# 2025-2027 Grant Solicitation: Justice Reinvestment Program

Preliminary Application Due Date: April 18, 2025

Final Application Due Date: July 25, 2025

#### **Purpose:**

The Justice Reinvestment Program (JRP) funds initiatives that assess individuals and provide a continuum of community-based sanctions, services, and programs to reduce recidivism and state prison usage, while maintaining public safety and accountability. The JRP consists of two grant types: the Formula Grant and the Competitive Grant. The JRP is part of Oregon's Justice Reinvestment Initiative, a proactive approach to effectively spend resources in the state's criminal justice system. Under the justice reinvestment model, prison growth is limited, and a portion of the avoided operational prison costs are reinvested in the state's local public safety systems.

#### **Eligible Applicants:**

Eligible applicants are Oregon county governments through their Local Public Safety Coordinating Council (LPSCC).

An applicant may submit a multi-county application on behalf of a consortium of government and non-government partners to design and implement a strategy furthering the goals of the region's Justice Reinvestment efforts. For regional applications, one county must serve as the main applicant responsible for grant administration and managing sub-agreements.

To be considered for JRP funding, applicants must:

- Establish a process to assess populations served;
- Serve individuals charged with or convicted of property, drug, or driving/DUII offenses;
- Consider and accept short-term transitional leave candidates as appropriate;
- Provide assistance to clients enrolling in the Oregon Health Plan; and
- Work to imbed equity throughout the county's criminal justice system.

#### **Program Goals and Priorities:**

The goals of the JRP are:

- Reducing recidivism through evidence-based practices while protecting public safety and holding individuals accountable and
- Decreasing prison utilization for property, drug, and driving/DUII offenses while protecting public safety and holding individuals accountable.

#### Formula and Competitive Grants:

The JRP has two principal grants – a Formula Grant and a Competitive Grant – that are complimentary yet operate differently. Applicants seeking Formula Grant funding are not required to seek Competitive Grant funding. Grant application review criteria applicable to both grants is further defined in OAR 213-060-0060.

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**The Formula Grant** is distributed to qualifying applicants based on a formula determined by state law. The following requirements apply:

- Funds awarded must be used to support approved community-based programs as defined in OAR 213-060-0030.
- No less than 10 percent of funds awarded must be distributed to community-based nonprofit organizations that provide services to victims of crime.
- Three percent of awarded funds must be allocated to program evaluation. Applicants may either retain these funds for local evaluations or remit them to the Criminal Justice Commission (CJC) for larger-scale evaluation efforts.

**The Competitive Grant** is a complementary grant specifically supporting downward departure prison diversion programs. The following requirements apply:

- <u>Counties must opt-in during the Preliminary Application phase</u> to be considered eligible to apply for Competitive Grant funding in the Final Application phase.
- Funds awarded must be used to support key personnel that increase local capacity to engage in a downward departure prison diversion program.
- No less than 10 percent of funds awarded must be distributed to community-based nonprofit organizations that provide services to victims of crime.
- Funding reduction strategies will be based on priorities set and released by the Commission prior to opening the Final Application phase.

#### **Availability and Duration of Funding:**

This is a one-time solicitation offering financial support for the grant period beginning July 1, 2025, and ending August 31, 2027. Grant recipients may allocate awarded funding toward allowable expenses incurred at any point during the grant period.

Available funding will be determined at the conclusion of the 2025 Regular Session of the Oregon Legislative Assembly. Once determined, CJC will post the funding allocations on the <u>JRP website</u>.

#### **Application Timeline:**

March 5, 2025	Grant solicitation released; Preliminary Application opened	
April 18, 2025 at 1 pm	Preliminary Application due; counties must opt-in to the	
	Competitive Grant at this stage to be eligible to apply	
May 2025	Grant Review Committee evaluates Preliminary Application	
June 17, 2025	Feedback provided to applicants; Final Application opened	
July 25, 2025 at 1pm	Final Application due	
August 2025	Grant Review Committee develops funding recommendations	
September 2025	Commission makes final award decisions	

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#### **Application Requirements:**

- 1. Applicants must review the CJC Grant Administration Guide for specific policies and procedures related to allowable uses of grant funds, review processes, and compliance regulations.
- 2. Applications must be submitted by the Local Public Safety Coordinating Council (LPSCC) with the approval of the county governing body and the presiding judge of the local circuit court.
- 3. Applicants must complete both the Preliminary Application and Final Application on the due dates provided, along with the corresponding materials listed below.

#### **Preliminary Applications** must include the following:

- a. Responses to all Preliminary Application questions (the list of questions is attached to this document);
- b. A letter of support from the County Governing Body and LPSCC; and
- c. A statement of commitment to the goals of the program from the District Attorney, Presiding Judge, Director of Community Corrections, and any relevant stakeholders.

#### Final Applications must include the following:

- a. Any changes to the Preliminary Application and/or letters of support and commitment;
- b. Responses to all Victim Services application questions (scheduled for release in June 2025); and
- c. Separate budget projection sheets with all tabs completed for the Formula Grant and corresponding Victim Services request (projection sheets are available on the <u>JRP</u> website).
- 4. Applications for optional Competitive Grant and/or Evaluation funding are due at the same time as the Final Application and must include:
  - a. Responses to all application questions specific to the funding requested (scheduled for release in June 2025) and
  - b. A budget projection sheet(s) specific to each optional funding request with all tabs completed.
- 5. Successful applicants will be required to execute a grant agreement substantially in the form of the sample attached to this document.

#### How to Apply:

Applications must be submitted online through CJC's grant management system: <a href="https://cjc-grants.smapply.io">https://cjc-grants.smapply.io</a>.

