

**FY 2009 COMPETITIVE GRANT PROGRAMS  
REQUEST for GRANT PROPOSALS**

**APPLICATION INSTRUCTIONS AND REQUIREMENTS**

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**OREGON CRIMINAL JUSTICE  
COMMISSION**

**MEASURE 57 INTENSIVE DRUG COURT  
GRANT PROGRAM**

**CRIMINAL JUSTICE COMMISSION  
885 Summer St NE  
Salem, OR 97301**

**APPLICATION DUE DATE:  
November 19, 2009**

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# **Measure 57 Drug Court Grant Program**

## **I. State Administering Agency**

The purpose of the Criminal Justice Commission (CJC or Commission) is to improve the efficiency and effectiveness of state and local criminal justice systems by providing a centralized and impartial forum for statewide policy development and planning. The Commission is charged with developing a long-range public safety plan for Oregon, which includes recommendations on the capacity and use of state prisons and local jails, implementation of community corrections programs and methods to reduce future criminal conduct. In addition, the Commission has a role in funding and evaluating Oregon's drug courts. The Commission also conducts research, develops impact estimates of crime-related legislation, acts as a statistical and data clearinghouse, administers Oregon's felony sentencing guidelines and provides staff to the advisory committees regarding asset forfeiture and racial profiling.

The Commission administers several state and federal grant programs, including the Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds are appropriated under the 1988 Anti-Drug Abuse Act (Public Law 100-690), and are administered to states by the US Department of Justice, Bureau of Justice Assistance (DOJ/BJA) (3).

## **II. Introduction**

In November 2008, Oregon voters passed Measure 57, a citizen initiative that increased prison sentences for non-violent property and drug offenders. While it was suspended by the Legislature due to costs during a budget crisis, it demonstrated a voter mandate to address property crime.

## **III. Availability and Duration of Funding**

Approximately \$11 million for the Measure 57 Intensive Drug Court Grant Program will be distributed during from October 1, 2009 to March 31, 2013. The first year grant period is expected to begin approximately on October 1, 2009.

## **IV. Program Purpose**

The purpose of the Measure 57 Intensive Drug Court Grant Program (Program or Measure 57 Program) is to provide funding to new or existing adult drug court programs in order to make available mandated post-adjudication intensive drug court services to high risk drug dependent offenders who are convicted of or are currently on felony supervision for a crime listed in Appendix L. Please note that proposals submitted by Mental Health, Juvenile, Family, Family Dependency, and Co-Occurring Courts must encompass the rationale, purpose, and goals of this Program while addressing its comprehensive requirements. DUII Courts are not eligible for funding.

See the CJC website for example flow charts of post-adjudication models (new conviction and probation violation) in which assessment is conducted prior to conviction and program entry. The requirements of this Program will be involuntary and made a condition of supervision. The Court order must also outline the consequences for failure to comply with Program requirements.

The intent of the American Recovery and Reinvestment Act (ARRA or Recovery Act) is to preserve and create jobs and promote economic recovery; to assist those most impacted by the recession; to provide investments needed to increase economic efficiency by spurring technological advances in science and health; to invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize State and local government budgets in order to minimize and avoid reductions in essential services and counter-productive State and local tax increases.

With its emphasis on accountability, the Recovery Act carries new transparency requirements to be tracked at [www.recovery.gov](http://www.recovery.gov). Detailed information on Recovery Act grants and contracts will be available via the website.

## V. Eligible Applicants and Mandatory Criteria

Applicants eligible under the Measure 57 Intensive Drug Court Grant Program are Adult Community Corrections Agencies.

- ✓ Applications must be **completed by an entire drug court team** consisting of at least the judge (Presiding or drug court assigned), trial court administrator, district attorney, public defender, sheriff, and a treatment provider. All of these persons are required to demonstrate support for the project by signing off on the application.
- ✓ **Applications can be for multi-county regions, if appropriate.**
- ✓ Applicants may not use Program funding to supplant existing resources. For a description of supplanting see Part II, Chapter 3, of the OJP Financial Guide<sup>1</sup>.
- ✓ Each substance abuse treatment provider **must hold a current, non-provisional license/letter of approval issued by the Department of Human Services, Addiction and Mental Health Division.** A copy of this license/letter must be provided as part of the application.
- ✓ Applicants for ARRA awards are required to have a DUNS number and to maintain a current registration in CCR. To obtain a DUNS number online, go to [www.dunandbradstreet.com](http://www.dunandbradstreet.com) or call the Dun & Bradstreet hotline at 1-866-705-5711. The DUNS number is required as part of registration with CCR. To register with CCR, go to [www.ccr.gov](http://www.ccr.gov); call 1-888-227-2423 or 1-269-961-5757 with any questions. Note: The CCR registration must be renewed once a year. Each applicant under this request for proposals (RFP) must include a DUNS number in its application and a certification that it maintains a current registration in the CCR database. Any application without the DUNS number or CCR certification will be deemed incomplete.
- ✓ All grant applications will be **submitted to the Oregon Criminal Justice Commission.** Applicants may contact the CJC Grant Coordinator, **Amber Kaatz**, who has program coordination insight and may serve as a resource.
  - Amber Kaatz- [amber.l.kaatz@state.or.us](mailto:amber.l.kaatz@state.or.us). 503-378-5796

## VI. Funding Priorities

### A. Rationale

The funding priorities for the Measure 57 Intensive Drug Court Grant Program are based on research that has shown that drug courts are an effective method of engaging drug addicted offenders of medium to high risk of recidivism in treatment, while holding them accountable and protecting public safety through supervision. Research indicates that drug court participants tend to have longer

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<sup>1</sup> <http://www.ojp.usdoj.gov/financialguide/>

treatment stays, higher completion rates, and lower recidivism and drug use than those who access treatment as part of traditional probation.

Research has also shown that property offenders have higher recidivism rates than the general population. The goal of this Program is to reduce recidivism among the drug dependent members of this population at a higher rate than “business as usual”. See Appendix I for a description of the distinguishing characteristics (10 Key Components) of drug courts as well as a list of the specific practices within the 10 Key Components of Drug Courts that have been empirically proven to produce the best outcomes and the most cost savings. CJC will consider the incorporation of these practices in making funding decisions. **Grant funds are to be primarily used to fund treatment capacity (i.e., addiction treatment, mental health, employment services, etc.), probation officers, sanctions and rewards, and court coordinators. Proposals including funding requests for other components of the drug court (e.g., deputy district attorneys or defense attorneys) will also be considered if clearly identified as a need. Please note that applicants are encouraged to collaboratively develop a team-specific approach to the guidelines set forth in this RFP that meets and incorporates the unique needs their counties.**

## VII. Required Approach

Applicants must:

- ✓ Mandate the requirements of the Measure 57 Intensive Drug Court Grant Program as a condition of probation for offenders entering the drug court program. The consequence for termination should also be reflected on the order of supervision.
- ✓ Demonstrate adherence to pre-defined participant eligibility criteria, as follows:
  - Participants must be assessed as medium or high risk utilizing the Oregon Risk Assessment Tool (See Appendix J). Additional risk assessment tools may be utilized as well.
  - Participants must be assessed for substance abuse or dependence (a score value of 3 or higher) utilizing the Texas Christian University Drug Screen Tool II (TCUDS II) prior to admission (See Appendix J). In addition, the participant scores must be submitted to CJC.
- ✓ Demonstrate adherence to the 10 Key Components of Drug Courts (See Appendix H).
- ✓ Demonstrate a willingness and ability to be accountable for positive outcomes, and be open to evaluation by an external evaluator.
- ✓ Ensure treatment providers (substance abuse and mental health) utilize evidence-based practices within their drug court programs.

