audit may differ from the official reporting period as specified in this agreement.** Where these periods differ, the required supplemental schedule(s) of Revenues and Expenditures and the related Independent Accountant's Report on Applying Agreed-Upon Procedures must be completed for the official annual reporting period of this agreement that ended during the period under audit and shall accompany the federally required audit.

CORRECTIVE ACTION PLAN

The provider shall prepare a corrective action plan (CAP) to address all findings of noncompliance, internal control weaknesses, and/or reportable conditions disclosed in the audit report. For each finding noted, the CAP should include: (1) a brief description identifying the findings; (2) whether the provider agrees with the finding; (3) the specific steps taken or to be taken to correct the deficiency or specific reasons why corrective action is not necessary; (4) a timetable for completion of the corrective action steps; (5) a description of monitoring to be performed to ensure that the steps are taken; and (6) the responsible party for the CAP.

REMEDIES FOR NONCOMPLIANCE

The provider's failure to provide an acceptable audit, in accordance with the requirements of the Audit Clause Requirements, may result in the DHS' not accepting the report and initiating sanctions against the provider that may include the following:

- Disallowing the cost of the audit.
- Withholding a percentage of the contract funding pending compliance.
- Withholding or disallowing administrative costs.
- Suspending subsequent contract funding pending compliance.

TECHNICAL ASSISTANCE

Technical assistance on the DHS' audit requirements and the integration of those requirements with the federal Single Audit requirements will be provided by:

Department of Human Services
Bureau of Financial Operations
Division of Audit and Review
Audit Resolution Section
1st Floor, Forum Place
555 Walnut Street
P.O. Box 2675
Harrisburg, Pennsylvania 17105-2675
Email: RA-pwauditresolution@pa.gov

RIDER 5

PCADV
PROGRAM STANDARDS

PCADV

Program Standards

July 1, 2019

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1 SECTION ONE: ORGANIZATIONAL OVERVIEW

1.1 Definition

A domestic violence program shall be either:

A private, nonprofit corporation in the Commonwealth of Pennsylvania, whose primary purpose is to operate programs and services to assist domestic violence/intimate partner violence survivors and their children;

OR

A private, nonprofit organization in the Commonwealth of Pennsylvania, that has established a domestic violence project or program component dedicated to providing services for domestic violence/intimate partner violence survivors and their children.

1.1.1 Mission Statement



Programs must have a written mission-statement that sets out the goals, purpose and work of the organization.

1.1.2 Services

All Domestic Violence Programs will provide the following support and advocacy services to domestic violence/intimate partner violence survivors and their children:

- 24-hour hotline;
- Crisis intervention;
- Safety planning;
- Emergency shelter (or access to) which includes hotels/motels or safe homes as appropriate;
- Service advocacy;
- Trauma-informed counseling/advocacy, both individual and group, for adults and children/youth; and
- Transportation.

In addition, all domestic violence programs will engage in the following:

- Community education/awareness activities;
- Training for community agencies/systems; and
- Systems change/systems advocacy activities initiated to effect policy or procedural change to better serve survivors of domestic violence.

1.2 Governance/Board of Directors

1.2.1 Basic Functions

All domestic violence programs shall have a governing Board of Directors that is organized to fulfill the following basic functions for the organization:

- Determining the mission and purpose of the organization;
- Selecting the chief executive who will direct the organization's activities;
- Supporting the chief executive and assessing their performance;
- Ensure effective organizational planning
- Ensuring adequate fiscal resources are available to support the programs and services of the organization
- Manage resources effectively
- Determine and monitor the organization's programs and services; and
- Enhancing the organization's public image.

1.2.2 Bylaws

The organization will have bylaws consistent with established practices for nonprofit organizations as recommended by the Pennsylvania Association of Nonprofit organizations, and must minimally include the following:

- Size of the board, specifying both a minimum and maximum number of members;
- Procedures for holding regular and special meetings, electing directors and officers, and board officer term limits;
- Conflict of interest policies and procedures;
- List of corporate officers;
- Quorum requirements; and
- A statement that enumerates the provisions to be made in the event of dissolution of the organization. These shall include the payment of all agency liabilities and a plan for the disposition of program records, property and net assets shall be clearly stated.

1.2.3 Closing

The PCADV will be notified within 48 hours of a Board's decision to close the program.

1.2.4 Composition of Board of Directors

To the extent possible, the program's board recruitment efforts shall reasonably reflect the diversity of the organization's constituencies and the broader community, and shall include survivors of domestic violence.

When a private, nonprofit organization has established within its multi-service program a domestic violence project or program component dedicated to providing services for domestic violence/intimate partner violence survivors and their children, the organization shall:

- Assure the capacity of the domestic violence program is adequately maintained so that efficient and timely services are provided to domestic violence/intimate partner violence survivors and their children;
- Keep the board of directors apprised of issues and trends that affect domestic violence survivors and their children and/or that may affect the functioning of the program within the organization and/or community; and
- Review annual program plans and budgets and recommend to the board of directors their inclusion in the organization's overall annual plan and operating budget and otherwise assure that the organization allocates sufficient resources so as to enable the domestic violence program to fulfill its stated purpose.

1.2.5 Training

Board Members must participate in training that includes but is not necessarily limited to the following:

- Fiduciary and fiscal roles/responsibilities/boundaries for board members of a nonprofit organization, including conflicts of interest;
- Ethics, advocacy and boundaries;
- Domestic violence program related topics, i.e. funding, staffing, policies and procedures, etc.;
- Confidentiality: definition, the statute granting the privilege, release of information; breaches and conflicts of interest; and
- Introduction to and understanding of domestic violence; decisions about staying or leaving a relationship; batterer generated vs. life generated risks; the impact of domestic violence on children and adolescent relationship abuse.

1.3 Organizational Requirements

All domestic violence programs/organizations shall have the following:

- Documentation of their legal propriety, including Articles of Incorporation as a Non-Profit organization and 501(c)(3) tax exempt status. (For organizations that are 100% FVPSA-funded, the tax exempt requirement will not apply.);
- A Federal Employer Identification Number (EIN) issued by the Internal Revenue Service, U.S. Treasury Department;
- PA Tax Identification Number;
- A current Certificate of Registration from the Pennsylvania Bureau of Charitable Organizations (BCO);
- A record of meeting minutes of the board of directors. Meeting minutes shall include: The date of the meeting, a listing of those in attendance and those absent, actions taken, program and committee reports, and shall be available to all staff;
- An annual report of program activities that is made available to the public and includes, at minimum, a year-end financial statement;
- IRS Form 990 for the current year; and

- Adequate personal/property liability and fire insurance; board member indemnification insurance and or bonding of employees that handle receivables, payables, fund accounts or property transactions.

2 SECTION TWO: PROGRAM ADMINISTRATION

2.1 Human Resource Management

2.1.1 Organizational Chart

Programs must have a current organizational chart that defines responsibility and lines of accountability and that includes both staff and volunteer positions.

2.1.2 Employee Handbooks

The program must have a written Employee Handbook that is provided to all staff. The Handbook shall include but is not limited to the following:

- Recruitment, hiring and compensation of staff;
- Promotion, supervision, discipline, conflict resolutions and termination of staff;
- Procedures for evaluation, which must occur at least annually;
- Employee benefits, including a list of benefits provided and eligibility requirements;
- A professional code of ethics;
- Travel and per diem reimbursement guidelines;
- Location, security and employee access to human resource files;
- Confidentiality of staff about program location if applicable, activities, and survivor information;
- Employee use of technology including policies for maintaining client confidentiality;
- Mandated reporting of abuse or neglect of children;
- Affirmative Action policy/Equal Employment Opportunity statement;
- Sexual harassment policy;
- Americans with Disabilities Act ADA compliance;
- Workplace Violence policy that addresses domestic violence;
- Drug free workplace policy;
- Environmental Tobacco Smoke [Clean Indoor Air Act of 2008];
- Conflict of interest procedures;
- Whistle blower policy;
- Media/Social Networking policies for staff positions responsible for agency postings to Facebook, Twitter etc., responses and monitoring;
- Agency policy on transportation of service recipients by agency vehicle, staff/volunteer vehicles, and insurance requirements for both.

2.2 Human Resource Policies

There will be written human resource policies that will include, at minimum, the following:

- Employee Classifications in accordance with the Fair Labor Standards Act (FLSA);
- Non-discrimination/equal opportunity provisions;
- Recruitment Procedures;
- Compensation;
- Holidays;
- Paid and Unpaid Leave policies;
- Staff training/staff development
- Benefits;
- Travel and employee expenses;
- Annual Performance reviews;
- Termination of employment;
- Conflict resolution procedure/appeals;
- Work products and files; and
- Consultant fees, honoraria, gifts.

The program will have a written policy and procedure for the confidential maintenance of human resource records that will address the following:

- Security of the records;
- Release of records;
- Position(s) responsible for maintenance of records;
- Position(s) responsible for granting access to records and under what circumstances; and
- Record retention/destruction.

2.2.1 Human Resource Files

There shall be a human resource file for all employees that will include, but not be limited to:

- The application for employment or resume that preceded the initial selection and/or re-employment;
- Verification of training, experience:
- Pennsylvania Child Abuse History Clearance;
- Pennsylvania Criminal Record Check;
- FBI Clearance, if applicable;
- Performance evaluations;
- A record of any disciplinary actions taken;
- Current job description signed by the employee and their supervisor;
- A signed confidentiality statement;
- A signed ethics statement;
- Documentation of all training; and
- Any other documents required by law.

The following must be maintained by the program but do not necessarily have to be kept in the employee's human resource file:

- Attendance records;
- Salary information – which includes the date of employment, starting salary, all salary increases/decreases (reasons therefore, e.g., annual increment) and source of funds and authorization for a payroll deduction;
- Form W-4, Employee's Withholding Allowance Certification;
- Form I-9, Employee's Eligibility Certification; and
- Documentation of all training, conferences, workshops and webinars attended.