#### TOTAL 2025-27 JRP FORMULA GRANT ALLOCATION: \$47,029,291

Breakdown of Total Funding for Justice Reinvestment
Program Formula Grant

County	Baseline Grant-in- Aid Formula for 2025-27 %	Program Funding (87%)		Evaluation Funding (3%)		Minimum Victim Services Funding (10%)		Total JRP Program Formula Allocation	
Baker	0.47%	\$	191,034.00	\$	6,587.00	\$	21,958.00	\$	219,579.00
Benton	1.14%	\$	463,359.00	\$	15,978.00	\$	53,260.00	\$	532,597.00
Clackamas	6.63%	\$	2,694,796.00	\$	92,924.00	\$	309,747.00	\$	3,097,467.00
Clatsop	1.30%	\$	528,391.00	\$	18,220.00	\$	60,735.00	\$	607,346.00
Columbia	1.28%	\$	520,262.00	\$	17,940.00	\$	59,800.00	\$	598,002.00
Coos	1.79%	\$	727,554.00	\$	25,088.00	\$	83,627.00	\$	836,269.0
Crook	0.76%	\$	308,906.00	\$	10,652.00	\$	35,506.00	\$	355,064.0
Curry	0.57%	\$	231,679.00	\$	7,989.00	\$	26,630.00	\$	266,298.0
Deschutes	4.08%	\$	1,658,336.00	\$	57,184.00	\$	190,613.00	\$	1,906,133.0
Douglas	3.22%	\$	1,308,785.00	\$	45,131.00	\$	150,435.00	\$	1,504,351.0
Gilliam	0.06%	\$	87,000.00	\$	3,000.00	\$	10,000.00	\$	100,000.0
Grant	0.19%		87,000.00	\$	3,000.00	\$	10,000.00	\$	100,000.0
Harney	0.20%	\$	87,000.00	\$	3,000.00	\$	10,000.00	\$	100,000.0
Hood River	0.39%	_	158,517.00	\$	5,466.00	\$	18,220.00	\$	182,203.0
Jackson	8.46%		3,438,608.00	\$	118,573.00	\$	395,242.00	\$	3,952,423.0
Jefferson	1.12%		455,229.00	\$	15,698.00	\$	52,325.00	\$	523,252.0
Josephine	3.83%	_	1,556,722.00	\$	53,680.00	\$	178,934.00	\$	1,789,336.0
Klamath	3.16%	_	1,284,397.00	\$	44,290.00	\$	147,632.00	\$	1,476,319.0
Lake	0.35%	_	142,259.00	\$	4,905.00	\$	16,352.00	\$	163,516.0
Lane	9.17%		3,727,191.00	\$	128,524.00	\$	428,413.00	\$	4,284,128.0
Lincoln	1.81%		735,683.00	\$	25,368.00	\$	84,561.00	\$	845,612.0
Linn	4.20%		1,707,110.00	\$	58,866.00	\$	196,220.00	\$	1,962,196.0
Malheur	1.88%		764,135.00	\$	26,349.00	\$	87,832.00	\$	878,316.0
Marion	10.46%		4,251,518.00	\$	146,604.00	\$	488,680.00	\$	4,886,802.0
Morrow	0.43%	_	174,776.00	\$	6,027.00	\$	20,089.00	\$	200,892.0
Multnomah	15.79%		6,421,987.00	\$	221,448.00	\$	738,159.00	\$	7,381,594.0
Polk	1.57%		638,134.00	\$	22,005.00	\$	73,349.00	\$	733,488.0
Sherman	0.06%		87,000.00	\$	3,000.00	\$	10,000.00	\$	100,000.0
Tillamook	0.51%		207,292.00	\$	7,148.00	\$	23,827.00	\$	238,267.0
Umatilla	2.19%		890,136.00	\$	30,694.00	\$	102,314.00	\$	1,023,144.0
Union	0.67%	÷	272,325.00	\$	9,391.00	\$	31,302.00	\$	313,018.0
Wallowa	0.13%		87,000.00	\$	3,000.00	\$	10,000.00	\$	100,000.0
Wasco	0.81%	_	329,228.00	\$	11,353.00	\$	37,842.00	\$	378,423.0
Washington	9.16%		3,723,126.00	\$	128,384.00	\$	427,946.00	\$	4,279,456.0
Wheeler	0.02%	_	87,000.00	\$	3,000.00	\$	10,000.00	\$	100,000.0
Yamhill	2.17%	_	882,007.00	\$	30,414.00	\$	101,380.00	\$	1,013,801.0
	2.1770	\$	40,915,482.00	\$	1,410,880.00	\$	4,702,930.00	\$	47,029,292.0

<sup>\*</sup>This percent formula is derived from the Department of Corrections Grant-in-Aid Formula for 2025-27

<sup>\*\*</sup>Counties may opt to retain or remit the three percent for Evaluation Funding

<sup>\*\*\*</sup>Each county receives a minimum of \$100,000 by statute; remaining funds are redistributed proportionally based on percentage allocations

TOTA	L 2025-27 CO	MPETITIVE	GRANT AL	LOCATION: \$7	,831,778
	Breakdown of Total Funding for Justice Reinvestment Program Competitive Grant				
	Program Fun	ding (90%)	Minimum Vic	tim Services (10%)	
	\$7,048	,600	\$7	83,178	

#### **Overview of Justice Reinvestment Program Competitive Grant**

In 2017, House Bill 3078 created a competitive grant to support county *downward departure prison diversion programs*. Unlike the Formula Grant, Competitive Grant funds are not fixed by a formula.

The following requirements apply to the Competitive Grant:

- Counties must opt-in during the Preliminary Application phase to be considered eligible to apply for Competitive Grant funding in the Final Application phase.
- Funds awarded must be used to support key personnel that increase local capacity to engage in a downward departure prison diversion program.
- No less than 10 percent of funds awarded must be distributed to community-based nonprofit organizations that provide services to victims of crime.

Applicants that seek Formula Grant funding are not required to seek Competitive Grant funding.

### 2025 - 2027 JRP Preliminary Application Questions

Cover	Cover Sheet:			
County				
ocal Public Safety Coordinating Council (LPSCC) Chair Contact				
fill in]				
1	Name:			
F	Preferred Title (e.g. Sheriff, Judge)			
E	Email:			
F	Phone:			
Primary	Primary Applicant Contact			
fill in]				
1	Name:			
(	Organization:			
٦	Γitle:			
9	Street Address:			
(	City:			
Z	Zip Code:			
E	Email:			
F	Phone:			

#### **Consultation of Data Dashboards:**

#### Prison Use Dashboard - Prison Use Dashboard

- 1. Has your county's prison usage increased over the past 12 months or exceeded your historic baseline? If yes, please identify local factors contributing to this trend. [150-word limit]
  - Example: "Our county's prison usage increased by 12% in the past year.
     Contributing factors include:
    - A 20% rise in methamphetamine-related arrests due to limited access to treatment options.

- Increased probation violations stemming from a reduction in probation officer staffing.
- A backlog in court processing has led to longer pretrial detention periods. To address these challenges, we are implementing a pretrial diversion program and exploring partnerships with local treatment providers to mitigate substance use issues."

#### Recidivism Dashboard - Recidivism Dashboard

- Has three-year incarceration recidivism increased in your county in the latest data year or since 2013? If yes, please explain local factors contributing to this trend. [150-word limit]
  - Example: "Three-year incarceration recidivism increased by 8% last year.
     Factors include:
    - Limited access to affordable housing, leading to instability for individuals post-release.
    - Reductions in parole staff, resulting in decreased supervision and case management.
    - A lack of funding for vocational training programs. In response, we are collaborating with local housing organizations to secure transitional housing and expanding partnerships with community colleges to offer job skills training tailored to reentry populations."