## VIII. Application Instructions and Requirements

### A. Application Length, Format and Submission Information

Complete applications must include the following:

1. Cover Sheet
2. Proposed Program Narrative
3. Proposed Budget Worksheet and Narrative
4. Required Appendices
  - Memorandum of Understanding\*
  - Letter of Support from the Local Public Safety Coordinating Council\*
  - Letter of Support from the Local Alcohol and Drug Planning Council (LADPC)\*
  - A copy of a current, non-provisional license/letter of approval issued by the Department of Human Services, Addiction and Mental Health Division (DHS) for each eligible substance abuse treatment provider.

\* Deadline extension requests are allowable. Please be advised, however, that they must be received **prior** to award notifications.

**Applications must not** exceed twenty pages, exclusive of the cover sheet, budget pages, and appendices **[listed as appendix above]**.

**Applications must** be single-sided, using 8½ x 11-inch paper, one-inch margins, and typed double spaced with standard 12-point font.

**Deadline for Electronic Application Submission:** November 19, 2009, 5:00pm Pacific time.  
*(\*Any application submitted after this deadline will be deemed ineligible.)*

**Methods for Application Submission:** An electronic copy of your complete application (see above for reference) must be emailed to [amber.l.kaatz@state.or.us](mailto:amber.l.kaatz@state.or.us) by the application deadline.  
*Documents must be submitted in either pdf or Microsoft Word.doc format.*

**A signed, original hard copy and five copies** of your complete application must be received by CJC by the application deadline. These can be mailed or delivered to:

**Amber Kaatz, Grants Coordinator  
Criminal Justice Commission  
885 Summer Street NE  
Salem, OR 97301-2524**

### **Estimated Grant Application Schedule:**

October 15, 2009	Request for Grant Proposals (RFP) opens
November 19, 2009	RFP Closes. Electronic Submissions due by 5:00 PM Pacific time.
November 23, 2009 (approx)	Hard Copy Submissions due by 5:00 PM Pacific time.
December 31, 2009 (approx)	Award Letters/Grant Award Agreements Sent to Applicants
January 7, 2009 (approx)	End of 7 day protest period

## **B. Application Contents**

### **1. Cover Sheet**

Identifying information must be provided using the cover sheet format in **Appendix A**. This sheet must be completed in full and placed at the beginning of the proposal.

### **2. Proposed Program Narrative**

A program narrative must be provided that separately identifies and addresses **items (a) through (f)** below and how the applicant will ensure their incorporation into an existing drug court program:

- a. Please identify how you will adhere to the 10 Key Components of Drug Courts (See Appendix H) and ensure the incorporation of their specific practices (identified in**

Appendix I) into your drug court program by answering the following questions:

- i. Please provide an overview of the practices identified in Appendix I that are current elements of your existing drug court program and then describe how you will attempt to incorporate the remaining components Measure 57 Program into your existing drug court program. If any components from Appendix I are excluded from your program, please provide the reasoning for excluding them.
- ii. In reference to the Screening and Assessment Process Guidelines identified in Appendix J, please describe how you will implement and incorporate them into your drug court program. Be sure to address treatment/supervision plans generated as a part of the assessment process and how individual needs and responsivity factors will be addressed, monitored, and tracked.
- iii. Please describe the Treatment Components of your drug court program. Be sure to include a detailed description of the random and fully observed urinalysis process you will be utilizing and how treatment services will differ in intensity for medium risk offenders vs. high risk offenders, if at all.
- iv. Please describe the Intensive Supervision Component you will implement for the Measure 57 Program participants and how it will be incorporated into your existing program. Be sure to include how the supervision will differ from your current drug court supervision practices. Also describe how the supervision will differ in intensity for medium risk offenders vs. high risk offenders, if at all.
- v. Please describe your proposal for addressing Measure 57 Drug Court participant behavior with Sanctions and Incentives. Be sure to include a detailed description of how the sanctions and incentives for the Measure 57 Program population will be incorporated into your current sanction and incentives guidelines and how they will differ in intensity for medium risk offenders vs. high risk offenders, if at all. For examples of written guidelines (which are recommended), see the CJC website.
- vi. Please describe Completion Requirements and Termination Guidelines for the Measure 57 Program participants. If your existing drug court program has completion and termination guidelines, be sure to address how they will differ for the Measure 57 Program participants, if at all.
- vii. If Measure 57 Program participants will be integrated into an existing drug court program, please describe how you will identify, acknowledge, assess, and address the issues that may arise from having two separate populations (Measure 57 Program participants and current participants) with two different sets of requirements within the same program.
- vii. Please address how you will collect and measure data related to demographics, assessment, objectives and performance measures. Please refer to Appendix K for further direction and a list of performance measures that will be required.

**b. Please identify evidence of collaboration in planning and implementation**

Collaboration is expected to be an important factor in the successful planning and implementation of a drug court program. **Applicants should develop their proposals through a collaborative**

**process** that involves the agencies / organizations in their communities that will be impacted by their proposed programs, and must describe the nature and extent of this collaborative planning.

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

Eligible entities **must receive letters of support** from their Local Public Safety Coordinating Council (LPSCC) and Local Alcohol and Drug Planning Council (LADPC) and include these as appendices to their applications. Deadline extension requests for the letters are allowable. Please be advised, however, that they must be received **prior** to award notifications.

**c. Please Identify evidence of staff competency**

The professional preparation and **experience of identified or planned staff must be described** in relation to the knowledge and skills needed to work specifically with drug court participants utilizing evidence-based practices. **All substance abuse treatment services must be delivered by Certified Alcohol and Drug Counselors (CADC) or other licensed staff with specialized training in addiction treatment. All mental health treatment services must also be delivered by qualified staff.**

**d. Please identify plan for program implementation**

Applicants must describe their plans for program implementation, including timelines for starting the program and getting up to capacity. Please differentiate whether the Measure 57 Program participants will be integrated into an existing program or not.

**e. Please identify plan for program monitoring (Data collection and measurement)**

Under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, applicants who receive funding under this RFP must provide data that measure the results of their work. In addition, applicants must discuss their data collection methods in the application.

The following are required measures for awards made under the Recovery Act:

Objective	Performance Measures	Data the grantee provides for 3-month reporting period	Description (Plain language explanation of what exactly is being provided)
Recovery Act: Preserving jobs	Number of jobs saved (by type) due to Recovery Act funding.	a) How many jobs were prevented from being eliminated with the Recovery Act funding during this reporting period? b) How many jobs that were eliminated within the last 12 months were reinstated with Recovery Act funding?	An unduplicated number of jobs that would have been eliminated if not for the Recovery Act funding during the three-month quarter. Report this data for each position only once during the grant. A job can include full time, part time, contractual, or other employment relationship.

Recovery Act: Creating jobs	Number of jobs created (by type) due to Recovery Act funding.	How many jobs were created with Recovery Act funding this reporting period?	An unduplicated number of jobs created due to Recovery Act funding during the three month quarter. Report this data for each position only once during the grant. A job can include full time, part time, contractual, or other employment relationship.
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The required measures are detailed in Appendix K.

**f. Please identify plan for program evaluation**

Grantees may be required to participate in evaluation activities. Grantees will be expected to provide data to the CJC, including but not limited to the data elements captured within the Oregon Treatment Court Management System (OTCMS), for example: State ID Number (SID), name, date of birth, recidivism risk level, drug of choice, assessed level of treatment, treatment attendance, court attendance, etc. Programs not using OTCMS should provide an explanation of why, and provide a detailed description of an alternative data collection system that will collect the same data elements as does OTCMS. CJC will accept quarterly reports of required data fields in either Microsoft Excel spreadsheets, Comman Separated Values (csv) files, or delimited text files.

