

**FY 2017-19 COMPETITIVE GRANT PROGRAMS  
REQUEST for GRANT PROPOSALS (RFPG)**

**APPLICATION INSTRUCTIONS AND REQUIREMENTS**

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**OREGON CRIMINAL JUSTICE COMMISSION**

**TREATMENT COURT GRANT PROGRAM**

**885 Summer St NE  
Salem, OR 97301**

**ONLINE APPLICATION DUE DATE:  
Friday, March 3, 2017 by 11:59 pm**

## I. Overview

Beginning in 2005, the Criminal Justice Commission (“CJC”) was tasked with funding Oregon’s competitive drug court grant program. During the 2015-17 biennium, the CJC awarded 38 treatment court programs state and federal resources targeted to adult drug, family, mental health, juvenile, veteran, and DUI courts. Treatment courts (previously referred to as specialty courts) are courts that operate under a specialized model to provide court-directed supervision and mandated treatment to nonviolent individuals with substance use or mental health issues underlying their criminal behavior. Participants are required to undergo a strenuous regimen of treatment and accountability which requires a strong personal commitment to eliminate substance use and sustain a crime-free lifestyle.

The Treatment Court Grant Program (“Grant Program”) calls for evidence-based problem-solving court strategies designed to address the root causes of criminal activity and substance use disorders by coordinating efforts of the judiciary, prosecution, defense, probation, law enforcement, treatment, mental health, and social services. These courts offer non-violent offenders an alternative to incarceration and teach participants to become productive law abiding citizens, which reduces recidivism and provides for healthier communities.

In 2013, the Oregon Joint Committee on Public Safety<sup>1</sup> enrolled House Bill 3194<sup>2</sup> which established ORS 137.680<sup>3</sup>. In H.B. 3194 §39, the CJC is charged with serving as a *clearing house and information center for the collection, preparation, analysis and dissemination of the best practices applicable to specialty courts*. This includes coordinating research and distributing research results in addition to treatment court specific trainings and the support of program or evidence-based practice implementation. Further, the CJC was required to develop evidence-based standards for treatment courts in consultation with the Judicial Department, designed to reduce recidivism and target high to medium risk offenders. The draft standards<sup>4</sup> describe best-practices associated with a successful treatment court program and are in line with The Ten Key Components Volume I<sup>5</sup> and II<sup>6</sup> published by the National Association of Drug Court Professionals (“NADCP”).

## II. Availability and Duration of Funding

The CJC intends to use state and federal resources to financially support the Grant Program. Applicants awarded may begin charging expenditures to the grant award beginning July 1, 2017. The exact funding amount is contingent upon the 2017 legislative approved budget. This is a one-time solicitation, offering support for a maximum project period of 24 months.

## III. Grant Program Goals

The goal of the Grant Program is to financially support established treatment courts serving adults, juveniles, and families. The impact of treatment courts have demonstrated positive cost-effective results for people struggling with a substance use disorder through recidivism outcomes by way of interdisciplinary team collaboration, court-directed

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<sup>1</sup> Oregon Legislature. 77<sup>th</sup> Assembly, 2013. Joint Committee on Public Safety. <https://olis.leg.state.or.us/liz/2013R1/Committees/JPS/Overview> (2013) (last accessed September 2016)

<sup>2</sup> Oregon Legislature, House. 77<sup>th</sup> Assembly, 2013, H.B. 3194. <https://olis.leg.state.or.us/liz/2013R1/Downloads/MeasureDocument/HB3194/Enrolled> (2013) (last accessed September 2016)

<sup>3</sup> Legislative Counsel Committee, CHAPTER 137—Judgment and Execution; Parole and Probation by the Court, [https://www.oregonlegislature.gov/bills\\_laws/ors/ors137.html](https://www.oregonlegislature.gov/bills_laws/ors/ors137.html) (2015) (last accessed Jul. 16, 2016)

<sup>4</sup> Oregon Treatment Court Standards. Criminal Justice Commission. <http://www.oregon.gov/cjc/specialtycourts/Documents/family/OregonTreatmentCourtStandards.pdf> (2016) (last accessed September 2016)

<sup>5</sup> Adult Drug Court Best Practice Standards Volume 1. NADCP. <http://www.nadcp.org/sites/default/files/nadcp/AdultDrugCourtBestPracticeStandards.pdf> (2013) (last accessed April 2015)

<sup>6</sup> Adult Drug Court Best Practice Standards Volume II. NADCP. [http://www.ndcrc.org/sites/default/files/adult\\_drug\\_court\\_best\\_practice\\_standards\\_volume\\_ii\\_0.pdf](http://www.ndcrc.org/sites/default/files/adult_drug_court_best_practice_standards_volume_ii_0.pdf) (2015) (last accessed November 2016)

treatment, and compliance.