#### Racial Disparity Tool - Racial Disparity Tool (Sentencing)

- 3. How does your Justice Reinvestment-funded programming address racial disparities or other disparities in historically underserved communities? [150-word limit]
  - Example: "The program addresses racial disparities by partnering with culturally specific organizations that serve Black and Indigenous populations. Initiatives include:
    - Peer mentorship programs led by individuals from the community.
    - Legal aid clinics focusing on expungement services for populations disproportionately affected by convictions.
    - Community feedback sessions to ensure programming aligns with cultural and linguistic needs."

#### **Proposed Grant Program One:**

**1.** Program Name: [two-line limit]

[Repeated for programs two – nine, if applicable. Questions to be completed when applicable or required.]

2.		as this program a part of your county's Justice Reinvestment-funded programming 2023-2025? <i>[select one]</i> Yes
		No
3.	Wh	nat type of program is this? [select one] Pretrial
		Downward Departure
		Work Crew
		Education Support
		Treatment Court Peer Mentoring
		Mental Health Treatment
		Drug and Alcohol Treatment
		Housing
		Restorative Justice
		Reentry
		Informed Sentencing Process
		Not listed (please specify below) [two-line limit]
4.	Pro •	example: "The Mental Health Diversion Program diverts individuals with mental health disorders away from incarceration and into treatment. Participants receive comprehensive case management, psychiatric care, and wraparound support. The program's goal is to reduce recidivism and address untreated mental health conditions contributing to criminal behavior."
5.		nich of the goals of the Justice Reinvestment Program does this program meet? elect all that apply] Reduce prison usage while protecting public safety and holding individuals accountable
		<ul> <li>If it reduces prison usage, briefly describe how below.</li> </ul>

		<ul> <li>Example: "Reduce prison usage by diverting eligible individuals into mental health treatment, the program prevents incarceration for non-violent offenses and reduces reliance on prison beds." [100-word limit]</li> </ul>
		Reduce recidivism while protecting public safety and holding individuals accountable
		<ul> <li>If it reduces recidivism, briefly describe how below.</li> </ul>
		<ul> <li>Example: "The program provides evidence-based mental health treatment and continuous support, reducing the likelihood of reoffending by addressing the root causes of participants' behavior." [100-word limit]</li> </ul>
6.	un	rget Population: Identify the target population(s) this program serves, including derserved groups as defined in HB 3064 (2019) (e.g., racial and ethnic minorities, men, LGBTQIA+ individuals).
7.	Ge	nder Identity [select all that apply] Men
		Women
		Non-binary Individuals
		Not listed (please specify below) [two-line limit]
8.	Ra	ce/Ethnicity (if it is a general eligibility program, select "all") [select all that apply] Black or African American
		Asian or Pacific Islander
		Latino/a/e or Hispanic
		Native American or Alaska Native
		Middle Eastern or North African
		All
9.	Otl	her Historically Underserved Communities [select all that apply] LGBTQIA+
		Not listed (please specify below) [two-line limit]
10	.Wh	nat risk level(s) does your program serve? High
		Medium
		Low

	_	mediu estion]	m and low are selected or if high and low are selected, show following
		Do	es your program mix risk levels (e.g., high, medium, and low)? [select one]
			□ Yes □ No
11.	.Wł		me types does this program serve? [select all that apply] g Offenses (generally ORS chapters 811, 813)
		Prope	rty Offenses (generally ORS chapters 164, 165)
		Drug (	Offenses (generally ORS chapters 471, 475)
		Other	(please indicate ORS numbers) [100-word limit]
		There	are exceptions to the crime type(s) selected above [100-word limit]
12.	.Wł	nich, if PSC	any, assessments do this program use? [select all that apply]
		LS/CN	11
		URICA	A
		TCUD	S
		ASUS	
		WRNA	N Company of the Comp
		VPRAI	
		TCU C	TU
		Other	, please specify below [100-word limit]
13.	.Bri	efly de	scribe how the above assessments are used in your program.
	ou	r down	"The PSC is used as an initial triaging tool to determine if a candidate for ward departure program will receive a more detailed assessment (WRNA l) later." [100-word limit]
14.			program received a Corrections Program Checklist or the George Mason Risk-Need-Responsivity Evaluation in the last 10 years? [select one]
		0	If yes, when was the most recent review conducted? [two-line limit]
		0	If yes, briefly describe the outcome of the most recent review and any steps taken to address the findings of the assessment. [100-word limit]
	П	No	

**15.** How does your program meet the legal definition of culturally responsive services as defined in SB 1510 (2022)?

("Culturally responsive service" means a service that is respectful of, and relevant to, the beliefs, practices, cultures and linguistic needs of diverse consumer or client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. A culturally responsive service has the capacity to respond to the issues of diverse communities and require knowledge and capacity at systemic, organizational, professional and individual levels of intervention.)

Provide specific examples of how your program addresses the cultural or linguistic needs of historically underserved communities. Include how staff are trained, services are tailored, and systemic or organizational efforts are made to ensure responsiveness.

 Example: "Our program partners with culturally specific organizations to deliver trauma-informed peer mentorship for Indigenous participants. Staff receive annual training on culturally responsive practices, and program materials are translated into the primary languages of the populations we serve." [150-word limit]

#### **Eligibility Requirements:**

1.	es the county consider and accept short-term transitional leave candidates as propriate? [select one] Yes
	No
2.	the county or its partners assist clients with Oregon Health Plan enrollment? elect one] Yes
	No

#### **Planning and Implementation:**

- **1.** Describe the partnerships that will support your county's efforts to achieve Justice Reinvestment goals. [150-word limit]
  - Example: "The county collaborates with local victim service providers, housing agencies, and mental health organizations to provide comprehensive support to program participants."

2. How does your county incorporate input from historically underserved communities and community partners in the design, implementation, and review of Justice Reinvestment programs? [150-word limit]

Describe specific strategies or methods for collecting input and how this feedback influences program decisions.

- Example: "We hold quarterly advisory board meetings with representatives from Black, Hispanic, and LGBTQIA+ communities to review program data and discuss areas for improvement. Feedback from these meetings informed the creation of a reentry housing program tailored to the needs of formerly incarcerated LGBTQIA+ individuals."
- **3.** How will the county select which community-based victim service providers will be awarded funds? Will the county run a competitive process? [select one]

Note: You can find a list of community-based service providers on the CJC website here.