CJC will conduct a random-assignment evaluation of the Measure 57 Program in 3 to 5 counties. CJC will select the counties that will participate in the evaluation. Selected counties will be expected to make staff and participants available to participate in activities related to the evaluation, ensure fidelity to the study design, and will be responsible for increased reporting requirements. To compensate participating counties, CJC will augment the standard daily reimbursement rate by an additional \$4/day per offender.

**3. Proposed Budget Worksheet and Budget Narrative**

CJC will pay \$11 per participant per day. Applicants can project revenues using a spreadsheet on the CJC website, [oregon.gov/cjc/](http://oregon.gov/cjc/)\_\_. Applicants should provide two budgets. First a “Minimal Funding Level” budget that shows the minimum number of offenders that must be served to make the Measure 57 Program feasible. The second budget should be a “Optimal Funding Level” budget at which the Measure 57 Program will operate at peak efficiency and effectiveness.

Detailed budgets must be prepared using the format of the Budget Worksheets provided in Appendices B, C and D. Projected revenues based on offenders served may be found at the CJC website, [oregon.gov/cjc/](http://oregon.gov/cjc/).

**Categories of expenses included** on the Budget Worksheet are personnel salaries, contractual / consultant services, rent and utilities, supplies, travel / training / conferences, equipment, administration, evaluation, and a detailed account of other expenses that do not fall under one of the above categories.

The **Budget Worksheet must show** how the cost of each item was calculated, and must account for grant funds requested in this application and all other sources of funds to be used for the proposed Program.

## **IX. Application Review and Award Decisions**

### **A. Review Process**

**Each application will initially be examined for responsiveness to the guidelines provided in this RFP related to timeliness, page length and format, and required content elements.** An application will be deemed non-responsive if it is submitted late, exceeds the page limit, or fails to contain all required content elements.

All applications that are determined responsive by CJC, in its sole discretion, will be screened for responsiveness by CJC staff and then those deemed responsive will be scored by an Advisory Board. Applications will be scored based on a **maximum of 100 points**. The possible maximum score for each application section will be as follows:

**70 points** – Proposed Program Narrative

**50 points** - Program Description

**10 points** - Evidence of Collaboration in Planning and Implementation

**10 points** - Evidence of Staff Competency

**20 points** – Plan for Program Implementation, Program Monitoring, and Program Evaluation

**10 points** – Proposed Budget Worksheet and Budget Narrative

### **B. Award Decisions**

The grant award recommendations will be forwarded to CJC, who will then make final award decisions. **The Criminal Justice Commission may consider other factors besides scores (such as geographical distribution) in determining final funding allocations.** CJC will issue a notice of award as provided in the schedule outlined in Section VII.A.

## **X. Award Conditions**

### **A. State Administering Agency Award Conditions**

Grantees of the Measure 57 Intensive Drug Court Grant Program must agree to the following grant award conditions set forth by CJC, and will be required to enter into a grant contract (Grant Contract) substantially in the form attached hereto as **Appendix E**.

CJC may negotiate the performance measures and other components of the Grant Contract. In the event that mutually agreeable terms cannot be reached within a reasonable time period, as judged by CJC, then CJC reserves the right to cancel the award to the Applicant.

Each successful Applicant must provide all required proofs of insurance within fourteen (14) calendar days of the award notification. Failure to provide the required documents within the fourteen (14) calendar day period may result in cancellation of award. Applicants are encouraged to consult their insurance agent(s) about the insurance requirements contained in the Agreement, included in Appendix E, prior to submission of an Application.

Each successful Applicant must submit a Certification of EEO Compliance within sixty (60) days of award notification, in the form attached as **Appendix F**.

Each successful Applicant must submit an Audit Certification within sixty (60) days after the end of the Applicant's fiscal year, in the form attached as **Appendix G**.

## **1. Monitoring**

CJC will monitor whether grantees are operating their drug court programs as described in their Grant Contracts, working toward their drug court program goals and outcome objectives as described in their Grant Contracts, and following appropriate fiscal procedures.

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

## **2. Progress Reports**

Successful applicants will be required to submit quarterly progress reports as scheduled below.

In addition to assisting CJC in monitoring grantee drug court programs, progress reports may be used by CJC to assist other agencies undertaking similar drug court programs, to justify continued funding of the Measure 57 Program, and to provide information to such entities as the Governor's Office and the Legislature.

Please be advised that the Measure 57 Program, funded through the federal Recovery Act, requires that awardees are bound by specific requirements related to accountability and transparency in terms of tracking and reporting of fund distribution and outcomes.

The following outlines the specific reporting mandates:

Consistent with the special purposes and goals of the Recovery Act, and its strong emphasis on accountability and transparency, it is essential that all funds from a Recovery Act grant be tracked, accounted for, and reported on separately from all other funds (including U.S. DOJ grant funds from non-Recovery Act grants awarded for the same or similar purposes or programs). Recipients must also be prepared to track and report on the specific outcomes and benefits attributable to use of Recovery Act funds.

The accounting systems of all recipients and subrecipients must ensure that funds from any award under this Recovery Act solicitation are not commingled with funds from any other source. Misuse of grant funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under a grant, and civil and/or criminal penalties.

Please see Appendix M for additional information.

The following conditions also apply:

Reporting; DUNS and CCR: Quarterly reporting requirements for Recovery Act awards include reporting with respect to subawards. In order to facilitate that reporting, award recipients must work with their first-tier subawardees (if any) to ensure that, no later than the due date of the award recipient's first quarterly report after a subaward is made, the subawardee has a DUNS numbers and is registered with the Central Contractor Registration (CCR) database.

Reporting Fraud, Waste, Error, and Abuse: Each grantee or subgrantee awarded funds made available under the Recovery Act is to promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted false claim under the False Claims Act or has committed a criminal

or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.

### 3. Requests for Reimbursement

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.

- **All requests for reimbursement must include supporting documentation to substantiate claims of expenses incurred. Payments will be withheld when any documentation is not provided or any progress report is outstanding.**

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

### 4. Due Dates for Progress Reports and Requests for Reimbursement

Progress reports and requests for reimbursement will be **due within 5 days of the end of each quarter.**

#### Quarter:

#### Due Date:

October 1-December 31, 2009

January 5, 2010

January 1-March 31, 2010

April 5, 2010

April 1-June 30, 2010

July 5, 2010

July 1-September 30, 2010

October 5, 2010

### 5. Grant Suspension or Termination

Following reasonable notice to a grantee 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 60 days of the effective date of the Grant Contract, or 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 Measure 57 Program, or any other provision of law.
- Failure of the program to make progress satisfactory to CJC toward the approved goals and objectives.
- Failure of the program to adhere to the requirements, terms and conditions of the Grant Contract.
- 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 or that does not comply with the terms of the Grant Contract.
- Failure of the program to comply substantially with any applicable federal or state statute, regulation, or guideline.

**APPENDIX A**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE MEASURE 57 INTENSIVE  
DRUG COURT GRANT PROGRAM  
APPLICATION COVER SHEET**

<b>Criminal Justice Commission</b> 885 Summer Street NE Salem, Oregon 97301 (503) 378-5796 Fax: (503) 378-4861 <a href="mailto:amber.kaatz@das.state.or.us">amber.kaatz@das.state.or.us</a>	<b>Grant Program:</b> <input type="checkbox"/> Drug Court Grant Program
	<b>Program Title:</b>

<b>Applicant:</b>	
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<b>Address:</b>	
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<b>City:</b>		<b>Zip:</b>		<b>Phone #:</b>		<b>Fax #:</b>	
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<b>Program Contact:</b>		<b>Phone #:</b>		<b>Fax #:</b>	
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<b>Program Contact Email Address:</b>	
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<b>Fiscal Contact:</b>		<b>Phone #:</b>		<b>Fax #:</b>	
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<b>Fiscal Contact Email Address:</b>	
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<b>PROGRAM BUDGET</b>	<b>Proposed 1<sup>st</sup> Year</b>	<b>Estimated 2<sup>nd</sup> Year</b>
<b>Total JAG [?]Funds Requested:</b>	\$	\$
<b>Total Other Support (if applicable):</b>	\$	\$
<b>Total Program Funds (grant + other):</b>	\$	\$

<b>Program Abstract (use only space provided):</b>

**Certification:** The signatory of this Application Cover Sheet is a duly authorized representative of the Applicant, has been authorized by Applicant to make all representations, attestations, and certification contained in this RFP and all Addenda, if any issued, and to execute this Application document on behalf of Applicant. By signature below, the undersigned Authorized Official hereby certifies on behalf of Applicant that all contents of this Application Cover Sheet and the submitted Application are truthful, complete, and accurate. Failure to provide information required by the REP may ultimately result in rejection of the Application.

