Deschutes County Health Services
GRANT APPLICATION REQUEST

<table>
<thead>
<tr>
<th>Official Grant Title:</th>
<th>Specialty Court Grant Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source of Grant Funds:</td>
<td>Criminal Justice Commission</td>
</tr>
<tr>
<td>Funding Amount (include amount per year if multiple years):</td>
<td>Pending Budget Review by Family Drug Court Committee. Last Contract we were awarded $370,111 for 2 years.</td>
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<tr>
<td>Required Matching Funds (if applicable):</td>
<td>$0</td>
</tr>
<tr>
<td>Application Due Date and Submission Method:</td>
<td>May 15, 2015, electronic submission</td>
</tr>
<tr>
<td>FTE Required and Cost of FTE:</td>
<td>.25 FTE, for Grant Administrator/Contract Specialist, cost covered by grant.</td>
</tr>
<tr>
<td>Staff Responsible:</td>
<td>Nancy Mooney</td>
</tr>
<tr>
<td>Grant Administrator (if awarded):</td>
<td>Nancy Mooney</td>
</tr>
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</table>

Please answer the following questions:

1. What priorities in the Health Services Strategic Plan would this grant activity support? Provide data to describe a documented health need that would be addressed and that is consistent with the Strategic Plan.

   Unknown.

2. Would this support core program activities and, if so, which one(s)? Are additional funds needed to support these activities?

   No additional funds are needed to support the activities.

3. Does this funding add new program activities? If so, what are the activities? Is it appropriate to add these new activities at this time?

   Funding does not add program activities. Deschutes County will be the Fiscal Intermediary and Administrator but is not delivering services.

4. Is there a science base to support delivering the activities and services listed? Please describe that science base.

   The Specialty Court 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.

5. How long would the funding be available? If the funding is for less than three years, what is the plan to transition the work, staffing and expenses after the funding ends?

   Deschutes County Health Services has been participating in this grant for the Deschutes County Family Drug Court since 2006. This Grant funding will be for Fiscal Year 2015-2016.

Rev. 2/24/2015
6. What is the application deadline? Do you anticipate any problems meeting this deadline?

May 15, 2015.

7. Do you have the staffing to write a competitive proposal? If not, how will you contract for these services?

The Contract Specialist writes the subcontracts and requests for proposals.

8. Are there any matching requirements?

None.

9. What other partner organizations could potentially be applying? What is the plan to work with them?

I don’t anticipate that another unit of local government will be applying on behalf of Deschutes County.

10. What are the potential political issues that could arise as a result of this application, funding, and/or activity?

Unknown.

11. What is the fiscal impact to the department if we are awarded this grant?

None. The department submits reimbursement requests on behalf of subcontractors and then pays the subcontractors once funds are received.

Jane [Signature] 6/12/15

Date

Director to Attend Board Meeting? □ Yes ☑No

(check one)

Contract Specialist Review:

Board Meeting Date: ___________

Time: ________________

Grant Application Number: 15-001

Rev. 2/24/2015
FY 2015-17 COMPETITIVE GRANT PROGRAMS
REQUEST for GRANT PROPOSALS (RFPG)

APPLICATION INSTRUCTIONS AND REQUIREMENTS

OREGON CRIMINAL JUSTICE COMMISSION

SPECIALTY COURT GRANT PROGRAM

CRIMINAL JUSTICE COMMISSION
885 Summer St NE
Salem, OR 97301

ELECTRONIC APPLICATION DUE DATE:
Friday, May 15, 2015 by 11:59 pm
I. Overview

In 2005, the Criminal Justice Commission (CJC) was tasked with administering a $2.5 million competitive drug court program for Oregon drug courts. Combining state and federal funds enabled the CJC to expand to a total of 20 state drug courts in 2009. In 2010, the CJC allocated $10 million in American Recovery and Reinvestment Act (ARRA) grant funds to the existing drug court program and expanded the population to include substance abusing repeat property offenders. In 2013, the Oregon legislature appropriated an additional $8.9 million of state general fund to backfill the loss of the ARRA grant funds that were ending in order to maintain Oregon’s drug court program at the existing service level.