□ Yes

 If the county will run a competitive process, please briefly describe it. [100-word limit]

□ No

o If the county will not run a competitive process, please explain why. (i.e., "there is only one provider in my county"). [100-word limit]

#### **Evaluation Plan:**

- **4.** How will your county meet the evaluation requirement for this proposal? [select one] Note: The application for the Evaluation Plan is scheduled for release in June.
  - $\hfill \square$  Remit 3% of awarded funds to the CJC's statewide evaluation budget.
  - $\hfill \square$  Retain 3% of awarded funds to a locally administered research study.
- **5.** What is your suggested research topic for the CJC to study? (Optional) [150-word limit]

#### 2025–2027 Competitive Grant:

House Bill 3078 (2017) established a competitive grant to support downward departure prison diversion programs. Funding details for this grant will be announced once the legislature has finalized appropriations.

At this stage, we only need to know if your county will apply for the grant.

Note: The application for the Competitive Grant is scheduled for release in June.

6.	Wo	ould you like to "opt-in" for the Competitive Grant? [select one]
		Opt-in: Opting in means you intend to apply and be considered for funding.
		Opt-out: Opting out means you do not intend to apply and will <u>not</u> be considered.

#### **Letters of Support:**

As required by OAR 213-060-0050(2), the application must be submitted by the Local Public Safety Coordinating Council (LPSCC) and include proof of approval by the county governing body. Please include the letter in support of the grant from the LPSCC and county governing body here.

- County Governing Body (Board of Commissioners or County Court)
- County Local Public Safety Coordinating Council
- Additional Letters of Support (optional)

#### **Statements of Commitment:**

Pursuant to OAR 213-060-0050 and HB 3064 (2019) §1(4)(b), the district attorney, presiding judge, community corrections director, and any relevant stakeholders of the service or program for which the county is requesting funding must include a statement of commitment to:

- Reduce recidivism while protecting public safety and holding offenders accountable
- Decrease the county's utilization of imprisonment in a Department of Corrections institution while protecting public safety and holding offenders accountable.

The CJC has developed example statements of commitment that may be helpful as the key stakeholders write their own statements of commitment:

oregon.gov/cjc/jri/Documents/JRI\_Statements\_of\_Commitment.pdf

- District Attorney Statement of Commitment
- Presiding Judge Statement of Commitment
- Director of Community Corrections Statements of Commitment

Additional Statements of Commitment (optional)

#### **Victim Services Application**

Instructions: The county must complete Section 1 before distributing this form to victim services providers. Each victim services provider must complete a separate Section 2 for their organization. This form collects programmatic information only. Budget sheets will be collected after the Commission makes final award decisions in September 2025. Each victim services provider will need to complete a budget sheet. At least 10% of the total Justice Reinvestment Program grant award must be allocated to community-based nonprofit organizations providing victim services. Funds cannot be used for government-based victim services (e.g., DA's Office). All victim service providers for both the Formula and Competitive Grants (if applicable) should be inputted into this section of the application. Oregon statute requires that priority be given to culturally specific organizations and culturally responsive services.

requires that priority be given to culturally specific organizations and culturally responsive services.	
SECTION 1: COUNTY-LEVEL QUESTIONS	
To be completed by the county JRP grant applicant	
1. County Prioritization of Victim Services Providers	
Oregon statute requires that culturally specific organizations and culturally responsive services be prioritized when selecting community-based victim services providers. If your county did not prioritize any providers under this requirement, briefly explain why (e.g., no qualifying organizations applied). Please describe how your county considered to requirement when selecting and allocating funds to providers. Word Limit: 150	this
2. Justification for Sub-Awards Under \$10,000	
CJC staff strongly encourage allocating at least \$10,000 to each community-based victim services provider to ensure impactful use of funds. If your county plans to allocate less than \$10,000 to any provider, please briefly explain how this amount meaningfully support victim services. Word Limit: 100	ınt will
SECTION 2: VICTIM SERVICES PROVIDER APPLICATIONS	
To be completed by each community-based victim services provider	
Description of Provider	
🛂 Name of Victim Service Provider #1 Applying:	
Victim Services Provider #1 Contact	
Mame:()	
Fitle:	
Organization:	
Email:	
Phone:	

1. What type of victim services provider are you primarily?

Children's Advocacy Centers (CAC)     Court Appointed Special Advocates (CASA)	
Human Trafficking Services     Bias Incident Services	
• Other	
1 If you selected other, please specify	
Your organization is a community-based nonprofit that serves victims of crime Your program receives Department of Human Services (DHS) or Department of Justice (DOJ) funding (including Violence Women Act (VAWA) or Victims of Crime Act (VOCA) funding)	e Against
Your organization is a qualified victim services provider or you employ advocates with privilege under ORS 40.264	
Proposed Services	
1. Describe the services your organization will provide to victims of crime using these funds. Include how you and measure the impact of the services.	will track
Word limit: 200	
Evaluation Criteria	
The Community-Based Victim Services Advisory Panel will use the follow questions to evaluate whether the proposed serv will positively impact victims, based on criteria outlined in OAR 213-060-0060 (6).	ices funds
1. Describe your organization's history of effectively providing direct services to victims of crime. Include services of experience, and relevant outcomes.	ice types
Word limit: 150	
2. Briefly explain how your mission focuses on providing direct services to victims of crime.	
Word limit: 150	
3. Please describe your organization's capacity and specialized training to effectively deliver direct services to of crime.	victims
Word limit: 150	
<del></del>	
#	
4. How will the proposed services address the needs of marginalized and underserved populations in your com Word limit: 150	ımunity?

• Domestic Violence and Sexual Assault (DVSA)

47.5. How will your organization address access barriers such as language, literacy transportation?	, disability, cultural practices, and
Word limit: 150	
€ 6. Will the proposed services increase capacity for geographic areas where serv non-existent?	ices are difficult to access, limited, or
☐ Yes ☐ No	
If no, please explain how your organization plans to meet this requirement in the future meet this requirement.	or justify why your organization cannot
Word limit: 150	
<b>≅</b> 7. Are the proposed services trauma-informed?	
☐ Yes ☐ No	
If no, please explain how your organization plans to meet this requirement in the future	
Word limit: 150	
8. Does your program collect data, including demographic information about the	victims served?
Note: If your organization uses Osnium, it meets this requirement.	
☐ Yes ☐ No	
If no, please describe your plan to implement or improve data collection.	
Word limit: 150	
Culturally Specific Organizations and Culturally Specific Services	
Oregon statute requires that counties prioritize culturally specific organizations and cultural will help CJC staff understand whether a provider qualifies under SB 1510 and ensure accounts.	

1. Culturally Specific Organization

process.