<b>Administering Agency:</b>		<b>Federal Tax ID #:</b>	
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<b>Administering Agency Authorized Official:</b>			
<b>Signature of Administering Agency Authorized Official:</b>		<b>Date:</b>	

## APPENDIX B

### BUDGET SUMMARY, WORKSHEET & NARRATIVE

Use the following instructions to complete the **Budget** sections of this application.

- To move through the fields on the budget pages click on the gray shaded areas or use the Tab Key. The narrative fields will automatically expand to accommodate the length of each response.
- **Budget and Narrative:** Read the instructions for each expense category carefully. Use the Narrative sections to explain how each expenditure is directly related to the activities described in the Program Narrative.
- **Supplemental Budget** detail expense category pages are included as **Appendix C** if additional space is required for any of the budget detail expense categories (personnel, taxes and benefits, etc.). Check the “supplemental budget included” box to the far right of each budget detail expense category header if using the Supplemental Budget.
- Submit a **Budget Summary** for any proposed **Subaward or Subcontractor**, included as **Appendix D**.

## BUDGET SUMMARY

### a) Budget

Expense Category	Proposed 1 <sup>st</sup> Year Budget			Estimated 2 <sup>nd</sup> Year Budget		
	Grant Funds	Other* Support	Total	Grant Funds	Other* Support	Total
1. Personnel Salaries						
2. Contractual/Consultant Services						
3. Rent and Utilities						
4. Supplies						
5. Travel/Training/Conferences						
6. Equipment						
7. Administration						
8. Evaluation						
9. Other Expenses						
<b>TOTAL</b>						
	%	%	%	%	%	%

\*If applicable

-Round all figures to the nearest whole dollar

-Amounts must equal Grant Totals and Match Totals from Budget and Match Detail and Narrative

### b) Other Support\* (if applicable)

Identify sources and amounts (for cash contributions indicate if the source is earned **Program Income** by checking the box in the PI column)

Source of Other Support	Proposed 1 <sup>st</sup> Year Other Funds				Estimated 2 <sup>nd</sup> Year Other Funds			
	Cash	PI	In-kind	Total	Cash	PI	In-kind	Total
		<input type="checkbox"/>				<input type="checkbox"/>		
		<input type="checkbox"/>				<input type="checkbox"/>		
		<input type="checkbox"/>				<input type="checkbox"/>		
		<input type="checkbox"/>				<input type="checkbox"/>		
		<input type="checkbox"/>				<input type="checkbox"/>		
		<input type="checkbox"/>				<input type="checkbox"/>		
		<input type="checkbox"/>				<input type="checkbox"/>		
<b>TOTAL</b>								

\* Totals must equal Total Other Funds in Budget Summary

# BUDGET AND NARRATIVE

**Line 1.a. Personnel.**  Supplemental budget included

Enter compensation paid to Agency employees (indicate if rate of pay is hourly or monthly or an annual salary). Indicate in the C and N columns if the position is **C**urrent or **N**ew. Compensation paid for Agency employees engaged in Measure 57 Program activities must be consistent with that paid for similar work within the Agency. Do not include subcontract or subaward costs in this section; these costs should be included in Contractual Services. Do not include costs for administrative staff in this section; these costs should be included in Administration.

Title of Position	Name of Employee (if available)	C	N	Rate of Pay	Total Pay	Measure 57 Program	Total Measure 57
		<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>				
						TOTAL	
						GRANT TOTAL	
						OTHER SUPPORT TOTAL	

**Line 1.b. Taxes and Benefits.**  Supplemental budget included

Include payroll taxes and fringe benefits for all personnel listed above and only for the percentage of time devoted to the Measure 57 Program. Payroll taxes and fringe benefits for volunteers may be included. Fringe benefits on overtime hours are limited to benefits that increase incrementally when personnel work overtime (excludes fixed [monthly benefits]).

Title of Position	Total Payroll Cost (from previous table)	Tax % (FICA, FICA-Med, W/C, UI)	Benefits % (insurance, retirement, etc.)	Program Tax Cost	Program Benefit Cost	Total Cost (Taxes + Benefits)	
						TOTAL	
						GRANT TOTAL	

OTHER SUPPORT TOTAL

Personnel/Taxes and Benefits Narrative (*explain the direct use to the Measure 57 Program of the personnel listed*):

**Line 2. Contractual/Consultant Services.**  Supplemental budget included

Include all costs which are to be incurred as a result of a subaward or subcontract. Grantee must include a Budget Summary for all subcontractors. Prior to execution, Agency must approve all agreements entered into pursuant to this award that exceed \$100,000. Subaward made known at the time of Application may be considered approved if the activities are funded as proposed. All procurements must be made according to Agency established procedures, provided they minimally adhere to applicable Federal and State guidelines. Solicitations of quotes from at least 3 sources are required for procurements between \$5,000 and \$100,000. Competitive bids must be used for procurement of contractual services over \$100,000. Sole source contracts require additional information and prior Agency approval. Contractor rates in excess of \$450 per 8-hour day require additional documentation and prior Agency approval. Check the appropriate column indicating type of award and use "# of hrs/days" and "Cost per hr/day" as appropriate.

Sub-Award	Three Quotes	Competitive Bid	Sole Source	Consultant Name/Organization Name	# of hrs/days	Cost per hr/day	Measure 57 Program
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

TOTAL   
 GRANT TOTAL   
 OTHER SUPPORT TOTAL

Contractual/Consul. Services Narrative (*explain how the specific services to be provided relate to the Measure 57 Program exclusively*):

**Line 3. Rent and Utilities.**  Supplemental budget included

Itemize by type: (*rent, telephone, utilities, janitorial services, etc.*)

Item Description	Computation	Measure 57

TOTAL

GRANT TOTAL   
 OTHER SUPPORT TOTAL

Rent and Utilities Narrative (*explain how these facilities and expenses will benefit the Measure 57 Program exclusively*):

<b>Line 4. Supplies.</b>				<input type="checkbox"/> Supplemental budget included
Generally supplies are items that have a useful life of less than one year. List supplies by type, quantity and unit cost.				
Item Description	Quantity	Unit Price	Measure 57	
TOTAL				
GRANT TOTAL				
OTHER SUPPORT TOTAL				

Supplies Narrative (*explain how these purchases will benefit the Measure 57 Program exclusively*):

<b>Line 5. Travel/Conferences/Training.</b>							<input type="checkbox"/> Supplemental budget included
Include travel expenses for <u>Agency program personnel only</u> , including local travel and travel expenses for meetings, conferences, and training. Include costs for mileage, lodging, per diem, motor pool fees, commercial transportation, parking fees, registration and material fees. Travel costs may not exceed the rates and conditions established in the State/Federal guidelines. All out-of-state travel must have prior Agency approval. Any subcontract or subaward travel costs should be included in Contractual Services.							
A. Local Travel ( <i>indicate purpose of travel; include meetings, conference, training, etc.</i> )				# of miles	Mileage rate	Measure 57	
B. Conferences ( <i>indicate conference title</i> )	# of people	# of nights	Lodging costs	Meals/ Per diem	Other costs	Measure 57	
C. Grantee-sponsored training ( <i>indicate training topics</i> )	# of people	# of nights	Lodging costs	Meals/ Per diem	Other costs	Measure 57	