#### IV. Eligible Applicants

Applicants eligible to apply for the Grant Program include:

- Counties and other units of local government, non-profits, or judicial districts with existing treatment court programs (i.e. adult drug, family/dependency, mental health, veterans, and juvenile drug). In addition, applications must demonstrate strong collaborative partnerships with community partners providing continuing care treatment, education, employment, housing services, aftercare, etc.
- Applications must be signed by **local stakeholder agencies, representing the core membership of the treatment court team**, demonstrating their support for the grant. The treatment court team should include the judge, district attorney, public defender, community corrections agency, supervision or case manager agency and treatment provider. The treatment team may incorporate additional important stakeholders in addition to the core members referenced above.
- Applications may be submitted for multi-county regions if appropriate.
- Although more than one agency / organization will be involved in the operation of a successful grant application, **a lead entity must represent the applicant** and must accept responsibility for program and fiscal record keeping and reporting.
- Applicants seeking grant funding for multiple treatment court types (adult and juvenile drug, family, mental health, veterans, etc.) must submit separate applications for each specific court type. Any exception to this must be approved by the CJC prior to submission of the application. Requests for an exception must be provided to the CJC in writing.

#### V. Deadlines

All applications are due by 11:59 p.m. on March 3, 2017.

#### VI. Contact Information

For technical assistance with submitting an application, contact Chris Christy at the CJC at (503) 378-2655, or via email to [chris.christy@oregon.gov](mailto:chris.christy@oregon.gov)

**Posting Date: January 18, 2017**

**Due Date: March 3, 2017**

#### VII. Funding Priorities

CJC grants are targeted to improve the effectiveness of state and local criminal justice systems through state and federal resources. Specifically, Grant Program funding is targeted to programs that are based on the defining characteristics of a treatment court, including:

- Serve a specific, targeted population with agreed-upon eligibility criteria;
- Rely on consistent judicial interaction throughout the duration of the process; and

- Require collaboration among a multi-disciplinary team.

If applicants are unable to appropriately address all of the specified elements, grantees should expect the inclusion of special conditions that preclude them from accessing grant funding until the conditions are met. Applicants should anticipate that applications determined to be nonresponsive to the scope of this solicitation will not receive further consideration.

## VIII. How to Apply

1. Applicants will complete and submit an application online that contains **all** of the specified elements in CJC’s grant administration website at <https://cjcgrants.fluidreview.com/>. Late applications will not be accepted.
2. Prior to working within the Fluid Review website, the applicant will need to set up a user account and login credentials.

### Estimated Grant Application Timetable:

<b>Wednesday</b>	<b>January 18, 2017</b>	<b>Request for Grant Proposals (RFGP) period opens</b>
<b>Friday</b>	<b>March 3, 2017</b>	<b>RFGP Closes at 11:59 PM</b>
<b>Friday</b>	<b>April 7, 2017</b>	<b>Scoring of applications completed</b>
<b>Friday</b>	<b>April 28, 2017</b>	<b>Intent to award notices sent to applicants</b>
<b>Friday</b>	<b>May 5, 2017</b>	<b>End of the seven day protest period</b>
<b>Monday</b>	<b>June 26, 2017</b>	<b>Award Letters/Grant Award Agreements sent to grantees</b>

## IX. Application Contents

The CJC has designated the following application elements as **critical**:

- Cover Sheet
- Program Narrative
- Plan for Ensuring Fidelity
- Budget Narrative & Tables

Eligible substance use disorder treatment providers must hold a current, non-provisional license/letter of approval issued by the Oregon Health Authority, Health Systems Division. **A copy of this license/letter must be provided as part of the application.**

A Racial and Fiscal Impact Statement must be provided by the applicant as part of the proposal.

## **To help you prepare your application, you will need the following key information:**

### Cover Sheet:

- State Employee Identification Number (EIN)
- Federal Employee Identification Number (FEIN) – must have this if federally funded
- Duns & Bradstreet “data universal number system” (DUNS) – must have this if federally funded
- Direct Deposit can greatly reduce errors when making payment. Applicants will indicate, if desired, if they will do ACH/Direct Deposit
- Payment Remittance Address for the program

### Program Narrative:

- Program description, high level overview of what your program is and what you need the CJC grant for
- Target population and how your program aligns to CJC program goals
- Process for identifying eligible participants based on criteria and best practice
- Process for assessing risk and need
- Process to ensure low and high risk participants are not mixed and have separate tracks
- Projected average monthly program capacity for 2017-2019
- U/A testing protocols and timelines – addressing randomness, tests per week and when results are back
- Evidence-based curricula used and how program addresses treatment needs and relapse
- Protocols for use of sanctions and incentives
- Average amount of time your Judge spends with participants in court
- The role and engagement of your Policy and Advisory Committees
- 2016 data including # of participants served, # successfully completed and # of unsuccessful participants
- Any modifications you have made to your program based on evaluation and peer reviews
- Current MOU’s and Letters of Support from LPSCC and LADPC (if operational) will need to be uploaded
- Staff experience and certifications/licenses they have will need to be uploaded
- If applicable, what your program does with Medical Assisted Treatment (MAT)