During the 2013-15 biennium, the CJC awarded $12.7 million in state and federal grant funds to 34 specialty courts. Specialty courts include Adult and Juvenile drug, Family, Veterans and Mental Health courts. Specialty courts focus on addressing the root causes of crime, working with participants, primarily offenders to offer treatment and solve underlying problems that lead to criminal activity. To monitor fidelity to best practice, the CJC has developed a peer review process to assist in the alignment of Oregon’s specialty court programs with national best practice standards. In addition, this process is intended to create a learning community among Oregon’s specialty court teams and provide information to the CJC about areas of needed technical assistance and training.

In 2013, the Oregon Joint Committee on Public Safety\(^1\) enrolled House Bill 3194\(^2\) which established Justice Reinvestment in Oregon. In H.B. 3194 §99, 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 specialty court specific trainings and the support of program or evidence-based practice implementation. Further, the CJC was required to develop evidence-based standards for specialty courts designed to reduce recidivism and target high to medium risk offenders. The draft standards\(^3\) describe best practices associated with a successful specialty court program and are in line with the standards\(^4\) published by the National Association of Drug Court Professionals (NADCP).

The Specialty Court 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.

II. Availability and Duration of Funding

The CJC intends to use state general fund, other state funds and, if necessary, federal fund sources to financially support the Specialty Court Grant Program. Funds are expected to be available July 1, 2015 for the Specialty Court Grant.


Program. The exact funding amount is not known at this time and is contingent upon the 2015 legislative approved budget. This is a one-time solicitation, offering support for a maximum period of 24 months.

III. Grant Program Goals

The goals of the Specialty Court Grant Program are to financially support established Oregon specialty courts serving adults, juveniles and families. Specialty courts have been shown to be a cost-effective way to increase engagement and completion of chemical dependency treatment, reduce criminal recidivism, reduce alcohol and drug use, and impact many other public systems.

IV. Eligible Applicants

Applicants eligible under the Specialty Court Grant Program solicitation include:

- Counties and other units of local government, non-profits or judicial districts with existing specialty court programs (i.e. Adult Drug, Family and Dependency, Mental Health, Veterans and Juvenile Drug Courts). In addition, the primary applicant 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 specialty court team, consisting of at least the specialty court judge, trial court administrator, district attorney, public defender, local law enforcement, community corrections agency (or juvenile department), and treatment provider demonstrating their support for the project.

- Applications may be submitted for multi-county regions if appropriate. If a regional approach is taken, one county must serve as the main applicant for purposes of administering the grant agreement with CJC.

- Although more than one agency / organization will be involved in the implementation 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 with 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 May 15, 2015. See “How to Apply” on page 5 for details.
VI. Contact Information

For technical assistance with submitting an application, contact Tiffany Quintero at the CJC at (503) 378-4078, or via email to tiffany.quintero@oregon.gov.

Posting Date: April 14, 2015
Due Date: May 15, 2015

VII. Funding Priorities

CJC grant funding is targeted for programs that are based on the defining characteristics of a specialty court, including:

- Serve a population that meet specific criteria within the criminal justice system;
- Facilitate ongoing judicial interaction;
- Collaboration among treatment, supervision, judicial, attorneys and other parties in the implementation of best practice for that specific population;
- Collaboration among treatment, supervision, judicial, attorneys and other parties in monitoring the individual’s participation in treatment and/or supervision;
- Monitor program participants by collecting and submitting data on a regular basis including demographic, case management and post-discharge data using the Oregon Treatment Court Management System (OTCMS) or any other data management system approved by the CJC and Oregon Judicial Department.

VIII. How to Apply

1. Applicants should anticipate that if they fail to submit an application that contains all of the specified elements, it may negatively affect the review of their application; and, should a decision be made to make an award, it may result in the inclusion of special conditions that preclude the recipient from accessing or using award funds pending satisfaction of the conditions. Applicants should anticipate that applications that are determined to be nonresponsive to the scope of the solicitation will not receive further consideration.

2. Applicants should submit an application that contains all of the specified elements to cjgrants@oregon.gov. Late applications will not be accepted.

➢ Note: There is no need to mail an original or hard copies of your application to the CJC. All copies for the Grant Review Committee will be made in-house. You simply need to submit your application electronically at cjgrants@oregon.gov.

3. Upon initial screening of your grant application, if the CJC Grants staff determines there are some necessary modifications to be made to the application before it can be moved forward, you will receive an email notice asking for revisions to be made within a specified timeframe.