TOTAL	
GRANT TOTAL	
OTHER SUPPORT TOTAL	

Travel/Conferences/Training Narrative (*explain how these expenses will benefit the Measure 57 Program exclusively*):

<b>Line 6. Equipment.</b>			<input type="checkbox"/> Supplemental budget included
Include tangible items costing over \$1,000 or having a useful life of more than one year.			
Item Description	Quantity	Unit Price	Measure 57
TOTAL			
GRANT TOTAL			
OTHER SUPPORT TOTAL			

Equipment Narrative (*explain how these purchases will benefit the Measure 57 Program exclusively*):

<b>Line 7. Administration.</b>		<input type="checkbox"/> Supplemental budget included
Include Measure 57 Program-related costs such as accounting, program management, human resources, legal services, and payroll preparation. Administrative costs may not exceed 10% of the total proposed budget. Successful applicants will be expected to provide a copy of your Federally approved <i>Indirect Rate Agreement</i> .		
Item Description	Computation	Measure 57

TOTAL	
GRANT TOTAL	
OTHER SUPPORT TOTAL	

Administration Narrative (*explain how the administrative expenses will benefit the Measure 57 Program directly*):

<b>Line 8. Evaluation.</b>		<input type="checkbox"/> Supplemental budget included
Itemize expenses related to the development and implementation of evaluation data collection and analysis.		
Item Description	Computation	Measure 57
TOTAL		
GRANT TOTAL		
OTHER SUPPORT TOTAL		

Evaluation Narrative (*explain how the evaluation expenses will benefit the Measure 57 Program directly*):

<b>Line 9. Other Costs.</b>		<input type="checkbox"/> Supplemental budget included
Include expenses that do not readily fit into any of the other budget categories. Check with the CJC Grant Coordinator before including any other costs in this category.		
Item Description	Computation	Measure 57

		TOTAL
		GRANT TOTAL
		OTHER SUPPORT TOTAL

Other Costs Narrative (*explain how these costs will benefit the Measure 57 Program exclusively.*)

**APPENDIX C**

**SUPPLEMENTAL BUDGET**

**Line 1.a. Personnel.**

Title of Position	Name of Employee (if available)	C	N	Rate of Pay	Total Pay	Measure 57 Program	Total Measure 57
		<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>				
TOTAL							
GRANT TOTAL							
OTHER SUPPORT TOTAL							

**Line 1.b. Taxes and Benefits.**

Title of Position	Total Payroll Cost ( <i>from previous table</i> )	Tax % (FICA, FICA- Med, W/C, UI)	Benefits % (insurance, retirement, etc.)	Program Tax Cost	Program Benefit Cost	Total Measure 57 Program
TOTAL						
GRANT TOTAL						
OTHER SUPPORT TOTAL						

Personnel/Taxes and Benefits Narrative (*explain the direct use to the Measure 57 Program of the personnel listed*):

**SUPPLEMENTAL BUDGET**

**Line 2. Contractual/Consultant Services.**

Sub-Award	Three Quotes	Competitive Bid	Sole Source	Consultant Name/Organization Name	# of hrs/ days	Cost per hr/day	Measure 57
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
TOTAL							
GRANT TOTAL							
OTHER SUPPORT TOTAL							

Contractual/Consul. Services Narrative (*explain how the specific services to be provided relate to the Measure 57 Program exclusively*):

**Line 3. Rent and Utilities.**

Item Description	Computation	Measure 57
TOTAL		
GRANT TOTAL		
OTHER SUPPORT TOTAL		

Rent and Utilities Narrative (*explain how these facilities and expenses will benefit the Measure 57 Program exclusively*):



<b>SUPPLEMENTAL BUDGET</b>			
<b>Line 6. Equipment.</b>			
Item Description	Quantity	Unit Price	Measure 57
TOTAL			
GRANT TOTAL			
OTHER SUPPORT TOTAL			

Equipment Narrative (*explain how these purchases will benefit the Measure 57 Program exclusively*):

<b>Line 7. Administration.</b>		
Item Description	Computation	Measure 57
TOTAL		
GRANT TOTAL		
OTHER SUPPORT TOTAL		

Administration Narrative (*explain how the administrative expenses will benefit the Measure 57 Program directly*):



## APPENDIX D

SUBAWARD/SUBCONTRACTOR INFORMATION							
			Grant Program:		<input type="checkbox"/> Drug Court Grant Program		
			Program Title:				
Subawardee/ Subcontractor:							
Address:							
City/State:		Zip:		Phone #:		Fax #:	
Authorized official for subaward:							
Signature of authorized official:						Date:	

BUDGET SUMMARY – SUBAWAD/SUBCONTRACTOR						
Expense Category	Proposed 1 <sup>st</sup> Year Budget			Estimated 2 <sup>nd</sup> Year Budget		
	Grant Funds	Other Support*	Total	Grant Funds	Other Support*	Total
1. Personnel Salaries						
2. Contractual/Consultant						
3. Rent and Utilities						
4. Supplies						
5. Travel/Training/Conferences						
6. Equipment						
7. Administrative						
8. Evaluation						
9. Other Expenses						
<b>TOTAL</b>						
				%	%	%

*Round all figures to the nearest whole dollar*

*\*If applicable*

**Identify sources and amount of Other Support** (for cash contributions indicate if the source of match is earned **Program Income** by checking the box in the PI column)

Source of Other Support	Proposed 1 <sup>st</sup> Year Other Support			
	Cash	PI	In-kind	Total
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
				<b>GRAND TOTAL</b>

*\*Grand Total must equal Total Other Support in Budget Summary*

## APPENDIX E GRANT AWARD PROVISIONS

### I. Provisions of Award

- A. Agreement Parties. This Intergovernmental Agreement, hereafter referred to as Agreement, is between the State of Oregon, acting by and through the Oregon Criminal Justice Commission, hereafter called CJC, and \_\_\_\_\_ (“Grantee”).
- B. Effective Date and Duration. This Agreement shall become effective on the date this Agreement has been fully executed by every party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when CJC accepts Grantee’s completed performance or on <DATE>, whichever date occurs last. Agreement termination shall not extinguish or prejudice CJC’s right to enforce this Agreement with respect to any default by Grantee that has not been cured.
- C. Grant Award and Performance Measures. In accordance with the terms and conditions of this Agreement, CJC agrees to make to Grantee, and Grantee agrees to accept, a grant in the amount of \$\_\_\_\_\_. Grant funds will be disbursed to Grantee on a cost reimbursement basis. Grantee shall use the grant proceeds to implement the Edward Byrne Memorial Justice Assistance Grant (“JAG”) Program as described in the Program Narrative and the Goals, Outputs, and Performance Measures of Grantee’s JAG Grant Application (the “Program”) and accomplish Program activities and performance measures as stipulated in the agreed upon progress report.
- D. Agreement Documents. This Agreement consists of the following documents, and any other document referenced, which are listed in descending order of precedence: this Agreement grant application Audit Certification, and Certification of EEO Compliance.
- E. Source of Funds. Payment for the Program will be from the Federal Edward Byrne Memorial Justice Assistance Grant (JAG) funds, CFDA #16.738.
- F. Merger Clause; Waiver. This Agreement and referenced documents constitute 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. No waiver, consent, modification, or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties (or in the case of a waiver signed by the party against whom such waiver is sought to be enforced). Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