"Culturally specific organization" is an organization, or a program within an organization, that serves a particular cultural community, that is primarily staffed and led by members of that community and that demonstrates self-advocacy, positive cultural identity and intimate knowledge of the lived experience of the community, including but not limited to: (A) The impact of structural and individual racism or discrimination on the community; (B) Specific disparities in access to services and resources experienced by the community; and (C) Community strengths, cultural practices, beliefs and traditions. Does your organization identify as culturally specific under this definition? Example: "We are a Latinx-led organization founded by farmworker women to serve Indigenous and Latinx survivors of domestic violence. Over 80% of our staff identify as part of

partnerships with migrant worker unions."	іна эранізн, ана
☐ Yes ☐ No	
4 If yes, describe your organization's culturally specific identity, leadership, and services	
Word limit: 100	
≅ 2. Culturally Responsive Services	
"Culturally responsive service" is a service that is respectful of, and relevant to, the beliefs, practices linguistic needs of diverse consumer or client populations and communities whose members identify cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, pred language spoken at home. A culturally responsive service has the capacity to respond to the issues of and require knowledge and capacity at systemic, organizational, professional and individual levels of your organization provide culturally responsive services? Example: "We serve African immigrant survivors counseling in Amharic and Somali, hosting faith-based support groups, and conducting outreach in community elders and local mosques. Staff receive ongoing training in culturally grounded trauma received.	as having particular ferred language or f diverse communities intervention.Does s by offering collaboration with
☐ Yes ☐ No	
4 If yes, describe how your services are culturally responsive.	
Word limit: 100	
■ Would you like to add another victim services provider?	
☐ Yes ☐ No	

## **Competitive Grant Application**

Downward Departure Program Target Population
What target population(s) is this downward departure program designed to serve? As applicable, make sure to include any underserved populations as defined in HB 3064 (2019), including racial and ethnic minorities; women; lesbian, gay, bisexual, transgender, queer and other minority gender identity communities; and other historically underserved communities.
Gender Identity
(select all that apply)
☐ Men
☐ Women
∐ Non-binary Individuals
∐ Not listed
Please specify below:
☑ Race/Ethnicity
If it is a general eligibility program, select "all." (select all that apply)
Black or African American
☐ Asian or Pacific Islander ☐ Latino/a/e or Hispanic
☐ Native American or Alaska Native
☐ Middle Eastern or North African
<b>☑</b> Other Historically Underserved Communities
(select all that apply)
☐ LGBTQIA+
☐ Not listed
A Please specify below:
☑ Risk Level
(select all that apply)
High
☐ Low
□ Low  Does your program mix these risk levels?
☐ Yes ☐ No
A Please explain how the program ensures appropriate service delivery when mixing individuals of different risk le
Word Limit: 100
Which arims types does this desurged departure program to 224
☑ Which crime types does this downward departure program target?
(select all that apply)

☐ Driving Offenses (generally ORS chapters 811, 813) ☐ Property Offenses (generally ORS chapters 164, 165) ☐ Drug Offenses (generally ORS chapters 471, 475) ☐ One of the second of the
☐ Other (please indicate ORS #) ☐ There are exceptions to the crime type(s) selected above
Please indicate other crime types below.
Please indicate the exceptions below.
OPTIONAL: If you'd like to provide additional context surrounding the exceptions, please do so here:
Residency Requirements
(select one)
□ No residency requirements exist for this program □ Must be a county resident □ Must be a resident of the county or a nearby county □ Must be a resident of Oregon □ Other
Please specify below:
Criminal History  Are there any criminal history factors which would result in automatic exclusion from the program?
Yes No
If yes, please list the criminal history factors which would result in an automatic exclusion from the program.
7 OPTIONAL: Other
If any, please specify what other conditions or criteria influence sentencing decisions that are not addressed in the above sections. Word Limit: 100
Downward Departure Program Design
≅ Program Status: Is this program new, existing, or previously funded?
(select one)
New program - Implementing for the first time (e.g., pretrial diversion program launching July 2025.  Existing program – Operating but not previously funded by the Competitive Grant (e.g., a mental health diversion program established in 2021).  Previously funded program – Received Competitive Grant funding in (insert biennium in which it was funded):

Magnetic Briefly describe your downward departure program.	
Describe how the requested key personnel position(s) are important to your downward departed purpose therein. <i>Word Limit: 200</i>	ure program and their
Which assessments will be used to inform downward departure sentencing?	
(select all that apply)	
☐ PSC ☐ LS/CMI ☐ TCUDS ☐ ASUS ☐ WRNA	
UWRNA VPRAI	
TCU CTU	
□ URICA	
Other	
Please specify below:	
Mow is the PSC used to inform downward departure sentencing?	
Example: The PSC is used as an initial triaging tool to determine whether or not a candidate for our do receive a more detailed assessment (WRNA or LS/CMI) later. Word Limit: 50	ownward departure program wil
Mhen is the PSC assessment completed?	
Example: Assessment is used after an initial assessment but before sentencing.Word Limit: 50	
Mho receives the results of the PSC assessment?	
Example: Courts, District Attorneys, defense counsel, etc.Word Limit: 50	
M How is the LS/CMI used to inform downward departure sentencing?	
· · · · · · · · · · · · · · · · · · ·	numused deporture program wil
Example: The PSC is used as an initial triaging tool to determine whether or not a candidate for our do receive a more detailed assessment (WRNA or LS/CMI) later. Word Limit: 50	ownwara departure program wii.
Mhen is the LS/CMI assessment completed?	
Example: Assessment is used after an initial assessment but before sentencing. Word Limit: 50	

Mho receives the results of the LS/CMI assessment?

Example: Courts, District Attorneys, defense counsel, etc.Word Limit: 50	
A How is the URICA used to inform downward departure sentencing?  Example: The PSC is used as an initial triaging tool to determine whether or n receive a more detailed assessment (WRNA or LS/CMI) later. Word Limit: 50	ot a candidate for our downward departure program will
Mhen is the URICA assessment completed?  Example: Assessment is used after an initial assessment but before sentencing	ng.Word Limit: 50
Mho receives the results of the URICA assessment?  Example: Courts, District Attorneys, defense counsel, etc. Word Limit: 50	
A How is the TCUDS used to inform downward departure sentencing?  Example: The PSC is used as an initial triaging tool to determine whether or n receive a more detailed assessment (WRNA or LS/CMI) later. Word Limit: 50	ot a candidate for our downward departure program will
Mhen is the TCUDS assessment completed?  Example: Assessment is used after an initial assessment but before sentencing	ng.Word Limit: 50
Mho receives the results of the TCUDS assessment?  Example: Courts, District Attorneys, defense counsel, etc.Word Limit: 50	
	ot a candidate for our downward departure program will
Example: The PSC is used as an initial triaging tool to determine whether or n receive a more detailed assessment (WRNA or LS/CMI) later. Word Limit: 50  Men is the TCUDS assessment completed?  Example: Assessment is used after an initial assessment but before sentencing	