### Plan for Ensuring Fidelity

- Describing mechanisms in place to ensure fidelity and collaboration among team members
- Training needs and procedures

### Budget Narrative and Tables

- Identify all funding sources outside CJC requested funding
- How your program works with the local Coordinating Care Organization to understand the % of your treatment costs, per participant, paid for through OHP, OHA, private insurance, and other third party sources. **Will need to include this analysis.**
- Relationship with local Coordinating Care Organization and how you ensure CJC treatment funds are used as a last resort and primarily as gap funding for costs not covered through other sources.
- Use the CJC baseline budget formula to project maximum funding request. For example; average monthly # of participants (50) X fixed rate by court type (Adult Drug \$9.00 per day) X #of days in the biennium (730).
- Budget request that includes a breakdown of costs into the following categories: personnel, contractual/consultant services, rent & utilities, supplies, travel/training, equipment, administrative, evaluation and other.

## X. Application Review and Award Decisions

### Review Process:

CJC will carry out a preliminary review of all applications submitted online by the due date of March 3, 2017 by 11:59 p.m. **Each application will initially be examined for responsiveness to the guidelines provided in this RFGP related to timeliness and contents.** An application will be deemed non-responsive if it does not conform to the application requirements.

All applications that are responsive to the solicitation guidelines will be scored by an **Advisory Review Panel**.

Applications will be scored based on a **maximum of 100 points**. The possible maximum score for each application section will be as follows:

- **0 points – Cover Sheet is not scored**
- **70 points – Program Narrative**
  - **50 points - Program Description**
  - **10 points - Evidence of Collaboration**
  - **10 points - Evidence of Staff Competency**
- **15 points – Plan for Ensuring Program Fidelity**
- **15 points – Budget Narrative and Tables**

### Award Decisions and Protests:

**Awards.** Following the Advisory Review Panel's work, the Grant Program award recommendations will be forwarded to the **Criminal Justice Commissioners** for awarding decision and approval. The commissioners may consider other factors besides score (such as geographical distribution) in determining final funding allocations. CJC will issue *Intent to Award Notices, Award Letters and Grant Award Agreements* as provided in the proposed schedule in Section VIII: "How to Apply".

**Protests.** An award protest must be submitted in writing and received by the CJC within seven (7) calendar days after the date of the *Intent to Award Notification Letter*. The protest shall specify the grounds for the protest to be considered by the CJC. The CJC may not consider late protests. The CJC shall consider and respond in writing to a protest within fourteen (14) days.

## XI. Award Conditions

Grantees of the Grant Program must agree to the grant award conditions set forth by CJC, and will be required to enter into a grant award agreement substantially in the form attached hereto as **Appendix A**. In the event that mutually agreeable terms cannot be reached within a reasonable time period, as judged by the CJC, then the agency reserves the right to cancel the award with the applicant.

The applicant(s) must provide all required proofs of insurance within thirty (30) calendar days of receipt of Award Letter and/or Grant Award Agreement. Failure to provide the required documents within the thirty (30) calendar day period may result in cancelation of the award. Applicants are encouraged to consult their insurance agent(s) about the insurance requirements contained in the Grant Award Provisions, included in **Appendix A**, prior to submission of the application.

## **XII. Monitoring**

CJC will monitor whether grantees are operating their programs as described, working toward their program goals and outcome objectives as described or as modified in collaboration with CJC, and following appropriate fiscal procedures as outlined in the Grant Management Handbook..

To assist CJC in this process, grantees must **submit regularly scheduled progress reports, be available for periodic communications, and participate in occasional site visits** by CJC.

### Progress Reports:

Quarterly and Annual Progress Reports will be **required** through Fluid Review. In addition to assisting CJC in monitoring grantee programs, progress reports may be used by CJC to assist other agencies undertaking similar programs, to justify continued funding of treatment courts, and to provide information to stakeholders, including the Governor's Office and Oregon State Legislature. Your grant agreement will outline progress report deadlines.

### Requests for Reimbursement:

Grantees will submit Requests for Reimbursements ("RFR") on a **quarterly basis** through Fluid Review. Reimbursements will be made to grantees only for goods or services identified in the approved application budget for actual expenses incurred during the project period outlined in the grant agreement. The grant agreement will outline RFR deadlines.