### TERMS AND CONDITIONS

### II. Conditions of Award

- A. The Grantee agrees to operate the Program as described in Grantee’s application and to expend funds only in accordance with the approved budget unless the Grantee receives prior written approval by CJC to modify the Program or budget. **Grantee agrees to cooperate with CJC to negotiate, if necessary, progress report activity goals and performance measures for the Grantee.** CJC may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by CJC. Failure of the Grantee to operate the Program in accordance with the terms of this Agreement, including the objectives contained in the grant application and budget, will be grounds for immediate suspension or termination, or both, of this Agreement pursuant to Section IV of this Agreement.
- B. Funds Available and Authorized; Payments. Grantee shall not be compensated for work performed under this Agreement by any other agency or department of the State of Oregon. CJC certifies that it has sufficient funds currently authorized for expenditure to finance costs of this Agreement within CJC’s current biennial appropriation or limitation. Grantee understands and agrees that CJC’s payment of amounts under this Agreement is contingent on CJC receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

- C. The Grantee agrees that all public statements referring to the Program must state that funds for this Program come from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, and must state the percent or dollar amount of federal funds used in the Program.
- D. Maintenance and Retention of and Access to Records; Audits.
1. Maintenance and Retention of Records. The Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Chief Financial Officer set forth in the most recent version of the Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A-87, A-102, A-110, A-122, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this grant shall be retained by the Grantee for a minimum of five years following termination or expiration of this Agreement for purposes of State of Oregon or Federal examination and audit provided, however, that if there is any audit issue, dispute, claim or litigation relating to this Agreement or the Award, Grantee shall retain and keep accessible the books of account and records until the audit issue, dispute, claim or litigation has been finally concluded or resolved. It is the responsibility of the Grantee to obtain a copy of the OJP Financial Guide from the Office of the Chief Financial Officer available at: <http://www.ojp.usdoj.gov/financialguide/index.htm>; and apprise itself of all rules and regulations set forth therein.
  2. Access to Records. CJC, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO) or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
  3. Audits. If Grantee *expends* \$500,000 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 provisions of OMB Circular A-133. Copies of all audits must be submitted to CJC within 30 days of completion. If Grantee *expends* less than \$500,000 in its fiscal year in Federal funds (from all sources), 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 II.D.2. (Access to Records) herein.
  4. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Grantee did not expend \$500,000 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 shall not be charged to this grant.

E. Funding.

1. 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 to the Grantee to fund the Program consistent with grant guidelines referenced in I.E. (Source of Funds).

F. Reports. **Failure of the Grantee to submit the required financial, program or audit reports, or to resolve financial, program, or audit issues may result in the suspension of grant payments or termination of this Agreement.**

1. Progress Reports. The Grantee agrees to submit a report each quarter on its progress in meeting each of its agreed upon goals and objectives and comprehensive evaluation plan. Progress reports must include data on performance measures as required by the Bureau of Justice Assistance. Reports must be received no later than **<DATES>**. **Any progress report that is outstanding for more than one month past the due date may cause the suspension of grant payments or termination of this Agreement.** Grantee must receive prior approval from CJC to extend the due date of a progress report.
2. Financial Reimbursement Reports.
  - a. In order to receive reimbursement, the Grantee agrees to submit to CJC, 885 Summer Street NE, Salem, Oregon 97301, the original signed Request for Reimbursement (RFR) which includes **supporting documentation for all grant and match expenditures.** RFRs must be received no later than **<DATES>**. Reimbursements for expenses will be withheld if progress reports are not submitted by the specified dates or are incomplete. **Any RFR that is outstanding for more than one month past the due date may cause the suspension or termination of the grant.** Grantee must receive prior approval from CJC to extend an RFR requirement past its due date
  - b. Reimbursement rates for travel expenses shall not exceed those allowed by the Federal travel policy. 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 for expenses incurred.
  - c. 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.
  - d. Reimbursements will only be made for actual expenses incurred during the grant period. The Grantee agrees that no grant funds may be used for expenses incurred before **<DATES>**.
3. Procurement Standards
  - a. Grantee shall follow the same policies and procedures it uses for procurement from its non-Federal funds. Grantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law and standards.
  - b. 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.
  - c. 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.

4. Audit Reports. Grantee shall provide CJC copies of all audit reports pertaining to this Agreement obtained by Grantee, whether or not the audit is required by OMB Circular A-133.

G. Monitoring.

1. CJC will monitor and review the activities of Grantee and the compliance of all services provided by Grantee under this Agreement with State and Federal standards and other performance requirements specified in the Agreement. After reasonable notice and as often as CJC may deem necessary during the grant award period, CJC may perform program and fiscal monitoring.
2. Grantee shall provide for program and fiscal reviews, including meetings with consumers, subcontractors, and evaluators, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff and stakeholders directly or indirectly involved in the performance of this Agreements, when requested to do so by CJC for purpose of monitoring pursuant to the Monitoring Policy and Procedures.

H. Ownership of Work Product.

1. Definitions. As used in this Section, and elsewhere in this Agreement, the following terms have the meanings set forth below:
  - a. “Grantee Intellectual Property” means any intellectual property owned by Grantee and developed independently from the Program.
  - b. “Third Party Intellectual Property” means any intellectual property owned by parties other than CJC or Grantee.
  - c. “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to CJC pursuant to the Program.
2. Original Works. All Work Product created by Grantee pursuant to the Program under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of CJC. CJC and Grantee agree that such original works of authorship are “work made for hire” of which CJC is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Program is not “work made for hire,” Grantee hereby irrevocably assigns to CJC any and all of its rights, title, and interest in all original Work Product created pursuant to the Program, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon CJC’s reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in CJC. Grantee forever waives any and all rights relating to original Work Product created pursuant to the Program, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

In the event that Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to CJC an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Grantee Intellectual Property employed in the Work Product, and to authorize others to do the same on CJC’s behalf.

In the event that Work Product created by Grantee under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on the CJC’s behalf and in the name of CJC an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on CJC’s behalf.

3. Grantee Intellectual Property. In the event that Work Product is Grantee Intellectual Property Grantee hereby grants to CJC an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Grantee Intellectual Property, and to authorize others to do the same on CJC's behalf.
4. Third Party Works. In the event that Work Product is Third Party Intellectual Property, Grantee shall secure on the CJC's behalf and in the name of CJC, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on CJC's behalf.

I. Indemnity.

1. General Indemnity. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort claims Act, ORS 30.260 through 30.300, to the extent the Act is applicable, Grantee shall defend, save, hold harmless, and indemnify within the limits and subject to the restrictions of the Oregon Tort Claims Act, if applicable, the State of Oregon and CJC and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, or agents under this Agreement, except for liability arising solely out of the wrongful acts of employees or agents of the State of Oregon or CJC.
2. To the extent permitted by Article XI, Section 7, or the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, to the extent the Act is applicable, State and CJC shall defend, save, hold harmless, and indemnify within the limits and subject to the restrictions of the Oregon Tort Claims Act, if applicable, Grantee and its officers, employees and agents against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of the State of Oregon and CJC or its officers, employees, or agents under this Agreement, except for liability arising solely out of the wrongful acts of officers, employees or agents of Grantee.
3. Indemnity for Infringement Claims. Without limiting the generality of the previous section, Grantee expressly agrees to defend, indemnify, and hold CJC, the State of Oregon and their agencies, subdivisions, officers, directors, agents, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorneys fees, and damages arising out of or related to any claims that the work, the work product or any other tangible or intangible items delivered to CJC by Grantee that may be the subject of protection under any state or Federal intellectual property law or doctrine, or the CJC's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that State of Oregon shall provide Grantee with prompt written notice of any infringement claim.
4. Control of Defense and Settlement. The indemnitor shall have control of the defense and settlement of any claim that is subject to the previous sections; however, neither Grantee nor any attorney engaged by Grantee shall defend a claim in the name of the State of Oregon, CJC or any agencies, subdivisions, officers, directors, agents, and employees of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, subdivisions, officers, directors, agents, and employees, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Grantee settle any claim on behalf of the State of Oregon without the approval of the Attorney General. An indemnitee under this Section II.I. may, at its election and expense, assume its own defense and settlement in the event that the indemnitee determines that the indemnitor is prohibited from defending the indemnitee, or is not adequately defending the indemnitee's interests, or (in the case the indemnitee is the State of Oregon or any agencies, subdivisions, officers, directors, agents, and employees of the State of Oregon) that an important governmental principle is at issue and the indemnitee desires to assume its own defense.