Mho receives the results of the ASUS assessment?	
Example: Courts, District Attorneys, defense counsel, etc.Word Limit: 50	
4 How is the WRNA used to inform downward departure sentencing?	
Example: The PSC is used as an initial triaging tool to determine whether or receive a more detailed assessment (WRNA or LS/CMI) later. Word Limit: 50	
When is the WRNA assessment completed?	
Example: Assessment is used after an initial assessment but before sentence	ing.Word Limit: 50
Mho receives the results of the WRNA assessment?	
Example: Courts, District Attorneys, defense counsel, etc.Word Limit: 50	
How is the VPRAI used to inform downward departure sentencing?  Example: The PSC is used as an initial triaging tool to determine whether or receive a more detailed assessment (WRNA or LS/CMI) later. Word Limit: 50	
Mhen is the VPRAI assessment completed?  Example: Assessment is used after an initial assessment but before sentence.	ing.Word Limit: 50
Mho receives the results of the VPRAI assessment?	
Example: Courts, District Attorneys, defense counsel, etc.Word Limit: 50	
How is the TCU CTU used to inform downward departure sentencing?  Example: The PSC is used as an initial triaging tool to determine whether or receive a more detailed assessment (WRNA or LS/CMI) later. Word Limit: 50	
Mhen is the TCU CTU assessment completed?	
Example: Assessment is used after an initial assessment but before sentence	ıng.Word Limit: 50

	-
Mho receives the results of the TCU CTU assessment?	
Example: Courts, District Attorneys, defense counsel, etc.Word Limit: 50	
	<del>-</del> -
How is the other assessment used to inform downward departure senten Example: The PSC is used as an initial triaging tool to determine whether or	•
receive a more detailed assessment (WRNA or LS/CMI) later. Word Limit: 50	the contract of the contract o
	- -
Mhen is the other assessment completed?	
Example: Assessment is used after an initial assessment but before sentence	ing.Word Limit: 50
	- -
	-
Mho receives the results of the other assessment?	
Example: Courts, District Attorneys, defense counsel, etc.Word Limit: 50	_
	-
A Referral Process	
If a defendant meets all eligibility requirements to participate in the down maker at each step in the process? Example: Candidate identification: eligibility criteria. Assessment: A licensed clinician conducts initial and LS/CMI. Sentencing recommendation: A multidisciplinary team, including recommendations to the judge. Final sentencing decision: The judge decrecommendations. Word Limit: 100	Probation officers identify candidates based on follow-up assessments using the PSC and grobation officers and defense counsel, submits
	- -
Supervision	-
A Describe the caseload ratio for probation officers to clients in this p explain how this supports program goals.	rogram. If it differs from standard supervision,
Word Limit: 100	
	- -
A Describe the process for handling violations of supervision conditions and why.	ons. If it differs from standard supervision, explain
Word Limit: 100	
	<u>.</u>
	-
Service Capacity	

_
Does your county have the capacity to provide the appropriate levels of service listed below to downward departure clients?
<b>≅</b> Substance Use Treatment
☐ Yes ☐ No
<b>≅</b> Housing
☐ Yes ☐ No
Peer Mentors
☐ Yes ☐ No
Mental Health Treatment
☐ Yes ☐ No
4 Other, please specify:
If no, briefly describe why you do not presently have the capacity to adequately provide Substance Use Treatment and what steps you will be taking to increase that capacity:
<del></del>
If no, briefly describe briefly describe why you do not presently have the capacity to adequately provide Housing and what steps you will be taking to increase that capacity:
what steps you will be taking to increase that capacity:
what steps you will be taking to increase that capacity:  If no, briefly describe briefly describe why you do not presently have the capacity to adequately provide Peer Mentors and what steps you will be taking to increase that capacity:
what steps you will be taking to increase that capacity:
what steps you will be taking to increase that capacity:  If no, briefly describe briefly describe why you do not presently have the capacity to adequately provide Peer Mentors and what steps you will be taking to increase that capacity:  If no, briefly describe briefly describe why you do not presently have the capacity to adequately provide Mental Health
what steps you will be taking to increase that capacity:  If no, briefly describe briefly describe why you do not presently have the capacity to adequately provide Peer Mentors and what steps you will be taking to increase that capacity:  If no, briefly describe briefly describe why you do not presently have the capacity to adequately provide Mental Health

Competitive Grant Funding may not be used to support wraparound services or sanctions for program participants, such

as treatment, housing, or peer mentors. Applicants are strongly encouraged to use their Formula Grant Justice