➢ Note: Requests for modifications will be rare as the CJC maintains that part of the competitive process is a quality application and effective grant preparation.
Estimated Grant Application Timetable

<table>
<thead>
<tr>
<th>Day</th>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>Tuesday</td>
<td>April 14, 2015</td>
<td>Request for Grant Proposals (RFGP) opens.</td>
</tr>
<tr>
<td>Friday</td>
<td>May 15, 2015</td>
<td>RFGP Closes. Electronic submissions must be received by 11:59 PM.</td>
</tr>
<tr>
<td>Thursday</td>
<td>July 2, 2015</td>
<td>Intent to Award Notices sent to Grantees</td>
</tr>
<tr>
<td>Thursday</td>
<td>July 9, 2015</td>
<td>End of 7 day protest period</td>
</tr>
<tr>
<td>Friday</td>
<td>July 24, 2015</td>
<td>Award Letters/Grant Award Agreements</td>
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IX. Application Contents

The CJC has designated the following application elements as critical: Cover Sheet, Program Narrative, Budget Worksheet and Budget Narrative. Application narratives must be completed in 12 point font and double spaced.

Eligible substance abuse treatment providers must hold a current, non-provisional license/letter of approval issued by the Oregon Health Authority, Addiction and Mental Health Services. 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. See Appendix C for the form.

Applicants with multiple treatment court types (Adult criminal, Juvenile, Family, Mental Health, Veterans, etc.) must submit separate applications for each specific court type.

1. Cover Sheet - 5 points Total
Identifying information must be provided on the cover sheet section of the application. The required cover sheet can be found in Appendix B.

2. Program Narrative - 50 Points Total (10 page maximum) — must address items (a) through (d) below:

   a. Program Description - 30 Points
   Describe the proposed program to be paid in full, or in part, by the grant. The description should be presented in a way that helps stakeholders such as board members, administrators, staff, evaluators, funding agencies, advocacy groups, citizens, and elected officials to understand and communicate about the program.

   i) Describe the specific specialty court model underpinnings. Example models include but are not limited to: the Ten Key Components, the Essential Elements, the 16 Strategies, etc.

   ii) Describe the target population for your program and how this serves the goals for your local criminal justice system. Program goals must be consistent with the goals and funding priorities of the CJC Specialty Court Grant Program.

   iii) Describe the process for identifying eligible participants according to established program criteria,
iv) Describe the process for assessing risk and needs for the target population. Adult offenders with a felony conviction participating in a specialty court must be assessed for risk to recidivate. Applicants serving adult felony offenders must use the Public Safety Checklist for Oregon (PSC) and an additional validated, standardized assessment instrument such as the Level of Service Case Management Inventory (LS/CMI). Other standardized and objective risk/need assessment tools include (COMPAS, PCL-R, Wisconsin Risk, Y-LS/CMI, YASI, OYA-RNA, etc.)

The PSC can be accessed at: https://risktool.ocij.state.or.us/psc/.

➢ Note: The ASAM Criteria guide programs in how to place participants in the appropriate type and intensity of treatment, but does not include assessment for level of risk to reoffend. As such, it is not a substitute for the above mentioned risk assessment process. Any program serving individuals with substance use disorders must conduct an assessment that meets ASAM criteria.

v) If applicable, describe how the program ensures that Low Risk/High need offenders are not mixed with High and Medium risk offenders. If the program chooses to serve Low Risk/High Need offenders, then the applicant must describe how services for Low Risk/High Need offenders will differ from High and Medium risk offenders.

vi) Describe all evidenced based practices, services and curricula that will be delivered as part of the specific specialty court program.

vii) Describe overall program capacity including clinical, case management and supervision case load capacity. Provide a table summarizing annual participant data for the past 24 months. The table, at the very least, should include: 1) the number of participants served annually; 2) the number of participants that successfully completed the program and 3) the number of participants who were unsuccessful and the reason why (termination, revocation, abscond, etc).

viii) Briefly outline the program structure detailing phases, requirements for phase transition and minimum expectations for program completion.

ix) Program evaluation efforts (including CJC peer review). Changes to the specialty court program resulting from evaluation feedback.

b. Demonstrate need to sustain the specialty court program - 10 Points

i. Applicants must substantiate the need for the proposed program with local quantitative data substantiating the need to sustain the specific specialty court program.