### Reimbursement Documentation:

Summary level information contained within the RFR submission through Fluid Review will suffice as backup documentation. Detail for documented expenses (timesheets, invoices, and travel charges) need to be kept and available for future audit. Reimbursements will be made to grantees quarterly unless otherwise 'approved' by the CJC.

### Peer Reviews:

The CJC has developed a peer review process to assist in the alignment of treatment court programs with Oregon's Treatment Court Standards and national best practices. All programs awarded grant funding from CJC will be expected to participate in the peer review process if the process is available for their court type.

## **XIII. Grant Suspension or Termination**

Following reasonable notice to grantees and attempts to resolve problems informally, CJC may suspend funding in whole or in part, terminate funding, or impose another sanction for any of the following reasons:

- Failure of the program to comply substantially with the requirements or statutory objectives of the Grant Program guidelines issued hereunder, or other provisions of state law.
- Failure of the program to make satisfactory progress toward the approved goals and objectives.
- Failure of the program to adhere to the requirements of the grant award and standard or special conditions.
- Proposing or implementing substantial changes that result in a program that would not have been selected if it had been subjected to the original review of applications.
- Failure of the program to comply substantially with any other applicable federal or state statute, regulation, or guideline.

It is the role for the CJC to ensure that the funds, as awarded, comply with the state and local statutes and rules. CJC reserves all rights regarding this Grant Program, including but without limitation, the right to:

- Amend or cancel this Grant Program without liability if it is in the best interest of the public to do so;

- Reject any and all applications upon finding that it is in the best interest of the public to do so;
- Waive any minor irregularity, informality, or non-conformance with the provisions or procedures of this opportunity;
- Reject any applications that fail to substantially comply with all prescribed solicitation procedures and requirements;
- Amend at CJC's sole discretion, any agreements that are a result of this Grant Program;
- Accept applications in whole or in part. CJC is under no obligation to do so, but at its discretion may request additional information or clarification from applicants for the purposes of assuring a complete understanding of the applications and supporting an accurate review, evaluation and comparison;
- Require applications be modified if it is found to be in the best interest of the public;
- Extend any agreement resulting from this Grant Program without an additional solicitation process;
- Modify the type of agreement vehicle employed, based on what the CJC deems appropriate to the type of work for which funds may be awarded, if it is in the best interest of the public to do so.

## APPENDIX A (Sample Only)

Note: The form attached in Appendix A is for an agreement with a local government using federal funds. For agreements with nonprofit corporations, the main difference would be that the contribution clause would be inapplicable and the indemnity and insurance clauses would apply to the nonprofit and there would be no Exhibit D.

### CRIMINAL JUSTICE COMMISSION TREATMENT COURTS GRANT PROGRAM

885 Summer Street NE  
Salem, OR 97301

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission, hereafter referred to as “CJC,” and [Click here to enter text.](#), hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.” This Agreement shall become effective on the later of \_\_\_\_\_ or the date when this Agreement is fully executed and approved as required by applicable law.

**1. Grant.** In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed \$\_\_\_\_\_ (the “Grant Funds”) to assist Grantee in implementing the project described in Exhibits A and B (the “Project”) during the period beginning on the Project Start Date and ending on the Project End Date (the “Project Period”), as those dates are specified in Exhibit A. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC’s obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date. The Grant Funds provided under this Agreement are a subaward of federal funds received by CJC under a Federal award. Additional information on the Federal award and subaward are set forth in Exhibit E.

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

Exhibit A:	<b>Project Description and Budget</b>
Exhibit B:	<b>Project Goals and Objectives</b>
Exhibit C:	<b>Subagreement Insurance Requirements</b>
Exhibit D:	<b>Federal Terms and Conditions</b>
Exhibit E:	<b>Federal Award and Subaward Information</b>

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

**3. Reports.** Grantee shall submit the reports required by this section.

**a. Progress Reports.** Grantee shall submit to CJC a report each quarter during Project implementation on Grantee's progress in meeting each of its agreed upon Project goals and objectives set forth in Exhibit B ("Progress Reports"). Each Progress Report must include data on Grantee's progress in the meeting the Project's goals and objectives. Progress Reports must be received by CJC no later than October 20, January 20, April 20 and July 20 for the prior calendar quarter. Grantee must receive prior approval from CJC to submit a Progress Report after its due date.

**b. Financial Reimbursement Reports.** Grantee shall submit to CJC a Request for Reimbursement ("RFR") each quarter for reimbursement of Eligible Costs incurred during the prior calendar quarter. Each RFR must include supporting documentation for all Eligible Costs for which Grantee is seeking reimbursement. RFRs must be received by CJC no later than October 20, January 20, April 20, and July 15; provided, however, that the final RFR must be submitted no later than the earlier of 30 days after completion of the Project or 30 days after the Project End Date. Failure to submit an RFR by the due date could result in a loss of reimbursement for costs incurred during that quarter. Grantee must receive prior approval from CJC to submit an RFR after its due date.