2.2.2 Job Descriptions

There will be written job descriptions for all program positions that will include, but not be limited to:

- Job title;
- FLSA status, if applicable;
- Any Supervisory responsibilities;
- Tasks and responsibilities of the job;
- Requisite qualifications, education, skills, knowledge and experience; and
- Hours of work (e.g., 40 hours per week, 25 hours per month, etc.)

2.2.3 Employee Access to File

Employees will have the right to inspect their own records; to request the correction or removal of inaccurate, irrelevant, outdated or incomplete information from their records; and to submit rebuttal data or memoranda to their own records.

2.3 EEOC

The program will maintain non-discriminatory practices and equal opportunity in hiring and other personnel actions as required by law, e.g., Civil Rights Act, Pennsylvania Equal Rights Amendment, Pennsylvania Human Relations Act, Equal Employment Opportunity Act, Title IX, Americans with Disabilities Act, and Family and Medical Leave Act.

There will be a staff person who is responsible for developing and monitoring the program's Non-Discrimination Policy.

2.4 Mandatory Reporting

There shall be written policies and procedures related to background check and mandatory reporting requirements related to the current Pennsylvania Child Protective Services Law.

2.5 Technology

There shall be written Technology Policies and Procedures that shall include but not necessarily be limited to:

- Use of the internet by staff and volunteers;
- Staff access to technology;
- Technical Assistance;

- Security; and
- Confidentiality.

3 SECTION THREE: FISCAL ADMINISTRATION

The Provider is responsible for the sound financial management of its organization by ensuring proper financial controls are in place and by maintaining current financial documents. In addition, the Provider shall protect the assets of the organization, and maintain sound financial conditions and activities. Records shall be current, complete, accurate, and maintained in such form as to permit PCADV/DHS evaluation.

Fiscal systems shall be maintained on a July 1 to June 30 fiscal year, or on another 12-month period that meets the needs of the program.

3.1 Uniform Guidance

All programs shall implement a written Cost Allocation plan that meets the requirements of Uniform Guidance, in which the program:

- Allocates costs, including direct and indirect costs; and
- Determines the actual bases used to allocate costs.

3.2 Fund Accounting

Providers shall utilize fund accounting to classify all revenues and expenditures by funding streams that differentiate the sources of revenue and specific activities.

3.2.1 Basis of Accounting

All fiscal systems shall operate according to Generally Accepted Accounting Principles, using the accrual basis.

3.2.2 Financial Reporting and Statements

The organization's Board of Directors shall approve an annual operating budget that details each funding stream and program expenditures.

The Provider shall enter the approved operating budget into the fund accounting software system. The system shall produce financial statements that include a budget versus actual comparison.

Financial statements shall be reviewed by management on a monthly basis and variances between budgeted and actuals shall be analyzed. Any material variances (greater than 10%) shall be documented.

Financial statements, including at minimum a Balance Sheet and a Revenue/Expense Statement, shall be produced directly from the accounting system and provided to the Board of Directors. The reports shall display actual vs. budgeted amounts, with a written explanation of variances. The financial statements shall be reviewed and approved by the Board of Directors, minimally, at each regular meeting of the Board of Directors.

The organization's written fiscal procedures shall include proper segregation of duties. At a minimum, the following internal controls shall be specified:

- Payroll is approved by upper management by an individual who is outside the payroll department. The preparer of the payroll is not the same person who signs the payroll checks.
- Employee time sheets must be signed by the employee, approved by a supervisor.
- Check signing is limited to those authorized by the Board of Directors. Check signers do not prepare, post, record or reconcile the program's accounts.
- The person receiving and opening mail is different from the person who posts transactions within the accounting system, prepares the deposit, and/or makes bank deposits.
- The person reconciling the monthly bank statement is not a check signer. Bank reconciliations shall be reviewed, initialed and dated by the next level of management.
- A chart of accounts shall identify the codes used to record transactions.

3.2.3 Invoices and Checks

Fiscal documentation shall reflect that:

- Checks presented for signatures shall include the original invoice/receipt that agrees with the amount listed on the check.
- Invoices are timely paid.
- Checks which are written to an authorized check signer shall be signed by different authorized signers.
- Written purchasing policies and procedures were followed.
- Voided checks shall be clearly marked "VOID," voided in the accounting system, and retained per the program's record retention policy.

3.2.4 Travel Expenses

Travel, lodging and other expense reimbursements shall conform to the requirements set forth in the Commonwealth Travel Policy, which are consistent with federal GSA rates.

Travel expense reports shall include, at a minimum:

- Itemized expenses supported by original receipts;
- A clearly stated business purpose;
- Pre-authorized conference expenses, if applicable;
- A mileage sheet used to calculate and reimburse mileage expenses, which includes the purpose of travel and distance traveled;
- Hotel rooms and meals must follow www.gsa.gov per diem rates, which includes a maximum reimbursement amount for each meal; and
- Reimbursement for alcoholic beverages is prohibited.

3.2.5 Bank Statements

Bank reconciliations shall be performed monthly, reviewed, and signed by the next level of management. They may be signed by a senior staff outside the fiscal department, or by the

board treasurer. Bank statements shall be received by the person reconciling the account after they have been reviewed and analyzed for any anomalies such as missing checks or checks with missing signatures. The person receiving and reviewing the monthly bank statement is not the same person responsible for approving/signing off on the monthly reconciliation of the bank account(s).

3.2.6 Lines of Credit

It is the responsibility of the board of directors to authorize application for and acceptance of any line of credit prior to use. Providers shall have a Board-approved written policy regarding obtaining lines of credit and approval and utilization of such.

3.2.7 Credit Cards

Providers must maintain strict policies and controls over credit card usage. The organization's written policy on credit card usage shall address, at a minimum:

- The employees eligible to obtain a credit card;
- The procedures and approvals that must be in place prior to distributing credit cards to employees which establish credit and spending limits and a process for accurate tracking and reporting of expenses. All credit card charges must be supported by itemized receipts; and
- Types of allowable credit card purchases.

3.2.8 Capitalization Policy

The program shall implement a written capitalization policy which shall state:

- A capitalization threshold established by the program; and
- Whether the threshold applies to individual or aggregate purchases.

3.2.9 Procurement Policy

The program shall implement a written procurement policy and procedures which shall include, at a minimum:

- A statement noting that the organization's staff, board and volunteers cannot engage in activities, transactions or practices which would accrue unallowable benefits to individuals or entities;
- Staff positions authorized to initiate and/or approve purchases paid with federal grant funds, of up to \$5,000;
- A minimum of three (3) price quotes for goods or services that exceed \$5,000 per unit, which must be approved by the program's Executive Director and fiscal management;
- A formal request for proposal/bid for goods or services which exceed \$15,000 per unit, or 10% of its total PCADV annual budget, whichever is less. The board of directors must approve these purchases; and
- Contracts in excess of \$100,000 must be reviewed by external legal counsel.

The program may choose to implement stricter thresholds in its procurement policy.

3.3 Payroll

The program shall have a system in place to accurately record time and attendance for all personnel. The system must account for the total of the activities for which employees are compensated. The system must also account for the total of both direct and indirect activities for which employees are compensated, and identify any related funding stream(s).

The program shall document each employee's gross salary, benefits and taxes deducted and net salaries paid. Appropriate Medicare, Unemployment Compensation Insurance, Worker's Compensation insurance payments and any other payroll deductions must be made in a timely manner and appropriately documented by the program.

Organizations that outsource payroll information to a payroll administrator for processing must maintain payroll records by making appropriate journal entries in the general ledger. All records received from the payroll administrator must be retained by the program for audit purposes.

3.4 Audits

All Programs will comply with the audit requirements outlined in their contracts with PCADV/DHS. The organization's annual audit and IRS Form 990 shall be reviewed and approved by the Board of Directors prior to distribution to third parties. Any recommendations, findings and/or corrective actions identified in the audit shall be corrected and documented to PCADV.

3.5 Conflict of Interest

The program shall implement a written conflict of interest policy/procedure, applicable to the organization's staff, board and volunteers. It shall include:

- A statement noting that staff, board and volunteers cannot engage in activities, business transactions or practices which would accrue unallowable benefits to individuals or entities;
- Definitions of relationships, transactions, or other circumstances, including those of an immediate family member, that could result in a conflict between the organization's interests and their personal, financial or other interests;
- Prior to service with the program, and annually thereafter, the completion of a disclosure statement by staff, board and volunteers to help identify actual or potential conflicts of interest, and a process to review those disclosures; and
- Procedures for managing a conflict, to include recusal of any identified individual from discussion or vote on a particular issue.

4 SECTION FOUR: PROPERTY, BUILDINGS, AND PREMISES

All programs shall make provisions for the following physical requirements:

4.1 Accessibility and Comfort

- ADA compliance for accessibility or have an alternative option in place to meet ADA requirements.

- There shall be rooms or areas offering reasonable privacy where individual assessment and/or counseling can take place, and a room or rooms for group meetings or other group activities. These rooms may be multi-purpose rooms; however, furnishings shall be appropriate to their use.
- The program shall have sufficient space arranged and furnished in a manner appropriate to record keeping and other clerical functions.
- Toilets, lavatories and bathing facilities (in residential settings) shall be conveniently located throughout the building. All such lavatory facilities shall be maintained in a clean and sanitary manner.
- All facilities shall be clean, safe, sanitary, and in good repair at all times. Programs shall replace or repair broken, run-down or defective furnishings and equipment promptly.
- A Program's building, parking lots, and other facilities shall be accessible to, and functional for, service recipients and staff members.