J. Insurance.

1. Workers' Compensation. All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS

656.126(2). Grantee shall require and ensure that each of its subcontractors complies with these requirements.

2. Professional Liability Insurance. Grantee shall obtain and maintain in effect with respect to all occurrences taking place during the period from the effective date of this Agreement through the termination of this Agreement, professional liability insurance covering professional liability arising from the conduct and implementation of the Program, from an insurance company authorized to do business in the State of Oregon. Coverage limits shall not be less than \$500,000 combined single limit per occurrence.
  3. Comprehensive or Commercial General Liability Insurance. Grantee shall obtain and maintain in effect with respect to all occurrences taking place during the period from the effective date of this Agreement through the termination of this Agreement, comprehensive or commercial general liability insurance covering personal injury and property damage arising from the conduct and implementation of the Program (including contractual liability coverage for the indemnity provided in this Agreement) from an insurance company authorized to do business in the State of Oregon. Coverage limits shall not be less than \$500,000 combined single limit per occurrence.
  4. Automobile Liability Insurance. If in the conduct and implementation of the Program, Grantee provides transportation for or transports individuals in automobiles, Grantee shall obtain and maintain in effect, with respect to all occurrences taking place during the period from the effective date of this Agreement through the termination of this Agreement, automobile liability insurance with a combined single limit, or the equivalent, of not less than \$500,000 each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
  5. Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Grantee or its insurer(s) to Oregon Criminal Justice Commission.
  6. Certificates of Insurance. As evidence of the insurance coverages required by this Agreement, and prior to the execution of this Agreement, Grantee shall furnish certificate(s) of insurance to Oregon Criminal Justice Commission. Liability insurance coverage required by this section must name the State of Oregon, Oregon Criminal Justice Commission, including its officers and employees as Additional Insureds but only with respect to acts or omissions of the Grantee, its officers, employees or agents under this Agreement or in the conduct or implementation of the Program to be provided under this Agreement. The Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions and self-insurance.
- K. No Implied Waiver, Cumulative Remedies. The failure of either party to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
- L. Governing Law; Venue; 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 the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court for Marion County, the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. ; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. **THE PARTIES BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS.** Except as provided in this section, neither party waives 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 other court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

- M. Time is of the Essence. Grantee agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace period allowed in this Agreement.
- N. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notice 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 or CJC at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipients' email system. 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.
- O. Subcontracts, Successors and Assignments.
1. Grantee shall not enter into any subcontracts for any of the Program activities required by this Agreement without CJC's prior written consent. Grantee shall require any subcontractors to comply in writing with the terms and conditions of this Agreement and provide the same assurances as the Grantee must regarding its use of Federal funds. CJC's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement.
  2. This Agreement shall be binding upon and inure to the benefit of CJC, Grantee, and their respective successors and assigns, if any.
  3. Grantee may not assign, delegate, or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of CJC.
  4. The parties acknowledge and agree that if the Oregon Legislative Assembly transfers the functions of CJC to another agency, this Agreement shall be assigned to that successor agency.
- P. No Third Party Beneficiaries. CJC and Grantee are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- Q. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section II.D. (Maintenance and Retention of and Access to Records; Audits); Section II.F. (Reports); and Section II.I. (Indemnity) and any other section that by its terms is intended to survive..
- R. 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.
- S. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.
- T. Recovery of Funds.
1. Recovery of Overpayments. Grantee shall be accountable for and shall repay any overpayment or any amounts resulting from any breach of this Agreement that results in a debt owed to the Federal Government. CJC may apply interest, penalties, and administrative costs to a delinquent debt owed by a

debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129. The parties agree to go through the process provided in Section IV.C. before Grantee is required to make any payment under this paragraph.

2. **Recovery of Unexpended Funds.** Any grant funds disbursed to Grantee that remain unexpended on the termination of this Agreement (“Unexpended Funds”) must be returned to CJC. Grantee may, at its option, satisfy its obligation to return Unexpended Funds under this Section by paying to CJC the amount of Unexpended Funds or permitting CJC to recover the amount of the Unexpended Funds from future payments to Grantee from CJC. If Grantee fails to return the amount of the Unexpended Funds within fifteen (15) days after the date this Agreement is terminated, Grantee shall be deemed to have elected the deduction option and CJC may deduct the amount demanded from any future payment from CJC to Grantee, including but not limited to, any payment to Grantee from CJC under this Agreement and any payment to Grantee from CJC under any contract or agreement, present or future, between CJC and Grantee. If no such contracts or agreements are in effect and no future contracts or agreements between Grantee and CJC are contemplated by CJC 15 days after the date this Agreement is terminated, Grantee shall return the Unexpended Funds to CJC.
  3. **Recovery of Misexpended Funds.** If CJC alleges that Grantee expended funds in violation or contravention of this Agreement, CJC and Grantee shall enter into nonbinding discussions under Section IV.B. within 15 days of CJC’s notice to Grantee of the allegation, with such discussions to be concluded within 45 days of CJC’s notice to Grantee. If the parties determine that funds were in fact expended in violation or contravention of this Agreement (“Misexpended Funds”) then the Misexpended Funds shall be replaced by Grantee within 15 days of that determination, unless CJC agrees to another time or method of repayment. If the parties do not agree on the amount of Misexpended Funds, CJC may recover the amount determined by CJC to be Misexpended Funds from any future payment from CJC to Grantee, including, but not limited to, any payment to Grantee from CJC under this agreement and any payment to Grantee from CJC under any contract or agreement, present or future, between CJC and Grantee. If no such contracts or agreements are in effect and no future contracts or agreements between Grantee and CJC are contemplated by CJC 15 days after the date of the determination of Misexpended Funds, Grantee shall return the Misexpended Funds to CJC.
- U. **Amendments.** CJC may agree to amend this to the extent permitted by applicable statutes and administrative rules. No amendment to this Agreement shall be effective unless it is in writing signed by the parties, and all approvals required by applicable law have been obtained before becoming effective.

### III. Grantee Compliance and Certifications

- A. **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.)
- B. **Compliance with Applicable Law.** The Grantee agrees to 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 agrees to 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:
  1. 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 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; 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.
  2. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).

3. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
4. 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.)
5. National Environmental Policy Act of 1969, 42 USC 4321 et seq.
6. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.
7. Clean Air Act, 42 USC 7401 et seq.
8. Clean Water Act, 33 USC 1368 et seq.
9. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.
10. Safe Drinking Water Act of 1974, 42 USC 300f et seq.
11. Endangered Species Act of 1973, 16 USC 1531 et seq.
12. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.
13. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
14. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
15. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
16. Indian Self-Determination Act, 25 USC 450f.
17. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.
18. Animal Welfare Act of 1970, 7 USC 2131 et seq.
19. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
20. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.

Further, Grantee agrees to comply with all requirements set out in the most recent version of the *Grant Management Handbook* published by CJCand Monitoring Policy and Procedures.

C. Standard Assurances and Certifications Regarding Lobbying.

1. 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.
2. 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.
3. The undersigned 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.

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.