ii. Applicants may submit qualitative information (such as that from interviews of clients or other key informants on barriers to obtaining needed services) to explain and enrich quantitative data (such as numbers and characteristics of individuals needing versus receiving specific services) that substantiate the need for the proposed program. However, qualitative data should not be the sole justification for the proposal.
c. Evidence of Collaboration in Planning and Implementation - 5 Points

i. Effective collaboration includes representation and participation by a broad cross section of the service provision community. Describe the existing partnerships in addressing participant needs in the context of the specific specialty court program. Please include what sectors are represented (such as non-profits, faith-based, business, health care, education, employment, etc.) and how collaboration and communication will be ensured.

ii. Please discuss any collaborations/partnerships that will be needed in order to implement the program described above. Indicate the roles and responsibilities of each organization, and how coordination of services will be handled. Identify contractual agreements that are currently in place or are proposed.

iii. Applicants are also expected to implement their proposed program in a collaborative context, and must attach a Memorandum of Understanding as an appendix that clearly states the specific roles and responsibilities of each entity involved.

iv. Applicants must receive letters of support from the Local Public Safety Coordinating Council (LPSCC) and Local Alcohol and Drug Planning Council (LADPC) and include these as appendices to the application. If there are scheduling issues in obtaining a letter from either body prior to the application deadline, please contact the CJC to discuss an extension for this requirement.

d. Evidence of Staff Competency - 5 Points

The professional preparation and experience of identified or planned staff must be described in relation to the knowledge and skills needed to work with the specific population being served by the specialty court. Applicants proposing to use evidence-based practices must describe the preparation and experience of staff specific to those practices.

For Example:
All substance use disorder treatment services must be delivered by Certified Alcohol and Drug Counselors (CADC) or other licensed staff with specialized training in substance use treatment.

➤ Note: Copies of staff certifications/license must be submitted at time of application.

3. Plan for Ensuring Program Fidelity - 20 Points Total (2 page maximum)

i. Applicants must demonstrate a mechanism for maintaining program fidelity (adherence) to their selected evidence-based practices, in terms of whether the specific administrative, staffing, training, and service delivery (core components and dosage) requirements are being met.

Two resources for reference are:

www.ndci.org
http://npcresearch.com/projects_0081.php

ii. Describe the collaboration among team members directed at monitoring an individual’s participation in treatment, supervision or other agreed upon interventions associated with positive outcomes for the specific population being served.

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iii. Describe the quality assurance system involved in the implementation and monitoring of evidence-based best practices associated with positive outcomes for the specific population served.

4. Budget Worksheet (Excel spreadsheet) and Budget Narrative - 25 Points Total (1 page maximum)

CJC requests applicants prepare a budget based on the full 2 year biennium cycle, July 1, 2015 to June 30th, 2017. Both a detailed budget worksheet (preferably in Excel) and a 1 page budget narrative over view are required.

To establish a baseline budget for your proposal use the following rate structure. For adult and juvenile drug court programs, CJC will pay:

- DRUG COURT - $12.00 per day per High and Medium Risk participant;
- DRUG COURT - $7.00 per day per Low Risk/High Need participant;
- MENTAL HEALTH and FAMILY COURTS - $16.00 per day per participant;
- VETERANS COURT $7.00 per day per participant.

Applicants should build their proposed budget on these rates and the projected number of participants to be served.

For Example:
The equation for an Adult Drug Court serving High and Medium risk participants and projects to serve a total of 100 participants for 24 months at $12.00 per day is:

Number to be served (100) X fixed rate ($12.00) X number of days (730) = Award amount requested ($876,000.00).

The budget should clearly show a breakdown of costs into the following categories: personnel, fringe, contractual/consultant services, supplies, travel/training, equipment, rent/utilities, evaluation and administrative.

- CJC is requesting that applicants give a clear picture of the Total Operating Budget for their court, not just the expenses you are requesting the grant to cover. Courts are not assured of being 100% funded through the CJC Specialty Court Grant award and the CJC would like a better understanding of the total operating budget including Other Support.

  ➢ Note: Applicants must provide documentation of their most recently ended fiscal year to reflect total operating costs of the existing specialty court.

- If the applicant will be subcontracting with a contractor/consultant for services, the applicant must provide a detailed spreadsheet of proposed expenses for the following categories: personnel, fringe, contractual/consultant services, supplies, travel/training, equipment, rent/utilities, evaluation, administrative and other expenses.