4.2 Safety and Fire

- All exits shall be well marked by the use of appropriate exit signs.
- All rooms, corridors and/or stairways shall be sufficiently illuminated.
- All facilities shall be maintained in conformity with the regulations adopted by State and local fire marshals for the prevention of fire and the protection of lives and property against fire.
- Programs shall ensure that all poisonous, toxic, and/or flammable materials are safely stored in appropriate containers labeled as to contents. Such materials shall be maintained only as necessary and shall be used in such a manner as to ensure the safety of service recipients, staff, and visitors.
- Programs shall ensure that an appropriately equipped first-aid kit is available in all program facilities and in all agency vehicles used to transport service recipients
- The program shall have either posted telephone numbers of emergency services, including fire department, police, medical services, poison control, and ambulance or show evidence of an alternate means of immediate access to these services.
- The program shall have written procedures for the following: reporting all accidents, incidents and safety hazards; the investigation, evaluation and documentation of follow-up of the above; the provision of safety-related information to all employees.
- All locks or fasteners shall permit free escape from the inside of any building.
- Fire Extinguishers that meet the standards of the National Fire Protection Association or the Underwriters Laboratories shall be installed, inspected regularly and kept charged and filled at all times. The number, type and location of fire extinguishers shall conform to local fire and safety regulations.
- All personnel of the facility must know the location of and be instructed in the proper use of fire extinguishers and other procedures to be observed in case of fire or other emergencies.
- There shall be more than one method of egress from all buildings and from each floor.

- Every required exit, exit access and exit discharge in all facilities owned/leased by the program shall be continuously maintained free of all obstructions or impediments to immediate use in the case of fire or other emergency.
- Fire evacuation plans shall be appropriately posted throughout the building. All common areas and sleeping rooms shall have such plans prominently displayed.
- Fire drills will be conducted and documented monthly. Documentation of fire drills shall include date, time, and timed evacuation of facility to designated safe area, observations and safety action plans.

4.3 Disaster/Emergency Plans and Procedures:

Provisions shall be made for the safety of clients, shelter residents and staff members in case of fire or other emergency. The program shall have established written procedures to deal with disasters and emergencies that may involve a disruption in service, to include the following:

- A fire in the facility or in the immediate surrounding area;
- Floods, tornadoes, hurricanes or other natural disasters that creates structural damages to the facility or poses health hazards;
- Environmental disasters, natural disasters, and utility disruption;
- An outbreak of contagious disease dangerous to public health such as Tuberculosis (TB), Hepatitis A, etc.;
- Any human act(s) by staff or volunteers of the facility that results in serious illness, injury or physical and/or psychological impairment of a service recipient;
- Any suspected abuse, neglect or exploitation of a service recipient;
- Violence and threats of violence within the facility or from outside the facility;
- On-site incidents that include acts of physical harm to a service recipient, staff member or volunteer by a service recipient or an offender;
- An attempted break-in or an intruder on the property, including a hostage situation;
- Bomb threats, injury, or health-related emergencies;
- Firearms or other weapons on the premises;
- Evacuations. Fire evacuation plans will be posted throughout each building. For emergency shelters, all common areas and sleeping rooms will have such plans prominently displayed;
- Pandemics;
- Relocation of staff and residents;
- Infestations; and
- Critical incident management in the event of a service recipient suicide or fatality.

Procedures for evacuation and other emergencies shall be posted, reviewed, and tested at frequent and regular intervals to ensure effectiveness and staff readiness. All staff members and volunteers shall be instructed in the procedures to be followed and their respective duties

Critical Incidents: All domestic violence programs must report to PCADV within 24 hours any serious incident or unusual occurrence that has threatened or could threaten the health, safety,

or welfare of service recipients, staff or the facility. Reports may be made by telephone with documentation following by fax or e-mail. A significant health or safety issue, rules violation, or action involving liability may include but is not limited to the above.

All actions taken to verify or resolve the issue(s) must be documented. All programs must have written crisis management policies and procedures that include, at minimum:

- Prevention, preparation and training for crisis; and
- The designation of persons responsible for implementing a crisis procedure and the communication of relevant information to others within the organization.

5 SECTION FIVE: HOTLINE SERVICES

Hotline refers to crisis intervention, information and referral provided 24 hours a day, every day of the year, on a telephone line answered by qualified, trained staff members or volunteers.

A hotline operated by a domestic violence program must provide 24-hour crisis telephone access to the program.

The hotline number must be advertised, widely distributed, and be available from local telephone information services within the domestic violence program's service area.

Hotline services must include but are not limited to:

- Assessment of the caller's needs;
- Listening to and validating the caller's experience;
- Crisis intervention;
- Danger assessment/batterer-generated risks;
- Safety planning;
- Information about available legal and/or medical remedies; and
- Information and referral to available community resources.

The hotline should be answered by a program staff member or volunteer who has successfully completed the required minimum 40 hours (45 hours preferred) of domestic violence training.

If the program utilizes a call-forwarding system for the hotline, a professional answering service or any other system it must guarantee that the caller's first contact is supportive. An answering machine or voicemail are not acceptable alternatives. Individuals calling the hotline must be able to speak, within 15 minutes, to a domestic violence trained program worker.

Coordination/collaboration of hotline services is acceptable when more than one PCADV – funded program is situated within the same county or close geographic area. In the case of coordinated/collaborative hotline services, a letter of agreement must be developed that includes services to be provided, distribution of responsibilities and how communications between the programs will be accomplished. The letter must be signed and dated by all appropriate parties and updated every two years. The letter of agreement must be approved by the PCADV.

The program shall, at minimum, document the following information for all hotline/crisis line calls:

- Date of the call;
- Length of time of the call;
- Reason for the call; and
- Disposition of the call.

6 SECTION SIX – DATA COLLECTION, RECORDKEEPING, REPORTING

6.1 Performance Measurement

A data collection and record keeping system must be utilized that allows for the efficient retrieval of data needed to measure the domestic violence program's performance in relation to its stated goals, objectives and funding requirements.

6.2 Confidentiality

There must be written policies and procedures to ensure that all services provided are documented in written and/or electronic form and that those records are maintained in a manner that protects the confidentiality and privacy rights of individuals, groups and/or families receiving services.

Written records of services provided in individual, group and/or family settings must be maintained in a secure, locked storage area that is accessible only by paid staff members employed to provide direct services, authorized volunteers and/or administrative or executive staff members responsible for supervision and/or internal review of service records for quality assurance purposes.

Electronic records of services provided must be maintained in consultation with information technology professionals to ensure that records are accessible only to those listed above, that the records cannot be accessed remotely by anyone outside of the program.

The program shall have policies that allow review and access to records only by staff and volunteers as necessary to provide or supervise services, perform grant or audit reporting duties, or to respond to court orders, such as orders subject to state law and court decisions.

6.3 Retention

Programs must have a written policy regarding record retention that includes how long specific forms are kept, destruction of paper files, and destruction of electronic files. Program administrators should take into consideration the needs of the program and the requirements of funders when setting the length of time documents are to be kept.

Records will be maintained for all service recipients that will include, but not be limited to, the following:

- Basic demographic data;

- Basic Intake Form;
- Consent to release of information forms;
- Documentation that safety planning was discussed;
- Eligibility form (PW652 or other DHS approved form);
- Service/Goal plan; to be completed for all adult shelter residents and for non-shelter residents having 3 or more counseling/advocacy contacts);
- Documentation of services provided;
- Exit interview/service evaluation and other dispositional data; and
- All follow-up contacts.

6.4 Format and Content of Case Records

The contents of the case files shall include clear and specific information pertinent to the service recipient's situation and the services provided.

Brevity is key in documenting the nature of services provided. All entries shall contain only the information necessary to document the nature of the service(s) provided. Case records shall be free of any reference to service recipient feelings, emotional/psychological assessments, personal commentary or observations, etc. and shall not contain direct quotes from the service recipient.

Records developed/maintained concerning all adult and minor domestic violence service recipients shall be maintained in separate files.

Programs must have a written policy regarding the right of service recipients to access their own case records and the procedure for informing the service recipient of the right and the process for obtaining access to their records. Policy statements shall reflect the following:

- The procedures to be followed in order for service recipients to access their own case files/records;
- Who, other than the primary service recipient, is permitted access and under what circumstances;
- Who is responsible for handling all requests from service recipients for access to case records;
- The time frame for responding to service recipient requests for information.
- The manner in which the material is to be shared (e.g. oral discussion, reading the record or duplicating the information; and
- A procedure for service recipients to correct, amend or challenge in writing any inaccurate or incomplete information the record might contain, or with which the service recipient disagrees.

All Programs must comply with any additional service reporting requirements as outlined in their contracts with PCADV and/or DHS.

7 SECTION SEVEN: SERVICE PROVISION

All domestic violence programs shall utilize a Trauma-Informed Model to ensure that all survivors of domestic violence have access to advocacy services in an environment that is inclusive, welcoming, destigmatizing, and non-retraumatizing. Using a trauma-informed approach also means that programs attend to survivors' emotional as well as physical safety.

Just as advocates help survivors to increase their access to economic resources, physical safety, and legal protections, they also assist survivors in strengthening their own psychological capacities to deal with the multiple complex issues they face in accessing safety, recovering from the traumatic effects of domestic violence and other lifetime abuse, and rebuilding their lives.

7.1 Intervention Services

Interactions and activities performed over the telephone or in person by qualified, trained staff members or volunteers with an individual in crisis to stabilize emotions, clarify issues, and provide support and assistance to help explore options for resolution of the individual's self-defined crisis and needs.

Crisis intervention services provide information and referrals that assist an individual in crisis. Crisis intervention services include, but are not limited to:

- Assessing the survivor's safety needs;
- Finding out what the survivor wants;
- Building rapport and validating the survivor's feelings;
- Assuring the survivors that they are not to blame and that they have a right to be safe;
- Assisting in examining alternatives, problem-solving and implementing a plan; and
- Establishing a commitment for the survivor to take and own the planned action steps.

Crisis intervention services must be provided by a domestic violence program staff member or volunteer who has successfully completed the 40-hour training and five-hour practicum.

7.1.1 Interpreters

Upon request, programs shall provide interpreters to non-English proficient clients. This may include utilizing Language Line or other such services for translation.

Children shall not be used as interpreters for counseling sessions, intake, group sessions, or other contacts in which adult issues are discussed.