#### **4. Disbursement and Recovery of Grant Funds.**

**a. Disbursement Generally.** Subject to Section 4.b, CJC shall reimburse, on a quarterly basis and within the line items of the Project Budget, Eligible Costs incurred in carrying out the Project, up to the amount of Grant Funds specified in Section 1. Reimbursements shall be made by CJC within 30 days of CJC's approval of a RFR. "Eligible Costs" are the necessary and reasonable costs incurred by Grantee (or a subgrantee or subrecipient under a Subagreement) during the Project Period in implementation of the Project and that allocable thereto, as further described in 2 CFR Part 200, Subpart E (Cost Principles), and that are not excluded from reimbursement by CJC, either by this Agreement or by exclusion as a result of financial review or audit, subject to the following requirements and limitations:

**i.** Reimbursement rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at [http://www.oregon.gov/DAS/CFO/SARS/pages/oam\\_toc.aspx#Chapter\\_40\\_Travel](http://www.oregon.gov/DAS/CFO/SARS/pages/oam_toc.aspx#Chapter_40_Travel). Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.

**ii.** When requesting reimbursement for equipment costing over \$5,000, the Grantee must provide a description of the equipment, purchase price, date of purchase, and identifying numbers if any.

**b. Conditions Precedent to Disbursement.** CJC's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i.** CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii.** Grantee is in compliance with the terms of this Agreement.
- iii.** Grantee's representations and warranties set forth in Section 5 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv.** All Progress Reports due on or before the date of disbursement have been completed and submitted to CJC.
- iv.** Grantee has provided to CJC a RFR in accordance with Section 3.b. hereof.

**c. Recovery of Grant Funds.** Any funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of completion of the Project, the Project End Date or termination of this Agreement ("Unexpended Funds") must be returned to CJC. Misexpended funds include, but are not limited to, an overpayment, audit disallowance or amount resulting from this Agreement that results in a debt owed to the Federal Government. Grantee shall return all Misexpended Funds to CJC promptly after CJC's written demand and no later than 15 days after CJC's written demand. Grantee shall return all Unexpended Funds to CJC within 14 days after the earlier of completion of the Project or termination of this Agreement.

**5. Representations and Warranties of Grantee.** Grantee represents and warrants to CJC as follows:

**a. Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's charter or other governing documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

**c. No Solicitation.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**d. No Debarment.** Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Grantee agrees to notify CJC immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

**e. Registration with the System for Award Management (SAM).** Grantee has registered with SAM (available through <http://www.ojp.usdoj.gov/funding/sam.htm>) and has provided its Data Universal Numbering System (DUNS) Number to CJC.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

## **6. Records Maintenance and Access; Audit.**

**a. Records, Access to Records and Facilities.** Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, state minimum standards for audits of municipal corporations, and in accordance with 2 CFR Part 200, Subpart F. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements. CJC, the Secretary of State of the State of Oregon (the "Secretary"), the United States Department of Justice Office of Special Programs, Bureau of Justice Assistance ("USDOJ"), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary, USDOJ and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC, the Secretary and USDOJ to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

**b. Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

**c. Expenditure Records.** Grantee shall document the expenditure of all funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

**d. Audits.** If Grantee expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the 2 CFR Part 200, Subpart F (Audit Requirements). Copies of all audits must be submitted to CJC within 30 days of completion. If Grantee expends less than \$750,000 in its fiscal year in Federal funds, Grantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 6.a herein.

**e. Audit Costs.** Audit costs for audits not required in accordance with 2 CFR Part 200, Subpart F, are unallowable. If Grantee did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit are not Eligible Costs and may not be charged to Grant Funds.

## **7. Grantee Subagreements and Procurements**

**a. Subagreements.** Grantee may enter into agreements with subgrantees and subrecipients (“Subagreements”) for implementation of portions of the Project.

**i.** Each Subagreement must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Subagreement, including but not limited to the requirement to comply with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable. Use of a Subagreement does not relieve Grantee of its responsibilities under this Agreement.

**ii.** Grantee 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 Grantee to CJC within ten (10) days of its discovery.

**b. Subagreement indemnity; insurance.**

*Each Grantee 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.

Grantee 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, to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

**c. Procurements.**

**i.** Grantee 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, as well as the requirements of 2 CFR §§ 200.317-326, as applicable.

**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 Grantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

**iii.** The Grantee 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.

**8. Default.** Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

**a.** Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein; or

**b.** Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by CJC to monitor implementation of the Project, the use of the Grant Funds or the performance by Grantee is untrue in any material respect when made.