- Applicants wanting to operate multiple courts of different types through this solicitation, (i.e. a Mental Health court and an Adult drug court), must submit a distinct grant application for each court type. Each application should show the appropriate allocation to the relevant cost category. CJC will no longer allow a staff person to be paid only out of one grant award when they serve more than one court. Their time should be allocated to each grant appropriately.
X. Application Review and Award Decisions

Review Process
CJC will carry out a preliminary review of all applications received electronically by 11:59 p.m. on May 15, 2015. Each application will initially be examined for responsiveness to the guidelines provided in this RFP 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 CJC staff and 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:

- **5 points** – Cover Sheet
- **50 points** – Program Narrative
  - **30 points** - Program Description
  - **10 points** - Demonstration of Need for the Program
  - **5 points** - Evidence of Collaboration in Planning and Implementation
  - **5 points** - Evidence of Staff Competency
- **20 points** – Plan for Ensuring Program Fidelity
- **25 points** – Budget Worksheet and Budget Narrative

Award Decisions; Protests
Awards. Following the Advisory Review Panel’s work, the grant award recommendations will be forwarded to the Criminal Justice Commission Members for awarding decision and approval. The Commission members may consider other factors besides score (such as geographical distribution) in determining final funding allocations. CJC will issue Intent to Award Notices, Award Notification Letters and Grant Award Agreements as provided in the proposed schedule in Section VIII. How to Apply.

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

XI. Award Conditions

Grantees of the Specialty Court Grant Program must agree to the following 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 Agency, then Agency reserves the right to cancel the award with the Applicant.

The successful Applicant(s) must provide all required proofs of insurance within fourteen (14) calendar days of receipt of Award Letter and/or Grant Award Agreement. Failure to provide the required documents within the fourteen (14) calendar day period may result in Application rejection. 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

CIC will monitor whether grantees are operating their programs as described in their approved applications, working toward their program goals and outcome objectives as described in their approved applications or as modified in collaboration with CIC, and following appropriate fiscal procedures.

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

Progress Reports and Due Dates
Progress Reports will be required quarterly through the link provided by the CJC Grant Coordinator. 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 the Specialty Court Grant Program, and to provide information to such entities as the Governor’s Office and the Legislature. Your grant agreement will outline the exact dates Progress Reports are due.

Requests for Reimbursement and Due Dates
Grantees will submit Requests for Reimbursements (RFR) on a quarterly basis to cjcgrants@oregon.gov. The RFR form will be provided by the Grant Coordinator. Reimbursements will be made to grantees only for goods or services identified in the approved application budget, and only for actual expenses incurred during the grant period. Your grant award agreement will address the exact dates an RFR is due.

Reimbursement Documentation
In an effort to streamline the RFR process, we will require summary level information in the form of a backup spreadsheet attached to the RFR. Allowable expenses within the budget categories must be included in the spreadsheet.

All documented expenses (timesheets, invoices, travel charges) need to be kept and available for future audit whether they are submitted to CJC for review or not submitted.

Reimbursements will be made to grantees no more than quarterly unless otherwise determined by the CJC.

Peer Reviews
The CJC has developed a peer review process to assist in the alignment of Oregon treatment court programs with Oregon’s Specialty Court Standards and national best practices. All programs awarded grant funding from CJC will be expected to participate in the peer review process, when available to 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 become operational within 90 days of the effective date of the grant contract, with failure to provide reasons for the delay and the steps taken to initiate the program. An extension to 90 days may be allowed only under unusual circumstances.
- Failure of the program to comply substantially with the requirements or statutory objectives of the Specialty court 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.

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• 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 Opportunity, including but without limitation, the right to:
• Amend or cancel this Opportunity 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 Opportunity;
• Engage other grantees or contractors by selection or procurement independent of this Opportunity process and/or any contracts/agreements under it;
• 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 Opportunity 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. For agreements with non-profit corporations, the main difference would be that the contribution clause would be inapplicable and the indemnity and insurance clauses would apply to the non-profit.

CRIMINAL JUSTICE COMMISSION
SPECIALTY 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 hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.”

1. Effective Date; Availability of Grant Funds. 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. Grant Funds under this Agreement are available for eligible costs incurred beginning on the Project Start Date and ending on the Project End Date provided in Exhibit A. CJC’s obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

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: Project Description and Budget
   Exhibit B: Grant Application
   Exhibit C: Subcontractor Insurance

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: this Agreement without Exhibits; Exhibit A; Exhibit C; Exhibit B.