Intake processes for programs, and safety planning, shall include discussion about any accommodations that might be needed.

Programs shall assist service recipients in securing their right to interpreters within the legal system.

7.2 Denial of Service and Involuntary Termination

A denial of service occurs when individuals requesting program services are found to be ineligible for a service and therefore denied.

Involuntary termination of service occurs when programs discontinue service to survivors without their concurrence. Although sometimes necessary, these procedures shall happen only as the last option after all other methods for service inclusion have failed.

Programs funded through DHS and PCADV will determine their own written policies regarding what is acceptable for program entry or involvement, and what constitutes service denial or involuntary termination; however, the policies must meet the standards below.

When every attempt to include the survivor in services or alter the survivor's current services has been exhausted, denial of services or involuntary termination of services must be used based upon:

- The survivor's current needs, including safety;
- The survivor's current behaviors;
- The survivor's current ability to benefit from services;
- The safety of other past or present survivors receiving services; and
- The safety of program advocates.

Denial or involuntary termination of services shall not be based on an adult survivor's age, race, creed, gender, ethnicity, color, national origin, county of origin, marital status, sexual orientation, gender identity, citizenship status, spoken language, disability or religion. Services to an individual shall not be terminated based on the filing of a grievance. If the grievance interferes with the advocacy relationship in such a way as to prevent its effectiveness, services may be transferred to another advocate or program.

Programs shall have written policies and procedures regarding the denial of services and the involuntary termination of services. These policies and procedures shall include:

- Clearly defined reasons that all services, some services, or service accommodations cannot be provided or must be involuntarily terminated;
- The process for determining that services cannot be provided or must be involuntarily terminated;
- Notice to the survivor orally and in writing of the policy;
- Appeal procedure;
- Notice of the right of the client to appeal a termination decision to DHS, provision of the appeal forms and assistance in completing the forms if requested; and
- Requirement to offer alternative referrals.

7.2.1 Voluntary Services

Pursuant to the Family Violence Prevention and Services Act (FVPSA), any resource or services accessed by a survivor must be voluntary and not be conditioned upon participation in other services or programs. However, a survivor may be asked to leave a program if that client purposefully and willingly violates the program's rules in a manner that endangers the health, safety and wellbeing of other participants, staff or children/youth.

7.3 Ensuring Program Accessibility

The program will have written policies and procedures for accommodating the needs of persons who are:

- Physically disabled;
- Disabled and use the services of a personal care attendant;
- Cognitively/developmentally disabled;
- Non-English speaking, or who have limited English proficiency. All programs must develop and implement a written LEP plan;
- Hearing impaired;
- Visually impaired;
- In need of transportation assistance due to a disability; and
- In need of a service animal for assistance.

The program will coordinate efforts with other service providers who can assist providing disabled individuals with accessing interpreters, personal care attendants, transportation, etc.

The program will have access to material/information available in alternate formats such as Braille, audiocassette, voice activated software, large print documents, CDs/DVDs, etc.

The program will establish and maintain referral connections with community agencies and individuals for the provision of services which are required by the participant(s) and/or their family but which are not provided directly by the program.

A community resource/referral list will be available to all staff and volunteers. This listing will include, but not be limited to the following information: hours of operation; eligibility criteria and the cost for service.

7.3.1 LGBTQ Service Recipients

Language used in hotline calls, forms, intake materials, etc., shall not assume heterosexuality and shall be gender neutral. Programs shall have brochures and other material available for LGBTQ clients that address issues of interpersonal violence (IPV).

No person shall on the basis of actual or perceived sex, including gender identity, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part.

7.3.2 Evaluation

Each program will provide opportunities for adult and child/youth service recipients who have received services to offer feedback about those services.

The opinions of service recipients will be utilized to enhance program services.

All programs will distribute the ESQ-LF or other DHS approved survey form to adult service recipients.

8 SECTION EIGHT: RESIDENTIAL SHELTER SERVICES

Emergency residential shelter services are provided in a safe, protective environment for domestic/interpersonal violence survivors and their children who are in immediate danger or in a potentially lethal situation.

Residents differ in the resources and possessions they have available to them at shelter, and also in the supports they are eligible for from other programs. Programs are responsible to meet the basic needs of persons residing in emergency shelter.

8.1 Comparable Services

FVPSA grantees and subgrantees must provide comparable services to victims regardless of actual or perceived sex, including gender identity. This includes providing access to services for all victims, including male victims, of family, domestic, and dating violence regardless of actual or perceived sex, including gender identity. In addition, the program shall ensure that services to victims with adolescent children under the age of 18 are not limited on the basis of the actual or perceived sex, including gender identity, of the children. Victims and their minor children must be sheltered or housed together, regardless of actual or perceived sex, including gender identity, unless requested otherwise or unless the factors or considerations identified in 45 CFR 1370 require an exception to this general rule.

8.1 Getting to Shelter

Domestic violence programs must develop a written travel protocol for all persons requesting emergency shelter. The protocol must:

- Contain provisions that describe the manner in which the survivor is to travel to the domestic violence shelter for admission;
- Specify when the service recipient will provide their own transportation; and
- Specify the arrangements the center will make when the service recipient requires transportation to the center via public/private transportation providers (i.e., law enforcement, taxi or bus/van service).

8.2 Alternate Accommodations

The program will have written procedures to respond to circumstances that include, but are not limited to the following:

- The primary shelter facility is at capacity and no space is available;
- The distance or transportation needs of the individual or family seeking shelter and the shelter facility prohibits immediate access to the facility; and
- The individual or family seeking shelter has special needs best served by shelter provision through a motel/hotel placement.

If the shelter is full, every effort must be made by program staff to secure and facilitate admission to safe alternate accommodations such as shelter in an adjacent county, hotel/motels, or other facilities which can be safely and confidentially provided.

Shelter programs shall work with survivors to accommodate needs such as personal care attendants, specialized foods, transportation, modifying chores, allowing service animals, etc. Disability status shall not be a reason to deny services.

A domestic violence program that provides safe shelter at locations separate from the primary shelter facility, including motel/hotel placement and/or other direct placement programs providing safe housing, must ensure that those accommodations are safe and that participants have access to a telephone and bathroom facilities, and that all doors to the accommodations have locks.

Rooms are rented under the name of the domestic violence program or a pseudonym designated by financial agreement with the business, and not under the name of any program participant. The financial agreement shall designate any typical customer incidentals provided to residents (use of the pool, meals, etc.)

Annual evaluation of the domestic violence motel/hotel placement program must be conducted to ensure quality and safety of services.

8.3 Initial Welcome

A domestic violence shelter must ensure that program staff:

- Make a reasonable effort to be present when a new resident is admitted to the shelter to determine emergency needs; and
- Initiate a face-to-face intake process with a new resident within twelve hours after admittance to the shelter.

Each resident shall be furnished with written information about services to be provided by the shelter including but not limited to:

- Confidentiality rights and agreements, including records and accessibility;
- Release-of-information agreements;
- Resident rights and responsibilities, including program complaint procedures;
- Communal living guidelines and house meetings;
- The roles of staff and volunteers as mandated reporters of suspected child abuse; and
- An individual or family plan of self-defined needs, goals and action steps to address needed services and assist in maintaining safety.

Each new adult shelter resident shall be given an orientation tour of the facility to include the location of exits, fire extinguishers, and telephones. They shall be instructed, in accordance with their abilities, on actions to be taken in case of fire or other emergencies.

All adult residents will be screened for Traumatic Brain Injury (TBI) and referred as appropriate. The program will provide regular training for all shelter staff on the signs, symptoms, causes and impact of TBI (see Section 13, Medical Advocacy).

8.4 Communal Living

8.4.1 Shelter Staff Training

All direct service shelter staff will be trained in the dynamics of communal living including, but not limited to:

- Conflict resolution;
- Facilitating group dynamics; and
- Parent/child dynamics and interactions.

Shelter guidelines are written in positive and respectful language, including those guidelines posted throughout the shelter. The sole purpose of the guidelines is for protection, safety or health of residents and staff.

8.4.2 Common Areas

Safe and secure play areas are to be provided for children. Outdoor and indoor play areas are safe, free of debris, broken, or dangerous materials. Play equipment is in proper, safe and sanitary working condition.

Religious activities shall not be prohibited but must not take place in common areas when those areas are being utilized for program activities. Every resident will have the option of practicing their religious/spiritual beliefs so long as they do not interfere with the rights of other shelter residents. Under no circumstances will the receipt of services be contingent on attendance at religious services or adherence to particular religious beliefs or practices.

8.4.3 Length of Stay Policy

A domestic violence shelter shall establish a written length-of-stay policy that is flexible and that balances the needs of domestic violence victims with the program's ability to meet those needs.

8.5 Required Facilities, Accommodations and Protocols

Shelters will provide facilities and accommodations that include:

- Compliance with all state and local health and safety codes and inspection requirements;
- At minimum, access to some form of public or private transportation to and from the facility, other service providers and the courts;
- Lavatory/bathing facilities maintained in a clean, sanitary manner;
- Sleeping rooms with a bed for each individual in the shelter. Cribs will be provided for infants. All cribs and bedding must comply with current safety standards put forth by the Consumer Product Safety Commission;
- At least one telephone for use by shelter residents, for incoming and local outgoing calls. A listing of emergency telephone numbers and community resources shall be posted near the phone. Programs shall have the means available for program

participants to make reasonable long distance phone calls to seek employment, support, legal services, relocate, etc. and also to fax or email documents as needed;

- A written protocol in place for staff and/or program participants answering the program participant phone and taking messages for residents. Program participants are instructed on the protocol and safe practices for answering and using the program participant phone;
- A written policy and procedure regarding the security of residents' belongings; and
- A written policy for the disposal of program participant possessions. The policy shall include notification to residents of the time period the program is able to provide storage for their possessions once they have exited shelter.

8.6 Health and Safety of Residents

There shall be a written policy and procedure for meeting the medical needs of residents, including emergency situations. Programs will have a written plan for ensuring the availability of emergency medical and dental care for all residents.