**9. Remedies upon Default.** If Grantee's default is not cured within 30 calendar days of written notice thereof to Grantee from CJC or such longer period as CJC may authorize in its sole discretion, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement as provided in Section 10.a.ii, suspension of further disbursements of Grant

Funds, recovery of Grant Funds as provided in Section 4.c, and declaration of ineligibility for the receipt of future awards from CJC.

## **10. Termination**

**a. Termination by CJC.** CJC may terminate this Agreement upon thirty (30) days advance written notice of termination to Grantee. In addition, CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

- i.** Grantee fails to implement the Project during the Project Period or commencement or continuation of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
- ii.** Grantee is in default under this Agreement and has failed to cure the default within the time period specified in Section 9; or
- iii.** Grantee takes an action without the approval of CJC that, under the provisions of this Agreement, requires the approval of CJC; or
- iv.** CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement; or
- v.** Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- vi.** The Project would not produce results commensurate with the further expenditure of funds.

**b. Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:

- i.** After conferring with CJC, Grantee has determined that the requisite local funding to continue the Project is unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; or
- ii.** Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

**c. Effect of Termination.** Upon termination of this Agreement, CJC may end all further disbursements of Grant Funds; provided, however, that if this Agreement is terminated under Sections 10.a.iv, 10.a.v, 10.a.vi, or 10.b, CJC will disburse Grant Funds to cover Eligible Costs incurred by

Grantee prior to termination that CJC would otherwise be required to reimburse under the terms and conditions of this Agreement had the Agreement not been terminated. Termination of this Agreement shall not affect Grantee's obligations under this Agreement or CJC's right to enforce this Agreement against Grantee in accordance with its terms, with respect to Grant Funds actually received by Grantee or with respect to portions of the Project actually implemented. Specifically, but without limiting the generality of the preceding sentence, Sections 4.c, 6 and 11 shall survive termination of this Agreement.

## 11. GENERAL PROVISIONS

**a. Contribution.** 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 Grantee 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.

With respect to a Third Party Claim for which CJC is jointly liable with Grantee (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 Grantee in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of the Grantee 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 Grantee 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.

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), Grantee 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 Grantee 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 Grantee 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. Grantee'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. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**c. Amendments; budget changes.** This Agreement may be amended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Project Budget in Exhibit A that do not increase the total budget amount. The proposed changes to the Project Budget will be effective without a written Amendment to this Agreement upon written approval by CJC delivered to Grantee as provided in Section 11.g.

**e. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for costs reimbursed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

**f. No Third Party Beneficiaries.** CJC and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Grantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee or any other person pertaining to any matter resulting from the this Agreement.

**g. Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given by a Party to the other Party hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any notice personally delivered shall be deemed to be given when actually delivered. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by registered or certified mail shall be deemed to be given three (3) days after mailing. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other Party is expressly acknowledged in writing by the receiving party.

**g. Work Product.** To the extent it has the necessary rights, Grantee 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”). Grantee shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC or Grantee grant to the United States a license to any intellectual property created, produced or obtained as part of or in connection with the Project, or if applicable law requires that the CJC or the United States own such intellectual property, then Grantee shall execute such further

documents and instruments as CJC may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or CJC.

**h. Governing Law, Consent to Jurisdiction.**

**i.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

**ii.** Any claim, action, suit or proceeding (collectively, "Claim") between CJC (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon (unless Oregon law requires that it be brought and conducted in another Oregon county). Grantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such form is an inconvenient forum.

**iii.** Notwithstanding Section 11.h.ii above, 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 Section 9.h.iii applies to a Claim brought against CJC or any other agency or department of 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 Section 11.h.iii 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.

**i. Compliance with Law.** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and the federal laws, rules and regulations described in Exhibit D, as applicable. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**j. Insurance; Workers' Compensation.** All employers, including Grantee, 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. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements.

**k. Independent Contractor.** Grantee shall implement the Project as an independent contractor and not as an agent or employee of CJC. Grantee 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 Grantee implements the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of implementing the Project. Grantee

acknowledges and agrees that Grantee 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.

**l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

**m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

**n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

Grantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**Approved by Grantee**

---

Signature of Grantee

Date

---

Name/Title

---

Federal Tax ID Number

---

State Tax ID Number

**Approved by Criminal Justice Commission**

---

Michael Schmidt, Executive Director

Date

**Approved for Legal Sufficiency**

Approved for Legal Sufficiency by AAG David Elott by email dated [Click here to enter text.](#)

---

David Elott

Date

CJC Contact

CJC Grant Administrator

Tiffany Quintero

885 Summer St. NE

Salem, OR 97301-2524

Tiffany.Quintero@oregon.gov

(503) 378-4078

**Grantee Contact**

[Click here to enter text.](#)

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# EXHIBIT A

## Project Description and Budget

The goal of the Criminal Justice Commission's *Treatment Court Grant Program* is to financially support existing Oregon treatment courts serving adults, juveniles, families and Veterans struggling with substance abuse and co-occurring disorders. The standards applicable to the program are available at <http://www.oregon.gov/cjc/specialtycourts/Documents/Oregon%20Adult%20Drug%20Court%20Standards.pdf> and are incorporated herein by reference.