Word Limit: 100	
■ Are structured sanctions used for example 1.	very downward departure?
☐ Yes ☐ No	
If structured sanctions are not use structured sanction would not be used	for every downward departure, specify what the conditions are in which a
Word Limit: 100	
Revocations	
M Describe the process for revoking	rogram participants.
Word Limit: 100	
Downward Departure Program Impac	
You are encouraged to use the following implementation:The <u>Justice Reinvestment</u>	esources when projecting the number of prison intakes given program  Program Prison Usage Dashboard looking specifically at the Number of Prison Intakes  board. Consult the Justice Reinvestment Program Sentencing Dashboard and look at the  le (first sentence v. revocation).
You are encouraged to use the following implementation:The <u>Justice Reinvestmer</u> chart in the bottom right corner of the das intakes broken down by crime type and to the state of the stat	<u>Program Prison Usage Dashboard</u> looking specifically at the Number of Prison Intakes board. Consult the <u>Justice Reinvestment Program Sentencing Dashboard</u> and look at the
You are encouraged to use the following implementation:The <u>Justice Reinvestmer</u> chart in the bottom right corner of the das intakes broken down by crime type and to	<u>Program Prison Usage Dashboard</u> looking specifically at the Number of Prison Intakes board. Consult the <u>Justice Reinvestment Program Sentencing Dashboard</u> and look at the le (first sentence v. revocation).
You are encouraged to use the following implementation:The <u>Justice Reinvestment</u> chart in the bottom right corner of the dast intakes broken down by crime type and to the lift you received 2023-25 Competitive your goal for anticipated decreases?  Yes No	Program Prison Usage Dashboard looking specifically at the Number of Prison Intakes aboard. Consult the Justice Reinvestment Program Sentencing Dashboard and look at the net (first sentence v. revocation).  (Supplemental) Grant funding, refer to last biennium's application. Did you meet
You are encouraged to use the following implementation: The Justice Reinvestment chart in the bottom right corner of the das intakes broken down by crime type and to see If you received 2023-25 Competitive your goal for anticipated decreases?  Yes No Did not receive funding in 23-25  If no, please explain what contribute Example: "A significant increase in proper	Program Prison Usage Dashboard looking specifically at the Number of Prison Intakes aboard. Consult the Justice Reinvestment Program Sentencing Dashboard and look at the net (first sentence v. revocation).  (Supplemental) Grant funding, refer to last biennium's application. Did you meet
You are encouraged to use the following implementation: The Justice Reinvestment chart in the bottom right corner of the dast intakes broken down by crime type and the limitage of the limita	Program Prison Usage Dashboard looking specifically at the Number of Prison Intakes aboard. Consult the Justice Reinvestment Program Sentencing Dashboard and look at the net (first sentence v. revocation).  (Supplemental) Grant funding, refer to last biennium's application. Did you meet d to that outcome.  If the description of the description is application of the description of the description is application. The description is application of the description is application. The description is application of the description is application of the description is application. The description is application of the description of the description is application of the description is application of the description of the description is application of the description is application of the description of the description of the description is application of the description of the description is application of the description of the descrip
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You are encouraged to use the following implementation: The Justice Reinvestmer chart in the bottom right corner of the das intakes broken down by crime type and to the literal state of the literal	Program Prison Usage Dashboard looking specifically at the Number of Prison Intakes aboard. Consult the Justice Reinvestment Program Sentencing Dashboard and look at the net (first sentence v. revocation).  (Supplemental) Grant funding, refer to last biennium's application. Did you meet  d to that outcome.  y crime arrests and a shortage of housing resources for program participants hindered outween are addressing this by partnering with local housing providers and adding transitional
You are encouraged to use the following implementation: The Justice Reinvestmer chart in the bottom right corner of the das intakes broken down by crime type and to the life you received 2023-25 Competitive your goal for anticipated decreases?  Yes No Did not receive funding in 23-25  If no, please explain what contribute Example: "A significant increase in proper ability to achieve the projected reductions support staff." Word Limit: 100  Please project the number of intake implementation:	Program Prison Usage Dashboard looking specifically at the Number of Prison Intakes aboard. Consult the Justice Reinvestment Program Sentencing Dashboard and look at the net (first sentence v. revocation).  (Supplemental) Grant funding, refer to last biennium's application. Did you meet  d to that outcome.  y crime arrests and a shortage of housing resources for program participants hindered outween are addressing this by partnering with local housing providers and adding transitional
You are encouraged to use the following implementation: The Justice Reinvestmer chart in the bottom right corner of the das intakes broken down by crime type and to the second s	Program Prison Usage Dashboard looking specifically at the Number of Prison Intakes aboard. Consult the Justice Reinvestment Program Sentencing Dashboard and look at the net (first sentence v. revocation).  (Supplemental) Grant funding, refer to last biennium's application. Did you meet  d to that outcome.  y crime arrests and a shortage of housing resources for program participants hindered outween are addressing this by partnering with local housing providers and adding transitional
You are encouraged to use the following implementation: The Justice Reinvestmer chart in the bottom right corner of the das intakes broken down by crime type and to the life you received 2023-25 Competitive your goal for anticipated decreases?  Yes No Did not receive funding in 23-25  If no, please explain what contribute Example: "A significant increase in proper ability to achieve the projected reduction. support staff." Word Limit: 100  Please project the number of intake implementation:  the sentence for Property Crimes:  Ocation for Property Crimes:	Program Prison Usage Dashboard looking specifically at the Number of Prison Intakes aboard. Consult the Justice Reinvestment Program Sentencing Dashboard and look at the net (first sentence v. revocation).  (Supplemental) Grant funding, refer to last biennium's application. Did you meet  d to that outcome.  y crime arrests and a shortage of housing resources for program participants hindered outween are addressing this by partnering with local housing providers and adding transitional

Revocation for Driving Crimes:				
First sentence for Other Crimes:				
Revocation for Other Crimes:				
Describe how the above pro	jections were determined f	or first sentences, r	evocations, or bot	h.
Word Limit: 100				
4 How will your program addreaccuracy of these projections?	ess factors that contributed	d to unmet goals in	previous cycles (if	applicable) or ensure the
Word Limit: 100				

#### **Evaluation Application**

Applicants seeking to retain funds must submit a detailed plan for the use of research funds as described below. If a county selects to retain the 3% funds and conduct evaluations in-house, funding will be released on a reimbursement basis. In choosing programs for Randomized Controlled Trials (RCTs) or other rigorous evaluations, CJC will consider the following factors: The proposed program is promising and has the capability of being reproduced in other counties. The proposed program is capable of evaluation through RCTs or other rigorous evaluation when accounting for sample size and other practical requirements. The proposed RCT or other rigorous evaluation will meet the requirements of the institutional review board process. Studying the program will benefit the state and, more broadly, the field of criminal justice by adding to the body of knowledge available.

1. What is the primary research question the proposed project will seek to answer?
2. What, if any, are the secondary research questions the proposed project will seek to answer?
3. Please provide a brief review of the existing social scientific research related to the proposed project.
4. Please describe how this project will benefit the State of Oregon as well as the field of criminal justice more broadly.
5. Please describe your dissemination plan for the results of this project.
4 6. How will other Oregon criminal justice stakeholders be able to replicate your program in their jurisdictions?
Research Design and Methodology  1. Describe the study population and expected sample size estimates.
2. Please describe the control group; if a random control trial is not possible, please explain how the proposed researc will employ a quasi-experimental design.

3. What statistical methodology(ies) will be used to analyze	<u> </u>
4. If the project involves the collection of primary data, please IRB timeline for this project.	
5. List project deliverables and expected completion dates,	
Quarterly updates on research progress and recruitment	
A written report of study results	
4 6. If using subcontracted research, provide a plan for the ov	
7. If cooperating with another county (or counties) to increase (or among) counties will be monitored and maintained.	

#### JRP-27-XX GRANT AGREEMENT

#### **CRIMINAL JUSTICE COMMISSION**

#### JUSTICE REINVESTMENT PROGRAM

Agreement Number: JRP-27-XX

This grant agreement ("Agreement"), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission ("CJC" or "State"), and **Grantee Name** ("Recipient"). This Agreement becomes effective only when fully signed and approved as required by applicable law ("Effective Date"). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **November 30, 2027**.

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Contact Information, Project Description and Reporting Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedent shall control. The precedence each of the following documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A.

#### **SECTION 1: KEY GRANT TERMS**

The following capitalized terms have the meanings assigned below.

**Grant Amount: \$XXX,XXX,XXX** 

Completion Deadline: August 31, 2027

#### **SECTION 2: FINANCIAL ASSISTANCE**

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.

CJC's obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, and information as CJC may reasonably require.

#### **SECTION 3: DISBURSEMENT**

- A. <u>Disbursement</u>. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in installments as listed:
  - (1) \$XXX,XXX by September 30, 2025;
  - (2) \$XXX,XXX by March 31, 2026;
  - (3) \$XXX,XXX by September 30, 2026; and
  - (4) \$XXX,XXX by March 31, 2027.