3. Grant Funds. In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed in Grant Funds for eligible costs described in Section 6 hereof.

4. Project. The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by CJC by amendment pursuant to Section 11.d hereof.

5. Reports. Grantee shall submit the reports required by this section.

   a. Progress Reports. Grantee shall submit a report each quarter on its progress in meeting each of it’s agreed upon goals and objectives and comprehensive evaluation plan. Progress reports must include data on performance measures. Reports must be received by CJC no later than and . Grantee must receive prior approval from CJC to extend a progress report
requirement past its due date. CJC may adjust this reporting schedule on an as-needed-basis upon notice to Grantee as provided in Section 11.g.

b. Financial Reimbursement Reports.
   i. In order to receive reimbursement, Grantee shall submit to CJC Requests for Reimbursement (RFR) that include supporting documentation for all grant expenditures. CJC must receive RFRs no later than [Click here to enter text.]. Reimbursements for expenses will be withheld if Progress Reports have not timely been submitted or are incomplete. Grantee must receive prior approval from CJC to extend an RFR past its due date.

   ii. 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]. 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.

   iii. When requesting reimbursement for equipment costing over $5,000, the Grantee agrees to provide a description of the equipment, purchase price, date of purchase, and identifying numbers if any.

   iv. Reimbursements will be made only for actual expenses incurred during the grant period. The Grantee agrees that no grant funds may be used for expenses incurred before the Project Start Date or after the Project End Date.

6. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. CJC shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by CJC within 30 days of CJC’s approval of a RFR. Eligible costs are the reasonable and necessary costs incurred by Grantee, or under a sub agreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by CJC, either by this Agreement or by exclusion as a result of financial review or audit.

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 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
iv. Grantee has provided to CJC a RFR in accordance with Section 5.b.i. hereof. Grantee must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Project End Date. Failure to submit the final request for reimbursement within 60 days after the Project End Date could result in non-payment.

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 termination or expiration of this Agreement ("Unexpended Funds") must be returned to CJC. 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 expiration or termination of this Agreement.

7. 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 Articles of Incorporation or Bylaws, if applicable, (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.

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.

8. 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 and state minimum standards for audits of municipal corporations. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements. CJC, the Secretary of State of the State of Oregon (Secretary) 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 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 and the Secretary 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.

9. **Grantee Sub agreements and Procurements**

a. **Sub agreements.** Grantee may enter into agreements with sub grantees, contractors or subcontractors (collectively, “sub agreements”) for performance of the Project.

   i. All sub agreements 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 sub agreement(s). Use of a sub agreement does not relieve Grantee of its responsibilities under this Agreement.

   ii. Grantee agrees to provide CJC with a copy of any signed sub agreement upon request by CJC. Any substantial breach of a term or condition of a sub agreement relating to funds covered by this Agreement must be reported by Grantee to CJC within ten (10) days of its being discovered.

b. **Sub agreement indemnity; insurance.**

Grantee’s sub agreement(s) shall require the other party to such sub agreements(s) 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 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 Grantee’s sub agreement or any of such party’s officers, agents, employees or subcontractors (“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 Grantee’s sub agreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Grantee’s sub grantee(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Grantee’s sub grantee(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of the State or any 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 Grantee’s sub grantee is prohibited from defending State or that Grantee’s sub grantee 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 Grantee’s sub grantee if State elects to assume its own defense.

Grantee shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 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.

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 program and what is being contracted for, an explanation of why it is necessary to contract 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. Interagency 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 contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft 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 of such procurement. Any request for exemption must be submitted in writing to CJC.

10. Termination

a. Termination by CJC. 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 perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or

ii. 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 for performance of this Agreement; or

iii. 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

iv. The Project would not produce results commensurate with the further expenditure of funds; or

v. Grantee takes any action pertaining to this Agreement without the approval of CJC and which under the provisions of this Agreement would have required the approval of CJC.