This Grant Agreement funds the  Treatment Court to address the behavioral health needs of [adults, veterans, juveniles] who are involved with the criminal justice system, with the goal of providing the opportunity to divert them from prison.

Project Start Date:

GRANT #:

GRANTEE PROGRAM CONTACT:

EMAIL:

TELEPHONE:

BUDGET SUMMARY:

Project End Date:

CFDA #:

GRANTEE FISCAL CONTACT:

EMAIL:

TELEPHONE:

	Grant Funds Requested
Personnel Salaries	\$0
Contractual/Consultant Services	\$0
Rent And Utilities	\$0
Supplies	\$0
Travel/Training/Conferences	\$0
Equipment	\$0
Administration	\$0
Evaluation	\$0
Other Expenses	\$0
Total	\$0

## **EXHIBIT B**

### **Project Goals and Objectives**

## EXHIBIT C

### Subagreement Insurance Requirements

Grantee shall require each other party to a 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, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, CERTIFICATES OF INSURANCE, and NOTIFICATION OF CHANGE OR CANCELLATION before the contractor perform under Subagreement, and ii) maintain the insurance in full force throughout the duration of the Subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Grantee shall not authorize a contractor to begin work under a Subagreement until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subagreements permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subagreement as permitted by the Subagreement, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subagreement when the Grantee is aware that the contractor is not in compliance with the insurance requirements.

#### TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Workers' Compensation Insurance as required by applicable workers' compensation laws for persons performing work under a Subagreement including Employers' Liability Insurance with limits not less than \$500,000 each accident.

#### ii. PROFESSIONAL LIABILITY

Required by CJC  Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subagreement, in an amount not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$\_\_\_\_\_. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

#### iii. COMMERCIAL GENERAL LIABILITY.

Required by CJC  Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to CJC. This insurance shall include personal injury liability, products and completed operations and contractual liability coverage for the indemnity provided under the Subagreement. Coverage shall be written on an occurrence form basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$\_\_\_\_\_.

iv. AUTOMOBILE LIABILITY.

Required by CJC    Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, CJC, and their officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the Subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance is on a "claims made" basis and does not include an extended reporting period of at least 24 months, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of 24 months following the later of: (i) the contractor's completion and Grantee's acceptance of all services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement.

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subagreement. The certificate(s) list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that contractor shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance, CJC has the right to request copies of the certificate(s) or insurance policies relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION. The contractor or its insurer must provide at least 30 days' written notice to Grantee and CJC before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW. Grantee agrees to periodic review of insurance requirements by CJC under this agreement and to provide updated requirements as mutually agreed upon by Grantee.

## EXHIBIT D

### Federal Terms and Conditions

- I. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Grantee certifies by accepting grant funds that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 69 and 28 CFR Part 67.)
  
- II. No Supplanting. The Grantee certifies that Federal funds will not be used to supplant State or local funds, but will be used to increase the amount of funds that, in the absence of Federal aid, would be made available for law enforcement activities.
  
- III. Compliance with Applicable Law. The Grantee shall comply with all applicable laws, regulations, and guidelines as written or as amended, of the State of Oregon, the Federal Government and CJC in the performance of this Agreement. Without limiting the generality of the foregoing, Grantee shall comply with all laws, rules and guidelines set forth in the most recent version of the *Grant Management Handbook* published by CJC, including but not limited to:
  - A. The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment Regulations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 54, Title IX Regulations; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
  - B. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
  - C. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
  - D. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.).
  - E. National Environmental Policy Act of 1969, 42 USC 4321 et seq.
  - F. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.

- G. Clean Air Act, 42 USC 7401 et seq.
- H. Clean Water Act, 33 USC 1368 et seq.
- I. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.
- J. Safe Drinking Water Act of 1974, 42 USC 300f et seq.
- K. Endangered Species Act of 1973, 16 USC 1531 et seq.
- L. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.
- M. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
- N. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
- O. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
- P. Indian Self-Determination Act, 25 USC 450f.
- Q. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.
- R. Animal Welfare Act of 1970, 7 USC 2131 et seq.
- S. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
- T. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.
- U. 28 CFR Part 46 and all USDOJ Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

IV. Standard Assurances and Certifications Regarding Lobbying.

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee 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.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

- C. The CJC will 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 subgrantees will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

V. Certification of Non-discrimination.

The Grantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this Agreement on the basis of race, color, age, religion, national origin, disability, or gender. Grantee shall comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3789d); the Victims of Crime Act (42 U.S.C. 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. 5672(b)); Title VI the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. 12131-34); the Education Amendments of 1972 (20 U.S.C. 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. 6101-07); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42, Subparts C, D, E, G, and I, and pt. 54 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Exec. Order No. 13279 (equal protection of the laws for faith-based and community organizations); Exec. Order No. 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).