#### B. Conditions to Disbursements.

- (1) CJC has no obligation to disburse Grant funds unless:
  - i. CJC has sufficient funds currently available for this Agreement;
  - ii. CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default; and
  - iii. Recipient is in compliance with the terms of this Agreement.
- (2) CJC may amend this Agreement to remove the final disbursement of Grant funds in subsection A of this section if Recipient has not expended at least 60 percent of the Grant Amount by December 31, 2026. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds under this subsection will not constitute an Event of Default.

#### **SECTION 4: USE OF GRANT**

As more particularly described in Exhibit A, Recipient will use the Grant to fund Justice Reinvestment programs (the "Project"). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning July 1, 2025, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC ("Eligible Costs"). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

#### **SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

Recipient represents and warrants to CJC as follows:

#### A. Organization and Authority.

- (1) Recipient is validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement's terms.
- B. <u>Full Disclosure</u>. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

C. <u>Pending Litigation</u>. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

#### **SECTION 6: COVENANTS OF RECIPIENT**

#### Recipient covenants as follows:

A. <u>Notice of Adverse Change</u>. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.

#### B. Compliance with Laws.

- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. <u>Worker's Compensation Insurance</u>. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subcontractors and subrecipients complies with these requirements.
- D. <u>Return of Unexpended Grant Funds</u>. Recipient must return to CJC any Grant funds not expended by the Completion Deadline.
- E. <u>Financial Records</u>. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.
- F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

G. <u>Notice of Event of Default</u>. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

#### H. Recipient Subagreements and Procurements.

- (1) <u>Subagreements</u>. Recipient may enter into agreements with subcontractors and subrecipients ("Subagreements") for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.
- (2) Subagreement indemnity; insurance.

Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

Recipient shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111 ("subrecipient"), to obtain and maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by similar entities engaged in similar activities. Recipient shall require each subrecipient to, upon request, provide to CJC Certificate(s) of Insurance required under this Agreement. Nothing in this provision precludes

Recipient from exerting a defense against any party other than CJC, including a defense of immunity.

#### (3) Procurements.

- i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.
- ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Recipient. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.
- iii. Recipient shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

#### **SECTION 7: DEFAULT**

- A. Recipient Default. Any of the following constitutes an "Event of Default" of Recipient:
  - (1) <u>Misleading Statement</u>. Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
  - (2) <u>Failure to Perform</u>. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection (1) of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.
- B. <u>CJC Default</u>. CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

#### **SECTION 8: REMEDIES**

A. <u>CJC Remedies</u>. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC's obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC's demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

B. <u>Recipient Remedies</u>. In the event of default by CJC, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

#### **SECTION 9: TERMINATION**

- A. <u>Mutual Termination</u>. This Agreement may be terminated at any time by mutual written consent of the parties.
- B. <u>Termination by CJC</u>. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:
  - (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
  - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.
- C. <u>Termination by Recipient</u>. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:
  - (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by

- Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.
- (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

#### **SECTION 10: MISCELLANEOUS**

#### A. Contribution.

- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Recipient relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.
- (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.
- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law,

including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- B. <u>No Implied Waiver</u>. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- C. <u>Choice of Law; Designation of Forum; Federal Forum</u>. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- D. <u>Notices and Communication</u>. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or CJC at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.
  - Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.
- E. <u>Amendments</u>. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property,

- then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.
- G. <u>Independent Contractor</u>. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- H. <u>Severability</u>. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- I. <u>Successors and Assigns</u>. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.
- J. <u>Counterparts</u>. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- K. <u>Integration</u>. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- L. <u>No Third-Party Beneficiaries</u>. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.
- M. <u>Survival</u>. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.
- N. <u>Time is of the Essence</u>. The parties agree that time is of the essence under this Agreement.
- O. <u>Public Records</u>. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

The signatures of the parties follow on the next page.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



# STATE OF OREGON acting by and through its Criminal Justice Commission

#### **GRANTEE NAME**

Ву:	Ву:		
Ken Sanchagrin, Executive Director			
Date:	Date:		

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated DATE

Nina Englander, Senior Assistant Attorney General

## EXHIBIT A: CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

#### Contact Information:

CJC Recipient

State of Oregon, acting by and through its

Criminal Justice Commission

Mailing Address

City State Zip

Grant Administrator: Lindsey Cullins Contact: Name

Telephone: 503-302-1990 Telephone: Number

Email: lindsey.cullins@cjc.oregon.gov Email: Email

#### **Project Description:**

The Justice Reinvestment Program supports Oregon counties in fulfilling the requirements of House Bill 3194 (2013), specifically to plan, implement, and expand initiatives that establish a process to assess individuals and provide a continuum of community-based sanctions, services, and programs.

The goals of CJC's Justice Reinvestment Program include:

- Reducing recidivism through evidence-based practices while protecting public safety and holding individuals accountable; and
- Decreasing prison utilization for property, drug, and driving offenses while protecting public safety and holding individuals accountable.

This Grant requires the Recipient to:

- Base implementation of its Project on existing research and evidence-based practices for reducing recidivism; and
- Distribute no less than 10 percent of Grant funds awarded to community-based nonprofit organizations that provide services to victims of crime, with priority given to culturally specific organizations and culturally responsive services.

Recipient shall use Grant funds to support the following program(s), to work toward the goals stated above. INSERT FROM SCOPES OF WORK

#### **Project Period:**

Start Date: July 1, 2025

End Date: August 31, 2027

#### **Reporting Requirements:**

#### Schedule

Recipient must submit to CJC quarterly progress reports beginning January 25, 2026, occurring every three months thereafter, and ending on October 1, 2027, until the earlier of 30 days after Grant funds are fully expended or 30 days after the Completion Date.

Recipient must submit to CJC semi-annual reports on January 25, and July 25 of each year of the Project Period.

Recipient must submit to CJC annual victim services reports on July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit any required report after its due date.

#### **Report Contents**

Progress reports must be submitted through CJC's grant administration system and contain all the requested data.

- 1. CJC Quarterly Report (<a href="https://cjc-grants.smapply.io">https://cjc-grants.smapply.io</a>)
  - a. Grant Funds spend during the prior calendar quarter, with brief description; and
  - b. Any quarterly information on the Project as CJC may reasonably request. Any other Project information as CJC may reasonably request.
- CJC Semi Annual Report (<a href="https://cjc-grants.smapply.io">https://cjc-grants.smapply.io</a>)
  - a. In a narrative fashion, Recipient's progress in meeting the Project's objectives during the sixmonth period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.
- 3. CJC Annual Victim Services Report (<a href="https://cjc-grants.smapply.io">https://cjc-grants.smapply.io</a>)
  - a. In a narrative fashion, Recipient's progress in providing services to victims of crime during the twelve-month period preceding the report date.