8.6.1 Medications

Programs will have written procedures for the safe storage of medications. Medications shall be stored in individual lockers or a locked box. Program participants are provided with the code or lock and key. Staff may open the program participant lockers, if necessary, such as the program participant has lost their key, or moved out without taking their possessions, medical emergencies (for ICE information and medication list to provide to EMTs), or under a court-ordered search warrant.

Programs shall have a written policy for the safe storage of medications needing refrigeration, allowing for the ease of program participant access upon request, such as making a dorm fridge available in their room, having a locked box in the communal refrigerator, providing access to staff refrigerator, etc.

Program staff shall not function as medication managers. Programs shall have a written policy for the disposal of medications abandoned by program participants, including documenting the name of the drug, name of the staff person responsible for its disposal, amount, time and date.

8.6.2 Contagious and Communicable Diseases

Programs will have written procedures for the control and prevention of communicable and contagious diseases. Procedures must ensure the program's compliance with federal and state laws and ensure the confidentiality of the service recipient, staff and volunteers associated with health care issues.

8.6.3 Privacy

Programs will strive to respect the privacy of their program participants, including all personal belongings. Staff may perform a check of a program participant's room and program property for reasonable health and safety or maintenance concerns, such as an odor indicating a possible

fire or a broken window. Unless it is an emergency situation, staff will notify program participants of the need to enter their rooms prior to doing so whenever possible.

8.6.4 Weapons

Weapons (such as firearms, hunting knives, etc.) shall not be permitted in shelter. Program participants shall be asked to make arrangements for safe storage of weapons off-site.

8.6.5 Food Service

All programs will ensure that food is available on a 24-hour basis. Each resident shall be provided at least three meals or their equivalent available daily at regular times, with provisions made for school lunches. Between-meal snacks of nourishing quality will be made available. No resident will be denied a meal at mealtime for any reason.

Milk and formula shall be made available.

Programs shall make culturally appropriate food available on an as needed basis, and shall provide residents with the means to prepare vegetarian, kosher or halal meals, or to meet other specialized dietary requirements for medical/religious reasons.

Programs will not require residents' use of SNAP benefits to provide basic food requirements while residing in shelter.

Equipment and work areas shall be maintained in a clean and sanitary manner. Hand washing facilities, including hot and cold water, soap and paper towels, will be provided adjacent to food service work areas. Disposable gloves will be made available to anyone handling food.

Programs will purchase and provide to residents only food and drink of safe quality. Outdated cans, bottles and packages of food will be disposed of promptly. Preparation, serving and storage techniques shall ensure that nutrients are retained and spoilage is prevented.

Dry or staple food items will be stored at least six (6) inches above the floor, in a ventilated room not subject to sewage, wastewater backflow, or contamination by condensation, leakage, rodents, or vermin.

8.6.6 Clothing/Laundry

Clean, well-fitting clothing, personal hygiene items, and other necessary items will be available to meet the needs of victim/survivors from diverse cultures and backgrounds.

Programs shall have laundry facilities and supplies available for program participants' use free of charge.

8.6.7 Visitors

Programs will have a written policy in place to allow for necessary visitors, such as other service providers, and make a room available for such visits away from other program participants so as not to compromise the confidentiality or comfort of other residents.

9 SECTION NINE: SERVICES FOR CHILDREN AND YOUTH

Services for children and youth may include shelter, individual and group counseling, safety planning, advocacy, education, recreational activities and other services for children/youth. All services will be provided in an age-appropriate fashion.

Documentation for children/youth must follow the same policies and procedures as documentation for adult survivors. Each child/youth must have their own file, which includes an intake form, service documentation, and any other information relevant to the child/youth.

Programs will provide the following services for children residing in shelter:

- Child/youth intake and assessment;
- Orientation to the shelter facility;
- Safety planning for parent/caregiver and children/youth;
- Individual counseling and/or support contacts;
- Advocacy with outside systems on behalf of child/youth;
- Information and referral services; and
- Age appropriate information about domestic violence.

Residential programs will have a staff person trained in the needs of children/youth who will respond to the needs of child/youth participants in an age-appropriate manner. All staff will be educated about child abuse and neglect, including the impact of verbal abuse, and methods for detecting and intervening when acts of child abuse and neglect are suspected.

The program will make a good faith effort to provide recreational and educational activities/opportunities for children and their parent/guardian.

All programs shall have written policies and procedures regarding the care of children/youth when the parent/guardian is not available.

No staff member, volunteer or intern will use corporal punishment on any child/youth.

Programs will have a written policy prohibiting the use of corporal punishment of children by either the parent or guardian while a family is receiving services under the organization's auspices. When faced with concerns about a client's parenting or the actions of minor clients, programs must take steps to work with the family to address the issue, including seeking assistance from other agencies if necessary, before considering terminating or limiting services.

10 SECTION TEN: MANDATED REPORTING

All Programs shall comply with the provisions of the Child Protective Services Law (23 Pa. C.S.

§§ 6301-6386) and all regulations promulgated there under (55 Pa. Code §§ 3490.1-3490.136).

All programs shall have a written policy and procedure regarding mandated reporting. This policy shall include the following:

- A policy statement describing the program's role as a mandated reporter of suspected child abuse;
- Definitions of child abuse and neglect under current Child Protective Services law;
- When suspected child abuse must be reported and by whom;
- What steps a staff member must take to inform the parent/guardian receiving services from the program of a child's disclosure; and
- What procedure(s) a staff member should follow if the suspected perpetrator of abuse is the parent presently receiving services from the program.

The Program is required to have all employees obtain the following background checks:

1. Pursuant to 18 Pa. C.S. Ch. 91 (relating to criminal history record information) a report of criminal history information from the Pennsylvania State Police or a statement from the State Police that their central registry contains no such information relating to that person. The criminal history record information shall be limited to that which is disseminated pursuant to 18 Pa. C.S. § 9121(b)(2) (relating to general regulations), and 23 Pa. C.S. § 6344(b)(1).
2. A certification from the Department of Human Services as to whether the individual is named in the Statewide database as an alleged perpetrator in a pending child abuse investigation or as a perpetrator in a founded or indicated report [23 Pa. C.S. § 6344(b)(2)].
3. A report of the individual's Federal criminal history. The individual must submit a full set of fingerprints to the Pennsylvania State Police for the purpose of the background check to be submitted to the Federal Bureau of Investigation to verify the identity of the individual and to obtain a current record of any criminal arrests and convictions. The Department/PCADV shall insure confidentiality of the information [23 Pa. C.S. § 6344(b)(3)].

The Program is required to have all volunteers that have direct contact with children provide (23 Pa. C.S. § 6344.2):

1. A report of criminal history information from the Pennsylvania State Police or a statement from the State Police that their central registry contains no such information relating to that person [23 Pa. C.S. § 6344(b)(1)].
2. A certification from the Department of Human Services as to whether the individual is named in the Statewide database as an alleged perpetrator in a pending child abuse investigation or as a perpetrator in a founded or indicated report [23 Pa. C.S. § 6344(b)(2)].

All employee and volunteer background checks must be renewed every (60) sixty months in compliance with 23 Pa. C.S. § 6344.4. The Contractor must maintain copies of all employee and volunteer background checks.

All direct service staff and/or volunteers must complete the 3-hour DHS webinar on *Recognizing and Reporting Child Abuse*. Certification of completion must be maintained on site, in the individual's file.

11 SECTION ELEVEN: CONFIDENTIALITY

The confidentiality of client-advocate communication is essential in protecting the safety of victims and assuring their privacy. Domestic violence programs will rigorously protect all information regarding program participants and their children and will fully comply with the confidentiality provisions of the Pennsylvania Protection from Abuse Act.

Each program will have a written service recipient confidentiality policy that holds adult and child service recipient information as confidential unless there is evidence of child abuse, the service recipient gives the program permission to release such information or certain exceptions apply which do not require prior written consent. Staff, volunteers and board members will be informed and provided a copy of this policy and its application to their specific role(s) with the program.

The confidentiality policy shall include, but not necessarily be limited to the following:

- A confidentiality statement;
- Definitions of confidential communications, observations and information;
- Method of maintenance of records;
- Who has access to records;
- Procedures for the retention and destruction of records;
- Procedure for releasing information with consent of service recipient; and
- Exceptions for release of information, which do not require the service recipient's written consent.

The Program shall maintain the confidentiality of all service recipient case records and identifying information. Employees of the Provider shall not disclose, or knowingly permit the disclosure, of any information concerning the service recipient or their family, directly or indirectly to any person unauthorized by the service recipient.

Records shall be the property of the Program. The Program shall secure records, service recipient files, logs and other written information against loss, tampering, or unauthorized use.

The program shall obtain an informed and voluntary consent from the service recipient for the disclosure of information contained in the service recipient record. A copy of the consent form shall be offered to the service recipient and a copy maintained in the service recipient's records. The consent shall be in writing and shall include, but not be limited to:

- The name of the person, agency, organization to whom disclosure is made;
- The specific information disclosed;

- The purpose of disclosure;
- A dated signature of service recipient or guardian;
- A dated signature of witness;
- An expiration date of the consent (generally not to exceed 30 days.) The expiration date shall reflect time, date, event or condition depending upon the information to be disclosed; and
- An indication that the consent is revocable at the written request of the service recipient, including their identity shall be a part of the orientation of all paid or volunteer staff members.

Programs shall not accept a third party release of information.

Programs shall not use “blanket release forms.”

Each program will have written procedures defining how they will respond to service of legal process, subpoenas, and warrants that may require the release of service recipient information, including identifying information.

12 SECTION TWELVE: LEGAL ADVOCACY

Legal advocacy encompasses a variety of strategies to support and empower a survivor including: to provide sufficient information to assist the survivor in making informed choices among their various legal options; to support the survivor in navigating the civil and or criminal justice system; and to focus on systems change in order to strengthen local responses to survivors of domestic violence, thereby increasing safety for survivors and their children.