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. The requisite local funding to continue the Project becomes unavailable to Grantee or Grantee is unable to continue implementation of the Program 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.

iii. Upon termination of this Agreement under this subsection b, CJC may end all further disbursements of grant funds upon receipt of Grantee’s termination notice but Grantee shall not be required to repay to CJC any grant funds previously disbursed to and expended by Grantee in accordance with the terms and conditions of this Agreement.

c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days’ notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms 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 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 liability 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. Reserved.

d. Amendments; budget changes. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Budget in Exhibit A that do not increase the total budget amount. The proposed changes to the 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 the same work performed 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, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given 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 communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or 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 communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. 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.

h. **Governing Law, Consent to Jurisdiction.** 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. Any claim, action, suit or proceeding (collectively, “Claim”) between State (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. 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.

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 as described in Exhibit D. 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 subgrantee(s), contractor(s), and subcontractor(s) complies with these requirements.

k. **Independent Contractor.** Grantee shall perform 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 performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing 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 Keith L. Kutler by email dated Click here to enter text.

Keith L. Kutler

Date

CJC Grant Administrator

Click here to enter text.

885 Summer St. NE

Salem, OR 97301-2524

Click here to enter text.

Grantee Contact

Click here to enter text.
EXHIBIT A

Project Description and Budget

The goal of the Criminal Justice Commission’s Specialty Courts Grant Program is to financially support existing Oregon specialty courts serving criminal justice involved adults, juveniles, families and veterans struggling with substance use, mental health and co-occurring disorders.

This grant award agreement funds the [Click here to enter text.]

Project Start Date: [Click here to enter text.]
GRANT #: [Click here to enter text.]
PROGRAM CONTACT: [Click here to enter text.]
EMAIL: [Click here to enter text.]
TELEPHONE: [Click here to enter text.]

Project End Date: [Click here to enter text.]
CFDA #: N/A for state funds
FISCAL CONTACT: [Click here to enter text.]
EMAIL: [Click here to enter text.]
TELEPHONE: [Click here to enter text.]

BUDGET SUMMARY:

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EXHIBIT B
Grant Application

Grantee’s Grant Application is maintained by CJC in a separate physical document and is incorporated in this Exhibit B by reference.
EXHIBIT C
Sub agreement Insurance Requirements

Grantee shall require its first tier contractor(s) that are not units 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, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Grantee and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. 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 contractors to begin work under the Subcontracts 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 Subcontracts 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 Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than $500,000 must be included.

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 Subcontract, with limits not less than the following, as determined by CJC:

☒ $2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

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 coverage's that are satisfactory to CJC. This insurance shall include personal injury liability,
products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by CJC:

Bodily Injury, Death and Property Damage:

☑ $1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).
iv. AUTOMOBILE Liability Insurance: Automobile Liability.

☐ Required by CJC ☐ Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by CJC:

Bodily Injury, Death and Property Damage:

☑ $1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include CJC, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, 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 Subcontract, 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 Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and CJC may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If CJC approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

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 Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

The grantee shall immediately notify the CJC of any change in insurance coverage.
APPENDIX B (EXAMPLE)

COVER SHEET

Primary Contact Person/Title: Click here to enter text.

Email: Click here to enter text.

State EIN: Click here to enter text. FEIN: Click here to enter text. DUNS: Click here to enter text.

Address: Click here to enter text.

City: Click here to enter text. Zip: Click here to enter text.

Phone Number: Click here to enter text. Fax Number: Click here to enter text.

Legal Name of Organization for Payment: Click here to enter text.

Payment Remittance Address: Click here to enter text.

City: Click here to enter text. Zip: Click here to enter text.

☐ ACH Payment Processing Requested

$ Click here to enter text.

Total Amount Requested: $ Click here to enter text.

Year 1 Requested Budget: $ Click here to enter text.

Year 2 Requested Budget: $ Click here to enter text.

☐ Court has been Peer Reviewed by the Criminal Justice Commission.
APPENDIX C

RACIAL AND FISCAL IMPACT STATEMENT FORM

This form is used for informational purposes only and must be included with the grant application.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1. ☐ The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons. Indicate all that apply:
   - Women
   - Persons with Disabilities
   - African-Americans
   - Hispanics
   - Asians or Pacific Islanders
   - American Indians
   - Alaskan Natives

2. ☐ The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons. Indicate all that apply:
   - Women
   - Persons with Disabilities
   - African-Americans
   - Hispanics
   - Asians or Pacific Islanders
   - American Indians
   - Alaskan Natives

3. ☐ The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this ______ day of __________________________, 20__, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

_________________________________________
Signature

_________________________________________
Printed Name:

_________________________________________
Title:

---

5 “Minority persons” are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.