**In accordance with Federal civil rights laws, the grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.**

In the event that a Federal or State court or administrative agency, such as BOLI, makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability or gender against the Grantee or any of its contractors or subcontractors, the Grantee or any of its contractors or subcontractors will forward a copy of the finding to CJC. CJC will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The addresses for CJC and OCR are as follows:

Oregon Criminal Justice Commission

Office for Civil Rights

885 Summer Street, NE  
Salem, Oregon 97301

Office of Justice Programs  
U.S. Department of Justice  
810 7th Street, NW  
Washington, DC 20531

VI. Systems Requirements.

- A. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the Office of Justice Programs (OJP) requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [http://www.it.ojp.gov.gsp\\_grantcondition](http://www.it.ojp.gov.gsp_grantcondition). Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
- B. Any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, Grantee may be fined as per 42 U.S.C 3789g(c)-(d). Grantee may not satisfy such a fine with federal funds.
- C. Grantee understands and agrees that – (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
- D. To avoid duplicating existing networks or information technology systems in any initiatives funded by OJP, Bureau of Justice Assistance (BJA) for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed information technology system.

VII. Services to Limited-English-Proficient (LEP) Persons.

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, the CJC and grantees are

required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice has issued guidance for grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

- VIII. Equal Employment Opportunity Plan (EEOP). The grantee will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR) and the DJCS, if it has received a single award of \$500,000 or more. If the grantee receives \$25,000 or more and has 50 or more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For public grantee agencies receiving less than \$25,000, or public grantee agencies with fewer than 50 employees, regardless of the amount of the award, the grantee will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. EEOP Certification Forms are available at: <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>:

If required to formulate an EEOP, the Grantee must maintain a current copy on file which meets the applicable requirements. **The grantee must complete the EEOP certification and submit the Certification or the EEOP document (as applicable) within 60 days of contract execution.**

- IX. National Environmental Policy Act (NEPA); Special Condition for U.S. Department of Justice Grant Programs.

A. Prior to obligating grant funds, Grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Grantee, a contractor, subcontractor or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

1. new construction;
2. minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain;
3. a renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
4. implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b)

traditionally used, for example, in office, household, recreational, or educational environments.

B. Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the Grantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Grantee, upon specific request from the Bureau of Justice Assistance, agrees to cooperate with the Bureau of Justice Assistance in any preparation by the Bureau of Justice Assistance of a national or program environmental assessment of that funded program or activity.

X.. Certification Regarding Drug Free Workplace Requirements. Grantee certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The Grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Requiring that each employee engaged in the performance of the grant be given a copy of the employer's statement required by paragraph (1).

D. Notifying the employee that, as a condition of employment under the award, the employee will:

1. Abide by the terms of the statement; and
2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.

E. Notifying the Grantee within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace.

XI. No Text Messaging While Driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," Grantee is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Agreement and to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers.

## EXHIBIT E

### Federal Award and Subaward Information Information required by 2 CFR § 200.331(a)(1)\*

Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): \_\_\_\_\_
2. Subrecipient's unique entity identifier (e.g. DUNS number): \_\_\_\_\_
3. Federal Award Identification Number (FAIN): \_\_\_\_\_
4. Federal Award Date: \_\_\_\_\_
5. Sub-award Period of Performance Start and End Date: From \_\_\_\_\_ to \_\_\_\_\_
6. Total Amount of Federal Funds Obligated by this Agreement: \$\_\_\_\_\_
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement\*\*: \$\_\_\_\_\_
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$\_\_\_\_\_
9. Federal award project description: \_\_\_\_\_
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
  - (a) Name of Federal awarding agency: \_\_\_\_\_
  - (b) Name of pass-through entity: State of Oregon acting by and through its Criminal Justice Commission
  - (c) Contact information for awarding official of the pass-through entity: \_\_\_\_\_
11. CFDA Number and Name: \_\_\_\_\_  
Amount: \$\_\_\_\_\_
12. Is Award Research and Development?  Yes  No
13. Indirect cost rate for the Federal award: \_\_\_\_\_%

\*For the purposes of this Exhibit, the term "Subrecipient" refers to Grantee, and the term "pass-through entity" refers to CJC.

\*\*The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year.