With these purposes in mind, a domestic violence program providing legal advocacy services must:

- Ensure that all staff and volunteers who engage in legal advocacy have a working knowledge of current Pennsylvania and federal law pertaining to domestic violence, as well as the local justice system’s response to domestic violence. In each county where services are provided, legal advocates should be familiar with local Rules of Court and local policies and procedures that direct the response to survivors, including the county’s domestic violence protocol.
- Maintain a clear distinction between the delivery of legal advice and legal information. The program must strictly train, monitor and prohibit staff members and volunteers from the unauthorized practice of law, including providing legal advice or legal representation if they are not properly certified to engage in such legal practice.
- Provide assistance, accompaniment and support in a trauma-informed and culturally competent manner to survivors of domestic violence as they navigate the criminal or civil justice systems.
- Work with law enforcement and court personnel to develop written policies and procedures that include specific safety and security measures to be taken when a person who batters is present in a criminal or civil court setting.
- Engage in systems advocacy to develop and utilize personal contacts and knowledge of

the justice system to effect policy and procedural change in order to improve the response of the justice system, social service agencies and other institutions to survivors of domestic violence and their children.

- Provide supportive services can include, but are not necessarily limited to the following information, resources and referrals:
 - Options related to the Protection From Abuse Act and the various safety provisions that may be available with a Protection From Abuse order;
 - Procedures for addressing child custody matters and implementing safety measures during custody exchanges;
 - Procedures to secure support orders and divorce as appropriate;
 - The requirements and impact of the child welfare system and mandated child abuse reporting;
 - Processes for accessing public benefits and healthcare;
 - The availability of safe and affordable housing, including how to access local housing resources for homeless and vulnerable populations; and
 - Options for helping to keep survivors with immigration issues safe.

13 SECTION THIRTEEN: MEDICAL ADVOCACY

13.1 Programs engaged in Medical Advocacy shall:

- Engage in health systems and medical profession advocacy with the specific goal of improving awareness and response to domestic violence through training, technical assistance, and domestic violence program representation.
- Train allied professionals on the appropriate medical response to domestic violence.
- Develop, refine, and implement policies and procedures to enhance the healthcare response to victims and survivors of domestic violence.
- Act as a liaison for healthcare providers and patients who disclose domestic violence in a hospital or healthcare setting.
- Facilitate screening of Traumatic Brain Injury (TBI) for victims/survivors in residential programs and provide appropriate resources and follow up care as needed.
- Provide training to shelter and program staff on topics that increase understanding of the intersection between domestic violence and health issues.
- Assist shelter and program staff with medical advocacy related service provision as needed.

13.2 Traumatic Brain Injury Screening

All adult shelter residents will be screened for Traumatic Brain Injury (TBI) and referred as appropriate.

- HELPPS Screening Tool will be utilized (Appendix B);
- Referral options and resources will be offered; and
- The completed HELPPS Tool shall be offered to the client and not maintained within a client's file.

13.3 Traumatic Brain Injury Training

Programs will provide regular training for all direct service shelter staff on the signs, symptoms, causes and impact of TBI.

- TBI training for all program staff should occur at least once per calendar year; and
- Any new staff required to screen for TBI will complete full training on signs, symptoms, causes and impact of TBI, as well as proper application of the TBI HELPPS Screening Tool.

14 SECTION FOURTEEN: COMMUNITY EDUCATION/OUTREACH

Each program will actively endeavor to increase awareness of its services for domestic violence survivors in their service area.

Each program will conduct outreach to the ethnic, cultural and religious diversity of survivors and their children within their service area. Programs will also do outreach to DV survivors in traditionally underserved populations, such as the elderly, rural, the LGBT community, people with physical or developmental disabilities, etc.

Each program will provide education to professionals, community groups and organizations within the program's defined geographical area to increase the knowledge of IPV, its dynamics, the harm it causes (to an individual or a community), best practices to support survivors, and/or signs of healthy/unhealthy relationships.

15 SECTION FIFTEEN: PREVENTION

Domestic violence programs may choose to provide prevention programming in order reduce both the incidence and prevalence of intimate partner violence (IPV). Prevention programming aims to cultivate environments that are healthy and equitable for all persons by addressing the risk and protective factors associated with IPV.

Programs that provide primary prevention programs must have a written, minimum five-year overarching logic model with detailed annual plans. Plans must:

1. Demonstrate a clear connection in the logic model between prevention efforts and long-term goals for change;
2. Include a strategy for evaluation of prevention efforts;
3. Define the environment(s) they are working in;
4. Include at least one strategy at the community or societal level of the Social Ecological Model (SEM);
5. Acknowledge the reasoning behind the efforts chosen, including:
 - a. The risk and protective factors the plan addresses;

- b. The systemic oppressions that intersect with their work;
 - c. The gaps in health equity between their prevention efforts and how they plan to eliminate those gaps; and
6. Identify a minimum of two allied community organizations (outside of the field of IPV) the organization is partners with, and include a rationale for their selection.

16 SECTION SIXTEEN: VOLUNTEERS/INTERNS

Domestic violence programs may use volunteers/student interns to enhance the program's provision of direct and indirect services. In this case, the program will establish requirements for selection of volunteers/interns and provide orientation, supervision and periodic evaluation. Lines of supervision will be clearly defined.

There will be a file maintained for each volunteer/intern that includes, at minimum:

- A signed confidentiality statement;
- A signed conflict of interest statement;
- A signed organizational ethics statement;
- Documentation of all training completed; and
- Pennsylvania Criminal Record Check and Child Abuse History Clearance and/or FBI Clearance required for all direct service volunteers/interns.

At minimum, volunteers/interns providing direct services must successfully complete the 45 hours of domestic violence training as required by the PCADV. Direct service volunteers/interns will also participate in an additional eight hours of domestic violence related training annually.

Training for volunteers/interns, *not providing counseling/advocacy services* will be determined by the volunteer's responsibilities, the amount of time contributed by the volunteer and administrative considerations related to the availability of training. At minimum, they will receive a basic orientation about the duties they perform, to include the program's principles and practices regarding confidentiality.

17 SECTION SEVENTEEN: TRAINING REQUIREMENTS

There will be written procedures that address training and orientation for Staff, Board Members, Volunteers and Interns.

The content of training shall reflect the PCADV's analysis of the nature and scope of domestic violence as well as the historical and societal attitudes in which it is rooted.

Boards of Directors will participate in training that includes, but is not limited to:

- Governance, fiduciary and fiscal roles/responsibilities/boundaries for board members of a nonprofit organization, including conflicts of interest;
- Ethics and advocacy

- Program-related topics: the organization's history, philosophy, relationship to the PCADV, funding, and staffing; policies and procedures;
- Confidentiality: definition, the statute granting the privilege; release of information; breaches and conflicts of interest; CPLS mandated reporting requirements; and
- Introduction and understanding of domestic violence; myths and facts about domestic violence; decisions about staying and leaving; definition of domestic violence and the role of power and control; the abuser mindset; batterer-generated vs. life-generated risks; the impact on children; and adolescent relationship abuse.

Training modalities utilized in the 45-hour program for direct service providers will include:

- A minimum of 40 hours of instruction using a variety of training techniques, including one-on-one activities, large and small group discussion, role plays, other experiential exercises, and completion of PCADV online learning modules; and
- A minimum of five additional hours of training to be devoted to a supervised practicum. A practicum is defined as hands-on, service recipient contact meant to develop or enhance the trainee's ability to provide direct service.

In order to ensure staff and volunteers providing direct service have the most current information, programs will provide for an additional eight hours of training on domestic violence related issues annually. Documentation of participation in such training will be maintained in the appropriate files.

Programs will provide training for professionals in their service area about the dynamics and extent of domestic violence and the resources available from the domestic violence program.

18 SECTION EIGHTEEN: CIVIL LEGAL REPRESENTATION INITIATIVE

The Civil Legal Representation (CLR) program is composed of legal staff including but not limited to attorneys, paralegals, legal assistants and advocates. As such, all attorneys and those persons supervised by the program attorney shall abide by the Rules of Professional Conduct and shall not engage in any activity that would constitute or appear to constitute legal malpractice.

Specifically, the program shall conduct the activities of its civil legal representation program in accordance with the following:

18.1 Insurance

The domestic violence program shall purchase and maintain a malpractice insurance policy that covers all CLR attorneys employed by the domestic violence program.

18.2 Privilege & Confidentiality

A CLR attorney employed in a domestic violence program shall complete the 40-hour training required of all domestic violence program employees. The lawyer, however, will employ and adhere to the duty of confidentiality and attorney-client privilege as set forth in Pennsylvania law and the Rules of Professional Conduct. Any legal or non-legal staff working under the

supervision of the CLR attorney will also work under the umbrella of confidentiality between attorneys and clients.

- The CLR attorney shall explain to the client the domestic violence counselor/advocate confidentiality and privilege and any limitations to that confidentiality such as the exception for mandated child abuse reporting.
- The CLR attorney must obtain the informed, written, reasonably time-limited consent of the client before releasing any of the client's confidential information to domestic violence program staff and vice-versa.

18.3 Conflicts of Interest

The domestic violence program and CLR attorney shall implement a means to check referrals for legal services for conflicts of interest. The CLR attorney(s) may not represent a client if the representation will be directly adverse to another client or a former client.

- The CLR program must maintain a separate database or password protect access to the database of client information for the purpose of legal conflict checking and client record maintenance from the databases of other domestic violence program staff. The CLR attorney and the legal staff supervised by the attorney must have the only available access to these computer databases.

18.4 Caseload and Supervision

A CLR attorney employed in a domestic violence program shall exercise independent professional judgment and provide candid advice to their client.

- The CLR attorney must have the final decision in assessing which general types of cases to accept and which individual cases to accept and what strategy the attorney will employ in individual cases.
- The CLR attorney must make the final decision about the size of the lawyer's caseload.
- The CLR attorney should only accept referral of cases through the domestic violence program. Cases referred through some other source must complete the general intake process of the domestic violence program.
- Only the CLR attorney and, when applicable the supervising attorney, can review or monitor a CLR program attorney's individual case files.

A CLR attorney employed by a domestic violence program shall not permit a person who employs or pays the attorney to direct or regulate the attorney's professional judgment in rendering the legal services to clients.

- The domestic violence program Executive Director or other domestic violence program personnel may supervise the CLR attorney and legal staff in administrative and personnel matters.
- The domestic violence program and the CLR attorney may develop a policy to structure the priority of types of cases accepted.

- The domestic violence program Executive Director may develop and direct a systems advocacy strategy with input from the CLR attorney.

18.5 Separate Files, Electronics and Office Space

18.5.1 Data

The CLR program shall maintain a separate data collection and recordkeeping system that allows for the efficient retrieval of data needed to measure the performance of the CLR program and that will maintain the confidentiality required for CLR program clients.

A CLR program must maintain legal files that are physically separate from any other domestic violence program files. These files must be locked and only accessible to the attorney and the legal staff supervised by the lawyer.

18.5.2 Phones, fax, voicemail, computer files, email

The CLR program must be accessible by telephone and facsimile lines that are separate from the telephone and facsimile lines of other domestic violence program staff.

Access to the CLR program legal staff's voicemail boxes and voicemail messages must be limited to the CLR attorney and the legal staff supervised by the lawyer.

The CLR program staff's computer files and email box must be either password protected from or non-networked with the computer files of other domestic violence program staff. The attorney and the legal staff supervised by the attorney must have the only available access to these computer files.

Any employee or outside service contracted with the domestic violence program charged with the monitoring or maintenance of lawyer and legal staff computers and email accounts shall abide by confidentiality and the domestic violence program should strive to obtain a signed statement of confidentiality from each such individual for the domestic violence program to keep on file.

18.5.3 Office Space

When possible, a domestic violence program lawyer and the legal staff supervised by the lawyer should have office space that is separated from the domestic violence program office space, either in a separate building, on a separate floor, in a separate locked portion of the building, or with a separate door for client access.

18.6 Eligibility

Eligibility for Civil Legal Representation services must be determined utilizing 235% of the Federal Poverty Guidelines based on the potential client's income. The Federal Poverty Guidelines are issued each year in the *Federal Register* by the Department of Health and Human Services (HHS).

19 SECTION NINETEEN: SERVICE DEFINITIONS

19.1 24-Hour Crisis Line:

A Crisis Line is an emergency telephone service available 24 hours a day staffed by persons who are adequately trained on domestic violence, dating violence and stalking. An acceptable 24-hour coverage plan may include part-time, direct forwarding of the crisis line to a partner applicant agency.

Those answering crisis phone calls must be able to respond appropriately to disclosures of domestic violence, dating violence and stalking; and offer safety planning, peer support, information and appropriate referrals.

Crisis lines must be accessible to persons through the service area by use of a toll-free number or publicized acceptance of collect calls. Crisis lines must be accessible to persons with limited English proficiency 24 hours a day through use of a Language Bank or Language Line or through access to crisis call receivers speaking in the area's primary non-English language(s) and relay services or TTD/TTYs.

19.2 Access to Emergency Safe Housing:

Emergency safe space (or access to emergency safe space) may be provided in residential shelter facilities, scattered site apartments or hotels/motels and is available on a 24 hour a day, 7 days a week basis, for short-term stays for the victim and the victim's family members, subject to capacity availability, suitability under intake guidelines and available resources.

19.3 24-Hour Crisis Response:

Crisis Response is the ability to respond in person when requested to provide needed safety planning, support and assistance. Crisis response includes accessing emergency shelter, accompanying the survivor to hospitals and/or law enforcement by advocates trained in the appropriate in-person response, and meeting victims who need immediate or in-person support.

Crisis response must be available 24 hours a day. For any part not primarily provided directly by the applicant agency, the applicant must demonstrate a clear and direct linkage to a trained partner agency through written referral coordination or other management agreements.

19.4 Safety Planning:

Safety Planning is any formal or informal, written or oral, conversation or process with the victim through which the applicant agency works with the victim to identify and address risks, barriers or concerns regarding the victim's ability to be safe from domestic violence, dating violence and/or stalking. All programs must offer/provide safety planning through crisis lines, at shelters and/or through other services.

19.5 Information and Referral:

Information and Referral is a response to requests for information and/or referral regarding

community services with the provision of current and appropriate referrals to meet these needs. Referrals must include available culturally specific services and specialized services for typically underserved populations. Whenever possible, referral information given to the survivor must include a contact name at the referral agency and specific service information. Referrals for persons in crisis should be facilitated by the agency.

19.6 Transportation Access:

Transportation is provided or arranged from danger to safety and to other needed services as available. Options for transportation include: use of staff and/or volunteers; use of agency vehicles; assistance with public transportation; gas and bus vouchers; and agreements with other agencies.

19.7 Empowerment Counseling/Supportive Counseling:

Empowerment Counseling/Supportive Counseling means interactions, either through phone contact, peer-to-peer individual meetings and/or group sessions, in ways that validate the experiences of the victims/survivors and not blame them, explore their options, build on strengths and respect their right to make their own decisions.

19.8 Trauma Informed Service Model:

A trauma-informed model is designed to be responsive to the experiences of survivors of abuse and violence and to incorporate an understanding of how those experiences can affect one's ability to regulate emotions, process information, and attend to one's surroundings.

Trauma-informed service environments provide emotional as well as physical safety and are consistent with advocacy models in their focus on empowerment, collaboration, and choice. They are also designed to ensure that services themselves are not re-traumatizing to survivors, as well as to provide strategies for attending to the effects that bearing witness to another's painful experiences has on advocates as well.

19.9 Individual Advocacy:

Individual advocacy means active assistance to victims to secure services through preparation for the service or court process, accompaniment to other agency and assistance in that process, and/or speaking up in their behalf, when requested and in partnership with the victims/survivors.

19.10 Systems Advocacy:

Personal contacts made for the purpose of effecting policy and/or procedural change in order to improve a system's response to survivors of domestic violence/IPV.

19.11 Medical Systems Advocacy:

Activities related to developing relationships with hospital/healthcare-based community partners through personal contacts such as in-person, on the phone, email, etc. for the purpose of effecting policy and/or procedural change in order to improve a health care system's

response to victims/survivors of violence. These activities include but are not limited to taskforce creation, policy and procedure creation, participation in workgroups and committees related to healthcare advocacy, and any other interaction with agencies, individual professionals, and systems outside of the domestic violence program that allow the advocate to build relationships that support and promote efforts to engage healthcare systems in responding to and preventing domestic violence.

19.12 Medical Advocacy Direct Services:

Assisting a victim or survivor and their family in a healthcare setting through screening, assessment, documentation, intervention and referral. Assistance includes but is not limited to: counseling, support, and advocacy about the survivor(s)' or family members' health, safety, and injuries or assaults that have occurred as a result of violence. Counseling, support, and advocacy may be provided one-on-one or in a group setting.

19.13 Medical Advocacy Trainings:

Trainings provided by the program to individual clinicians and/or healthcare staff to improve the institutional response to domestic violence. Training focus can include any aspect of the health impact of domestic violence, to include but not limited to screening procedures, referrals to domestic violence programs, and best practices for working with victims and survivors of domestic violence as needed.

19.14 Prevention:

Prevention is a process of cultivating environments that are healthy and equitable for all persons by addressing the risk and protective factors associated with intimate partner violence (IPV). The goal of prevention is to reduce both the incidence and prevalence of IPV by focusing on eliminating first time perpetration and victimization of IPV.

Prevention is successful when it is grounded in an understanding of systemic oppressions as the root cause of violence and power and control in relationships. Addressing the risk and protective factors associated with IPV also addresses factors associated with sexual violence, community violence, child abuse and neglect and bullying. Thus, prevention must be multi-sector, implemented with a health equity lens and consist of efforts at the community and/or societal levels of the social ecological model. Plans for implementing prevention should include a strategy for achieving long-term change and regular evaluation of the work to ensure quality.

Additional Definitions:

19.14.1 Risk Factor:

A characteristic at the biological, psychological, family, community, or cultural level that precedes and is associated with a higher likelihood of problem outcomes.

19.14.2 Protective Factor:

A characteristic at the biological, psychological, family, or community (including peers and culture) level that is associated with a lower likelihood of problem outcomes or that reduces the negative impact of a risk factor on problem outcomes.

19.14.3 Systemic Oppressions:

A combination of prejudice and institutional power which creates a system that discriminates against some groups (often called “target groups”) and benefits other groups (often called “dominant groups”). These systems enable dominant groups to exert control over target groups by limiting their rights, freedom, and access to basic resources such as health care, education, employment, and housing.”

- Examples of oppressive systems include: racism, sexism, heterosexism, ableism, classism, ageism, colorism, anti-Semitism and transphobia to name a few.

19.14.4 Multi-sector:

A *multisector collaboration* is the partnership that results when government, non-profit, private, and public organizations, community groups, and individual community members come together to solve problems that affect the whole community.

19.14.5 Health Equity Lens:

According to the Center for Disease Control and Prevention, IPV is a preventable, public health issue. Health equity means everyone has a fair and just opportunity to be healthier. It acknowledges that it's hard to be healthy without access to good jobs, homes and schools and that health should not be compromised or disadvantaged because of an individual or population group's race, ethnicity, gender, income, sexual orientation, neighborhood or other social condition. It requires concerted effort to eliminate gaps in health outcomes to make environments healthier for everyone—especially those whose obstacles are greatest. Working with a health equity lens means understanding the impact various systemic oppressions have on a population and developing strategies that address and seek to eliminate related health disparities.

When done successfully, prevention work that incorporates a health equity lens identifies current gaps in health outcomes among all populations in a given environment and works towards eliminating those gaps for everyone.

19.14.6 Social Ecological Model (SEM):

The SEM was published in 1979 by psychologist Urie Bronfenbrenner to illustrate the “idea that people live in overlapping, multi-layered contexts. The [SEM] helps us understand that an individual's behaviors are impacted by their friends, family, places of work, school, social norms, policies and other [environments] in which we live our lives.

Factors at each level of the social ecology contribute to the problems – and solutions – for our life. Factors at each level of the social ecology interact and reinforce each other. ... Focusing on changing factors in only one level of the social ecology will not lead to a significant reduction in the prevalence of a problem.”

The SEM is depicted in multiple ways with a variety of layers. For our purposes, we will focus on the four main layers of society, community, relationship and individual.

- Society: “The broad societal factors that help create a climate in which violence is encouraged or inhibited. These factors include social and cultural norms. Other large societal factors include the health, economic, educational and social policies that help to maintain economic or social inequities.”
- Community: “The settings, such as school, workplaces and neighborhoods, in which social relationships occur.”
- Relationship: “A person’s closes social circle – peers, partners and family members.”
- Individual: includes “Personal factors like attitudes, beliefs, and behaviors.”

19.14.7 Long-term Change:

Potential change that could occur in five years’ time or greater. Because prevention ultimately requires the deconstruction of systemic oppressions, these larger systemic and environmental changes take time to achieve. Prevention efforts should be connected to a long-term (5 years +) goal that relates to community and/or societal level risk and protective factors for IPV. This involves identifying the risk and protective factors to address and developing a vision for achieving that goal over time.

19.14.8 Regular Evaluation:

The consistent use of the method quality improvement (QI) to make programs “more effective, efficient and accountable... with the goal of improving health outcomes in the population.”

“Quality improvement ... is the use of a deliberate and defined process, such as *Plan-Do-Check-Act*, which is focused on activities that are responsive to community needs and improving population health. It refers to a continuous and ongoing effort to achieve measurable improvements in the efficiency, effectiveness, performance, accountability, outcomes, and other indicators of quality services or processes that achieve equity and improve the health of the community.”

19.15 Education:

Activities that are one-time or multi-session presentations provided for community members, organizations, or in a school setting. Activities can also include film screenings, panel discussions, or townhalls.

Education includes any activity with the goal to increase knowledge on IPV, its dynamics, the harm it causes (to an individual or a community), best practices to support survivors, and/or signs of healthy/unhealthy relationships.

19.15.1 Awareness:

Awareness activities increase the knowledge of individuals on the prevalence of IPV or services for IPV survivors in a service area. This includes one-time presentations or events (for example: a fundraiser or vigil for survivors).

19.15.2 Community Outreach

Community Outreach are efforts with the specific goal of providing information to the public about the program's services. Examples can include tabling at a local fair, distributing posters that promote the program's hotline number, handing out leaflets or using social media to inform the community about the program.

Within the context of a specific and planned campaign or initiative, Awareness or Community Outreach may be a tool used for Prevention. Awareness or Community Outreach alone is not Prevention due to the target of the activities typically being those who have already experienced IPV and directing survivors towards services. Awareness or Community Outreach is also an insufficient dosage to be considered Education or Training.

For additional information/citations related to Prevention definitions, please use the following link: [Prevention Definitions FY19/20](#)

APPENDIX A 40-HOUR TRAINING TOPICS and TIME FRAMES

All aspects of the training program described in Section 15 of the PCADV Standards shall be consistent with the content of *Justice, Autonomy, Restoration and Safety: A Training for Domestic Violence Advocates* (aka the JARS Curriculum) and the modules within the PCADV Online Learning Center. These reflect the philosophy and advocacy goals of:

- A. Justice: Promoting access to opportunities and resources that assure victims/survivors receive responses from systems and communities that maximize safety and hold batterers accountable
- B. Advocacy and Autonomy: Advancing the abilities of victims/survivors to exercise their own decisions in an informed and independent manner
- C. Restoration: Linking victims/survivors with the resources they need to maintain their safety and autonomy
- D. Safety: Enhancing the safety of victims/survivors.
- E. Collaboration: Working in partnership with the survivor
- F. Choice: Options are always the survivor's
- G. Empowerment: Working with and on behalf of the survivor
- H. Trust: Must be earned by demonstrating care and support through the advocate's words and deeds
- I. Access: Responding in a way that assures services are available and accessible to everyone requesting them

The content of the 40 hours of training shall reflect the PCADV's analysis of the nature and scope of domestic violence as well as the historical and societal attitudes in which it is rooted. A Trauma-Informed, Survivor-Centered Counseling/Advocacy Model shall be utilized.

Topic areas to be covered shall include, but not be limited to:

- A. Introduction to Domestic Violence (5 hours)
 - Definition of domestic violence
 - Myths & facts about domestic violence
 - Tactics of power and control (Duluth Model)
 - Understanding batterers, batterer-generated vs. life-generated risks and critical issues
 - Adolescent relationship abuse
 - LGBTQ Domestic Violence
 - Decisions about staying and leaving
- B. Confidentiality (4.5 hours)
 - Definition

- The statute granting the privilege
- Release of information and breaches
- Practice(s) related to common confidentiality situations
- Minors and confidentiality
- Local program policies and procedures

C. Introduction to Cultural Competency (3 hours)

- The relationship between domestic violence and oppression and its relevance to the advocacy relationship
- Examination of forms of oppression
- Interrupting oppression and learning ally behavior

D. Introduction to Trauma-Informed, Survivor-Centered Advocacy (4 hours)

- Trauma-informed, survivor-centered model of advocacy
- Principles and goals of trauma-informed care and survivor-centered advocacy (JARS)
- Understanding victimization, immediate and long-term effects of trauma
- Strategies that reflect trauma-informed practice
- Vicarious trauma, compassion fatigue and burn-out
- Feminist approach to helping

E. Ethics in Advocacy (2 hours)

- Definition of ethics
- Elements of ethical communication
- Ethical obligations and possible conflicts
- Establishing and maintaining boundaries

F. The Impact of Domestic Violence on Children (4 hours)

- Statistics related to children exposed to domestic violence
- The batterer as parent
- Risks and mitigating factors
- Advocacy tips with children
- Mandated child abuse reporting

G. Principles of Advocacy (3 hours)

- Definition and role of advocacy within the domestic violence movement
- Qualities of an effective advocate
- Advocacy strategies to use with survivors

- Civil justice system
- Criminal justice system
- Teens and PFA Orders
- Understanding basic public benefits
- Family Violence Option (FVO)

H. Local Civil and Criminal Procedures (2.5 hours)

Programs will insert local information regarding civil and criminal legal processes for:

- Subpoenas/warrants
- PFA's, Contempts, Pro Se
- Criminal Procedures including indirect criminal contempts, probable cause arrest and stalking

I. Skills Development (12 hours)

- Safety planning
- Goal planning
- Understanding crisis, crisis intervention, and suicide
- Assessing emergencies
- The helping relationship
- Effective communication with survivors
- Problem solving

In addition, a five-hour supervised practicum consisting of hands-on, service recipient contact meant to develop or enhance the trainee's ability to provide direct service is required.

APPENDIX B TRAUMATIC BRAIN INJURY (TBI) SCREENING TOOL

The HELPPS Tool is to be used in conjunction with the Domestic Violence Program Screening Guideline (PSG). They are intended for use in a conversational format by domestic violence advocates, in a program setting, during a counseling or advocacy session once the survivor is determined to be safe or has entered shelter. For additional information on Traumatic Brain Injury, and a copy of the PSG, use this link:

<http://pubs.pcadv.net/training/tbi/TBI-Participants.pdf>, Module V, pages 16-20.

THE HELPPS TOOL

Question	Yes	No	Comments
H = Was your head ever hit , jarred, or slammed? Were you ever injured in the <u>head or neck</u> including being bruised, strangled, suffocated, nearly drowned or having bones broken?			
E = Have you ever gone to an Emergency Room or sought medical attention due to an action from another person, including an intimate partner or relative? How long ago? How often did you go? Have you ever felt that you needed such attention but did not seek it out?			
L = Did you ever lose consciousness ? For how long? How long ago? For what reason?			
P = Do you have any problems in the head or neck area? If so, do you know why?			
P = Are you or could you be pregnant ?			
S = Have you noticed any outstanding symptoms after an injury to your head or neck area?			

COMMONWEALTH TRAVEL RATES

FOR ADDITIONAL INFORMATION PLEASE REFER TO COMMONWEALTH MANAGEMENT DIRECTIVE 230.10

https://www.oa.pa.gov/Policies/md/Documents/230_10.pdf

Mileage Reimbursement: When travel is by a personal automobile for the purpose of conducting official project business, actual costs for mileage not exceeding the state rate or local government rate (whichever is lower) are allowable expenses. The Commonwealth mileage reimbursement allowance will be the equivalent to the reimbursement rate established by the General Services Administration (GSA) of the Federal Government. (When the GSA mileage reimbursement rate is increased or decreased, the Commonwealth mileage reimbursement allowance will be increased or decreased the same day as the GSA effective date.) To determine the current GSA mileage reimbursement rate, go to www.gsa.gov/perdiem.

Lodging: The Commonwealth's maximum per night lodging rate allowances for reimbursement follow the Federal Government's GSA per diem rates. The lodging rate allowances are not flat allowances. Travelers will only be reimbursed for actual expenses incurred. Go to www.gsa.gov/perdiem to determine the GSA rates for lodging click on the state you will be traveling in or to). In instances where the GSA rate cannot be obtained, specific justification is required.

Subsistence: Increased subsistence allowances are available in locations designated as high-cost areas. Subsistence allowances for these areas follow the GSA Meals and Incidental Expenses Table (go to www.gsa.gov/perdiem and click on the state you are traveling in or to and then search for the area within that state.)

Note: The Commonwealth will only reimburse the meal portion of these allowances and will not reimburse the incidental amounts as defined by the GSA. Travelers need to view the Meals and Incidental Expense Breakdown Chart and subtract the incidental amount.