D. Certification of Non-discrimination.

1. The Grantee certifies, and will cause all its contractors and subcontractors to certify, 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, handicap, or gender. The Grantee assures, and will cause all its contractors and subcontractors to assure, compliance with the following laws:
  - a. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;
  - b. Title IV of the Civil Rights Act of 1964, as amended;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended;
  - d. Title II of the Americans with Disabilities Act (ADA) of 1990;
  - e. Title IX of the Education Amendments of 1972;
  - f. The Age Discrimination Act of 1975;
  - g. The Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G; and
  - h. The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
2. In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, handicap or gender against the Grantee or any of its contractors or subcontractors, the Grantee will forward, or will cause the appropriate contractor or subcontractor to 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.

E. Civil Rights Compliance.

1. All recipients of federal grant funds are required, and Grantee agrees, to comply with nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq. (prohibiting discrimination in programs or activities on the basis of race, color, and national origin); Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, and gender); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq. (prohibiting discrimination in employment practices or in programs and activities on the basis of disability); Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 (prohibiting discrimination in services, programs, and activities on the basis of disability); The Age Discrimination Act of 1975, 42 U.S.C. § 6101-07 (prohibiting discrimination in programs and activities on the basis of age); and Title IX of the Education Amendments of 1972, 20 U.S.C § 1681 et seq. (prohibiting discrimination in educational programs or activities on the basis of gender).
2. 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, Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to its program. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing its proposal and budget and in conducting its program 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).

- F. Equal Employment Opportunity Plan (EEOP). If the Grantee, or any of its contractors or subcontractors, has 50 or more employees, is receiving more than \$25,000 pursuant to this Agreement, and has a service population with a minority representation of three percent or more, the Grantee agrees, and will cause its contractors or subcontractors to agree, to formulate, implement and maintain an EEOP relating to employment practices affecting minority persons and women. If the Grantee, or any of its contractors or subcontractors, has 50 or

more employees, is receiving more than \$25,000 pursuant to this Agreement, and has a service population with a minority representation of less than three percent, the Grantee agrees, and will cause its contractors or subcontractors to agree, to formulate, implement and maintain an EEOP relating to its practices affecting women. The Grantee certifies, and will cause its contractors and subcontractors to certify that an EEOP as required by this section will be in effect on or before the effective date of this Agreement. Any Grantee shall, and Grantee shall cause any of its contractors or subcontractors, receiving more than \$500,000, either through this Agreement or in aggregate Federal grant funds in any fiscal year, to, in addition submit a copy of its EEOP at the same time as the application submission, with the understanding that the application for funds may not be awarded prior to approval of the Grantee's, or any of its contractors or subcontractors, EEOP by the Office for Civil Rights, Office of Justice Programs, Bureau of Justice Assistance.

If required to formulate an EEOP, the Grantee must maintain a current copy on file which meets the applicable requirements.

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

1. 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:
  - a. new construction;
  - b. 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;
  - c. 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
  - d. 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.
2. 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.

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

1. 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;
2. Establishing a drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Requiring that each employee engaged in the performance of the grant be given a copy of the employer's statement required by paragraph (1).

4. Notifying the employee that, as a condition of employment under the Program, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
5. Taking one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination; or
  - b. 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.
6. Making a good faith effort to continue to maintain a drug-free workplace.

#### **IV. *Default, Remedies, Termination***

##### **A. Default by Grantee.** Grantee shall be in default of this Agreement if:

1. Grantee fails to comply substantially with the requirements or statutory objectives of the grant guidelines referenced in I.E. (Source of Funds) or other provisions of Federal law.
2. Grantee fails to have Program operational within 90 days of the effective date of this Agreement.
3. Grantee fails to make satisfactory progress toward the goals and objectives and comprehensive evaluation plan set forth in this Agreement.
4. Grantee fails to adhere to the requirements and the terms and conditions of this Agreement.
5. Grantee proposes or implements substantial plan changes to the extent that, if originally submitted, the application would not have been selected.
6. Grantee fails to submit the required financial, program or audit reports, or to respond to monitoring reports, or to resolve financial, program, or audit issues.
7. Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
8. Grantee fails to comply substantially with any other applicable Federal or State statute, regulation, or guideline.
9. Any representation or warranty made by or on behalf of Grantee herein or in any of the certifications or documents required under this Agreement is false or misleading in any material respect; or
10. Other than as listed in paragraphs 1 through 9 above, Grantee commits any material breach or default of any covenant, warranty, or obligation under this Agreement.

##### **B. Default by CJC.** CJC shall be in default of this Agreement if:

1. CJC fails to pay Grantee any amount due pursuant to the terms of this Agreement, and CJC fails to cure such failure within 30 days after Grantee's notice or such longer period as Grantee may specify in such notice; or
2. CJC commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 days after Grantee's notice or such longer period as Grantee may specify in such notice.

- C. Remedies upon Default. Except as provided in Section IV.D.1. below, CJC will provide reasonable notice to the Grantee if CJC believes Grantee is or may be in default and will attempt to resolve the problem informally. The parties shall engage in nonbinding discussions to give Grantee an opportunity to present reasons why it believes it is not in default or that the default is not material and give CJC an opportunity to withdraw its notice. The parties may also negotiate an appropriate resolution of the default, including without limitation the amount of any Misexpended Funds. If Grantee does not cure any default within 30 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 withholding of reimbursement, termination or suspension of this Agreement, return of all or a portion of the grant funds, payment of interest earned on the grant funds, declaration of ineligibility for the receipt of future grant awards from CJC, and damages to CJC. If, as a result of Grantee's default, CJC demands return of all or a portion of the grant funds or payment of interest earned on the grant funds, Grantee shall pay the amount upon CJC's demand after the process described in this Section.
- D. Termination.
1. CJC Termination. CJC may terminate this Agreement:
    - a. Immediately upon written notice to Grantee, if CJC does not obtain sufficient funding, appropriation, limitations, allotments or other expenditure authority to allow CJC to meet its payment obligations under this Agreement.
    - b. Immediately upon written notice to Grantee if state or Federal laws, regulations or guidelines are modified, changed or interpreted in such a way that the CJC does not have the authority to provide grant funds for the Program or no longer has the authority to provide the grant funds from the planned funding source.
    - c. Immediately upon written notice to Grantee, if any license or certificate required by law or regulation to be held by Grantee to implement the Program is for any reason denied, revoked, suspended, not renewed or changed in such a way that Grantee no longer meets requirements to operate the Program.
    - d. Immediately upon written notice to Grantee, if CJC determines that there is a threat to the health, safety or welfare of any individual receiving Services as part of the Program.
  2. Grantee Termination. Grantee may terminate this Agreement:
    - a. Upon 30 days advance written notice to CJC, if 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. If Grantee terminates this Agreement under this Section, 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 prior to the termination date of this Agreement in accordance with the terms and conditions of this Agreement.
    - b. CJC fails to pay Grantee any amount pursuant to the terms of this Agreement, and CJC fails to cure such failure within 30 days after Grantee's notice or such longer period as Grantee may specify in such notice.
    - c. CJC commits any material breach or default of any covenant, warranty, or obligation under this Agreement or fails to perform its commitments hereunder within the time specified or any extension thereof, and CJC fails to cure such breach, default or failure within 30 days after Grantee's notice or such longer period as Grantee may specify in such notice.
  3. **Effect of Termination. Upon termination of this Agreement, CJC shall have no further obligation to disburse grant moneys to Grantee, whether or not the entire grant has been disbursed to Grantee, and Grantee's authority to expend previously disbursed grant funds shall end. 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 under this Agreement, or with respect to portions of the Program actually implemented. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Grantee's representations and warranties, reporting obligations, record-keeping and access obligations, obligation to comply with applicable law, the restrictions and limitations on Grantee's expenditure of grant funds actually received by Grantee hereunder, Grantee's indemnification obligations, Grantee's obligations related to Work Product, Grantee's obligation to repay any overpayment of grant funds or CJC's right to recover any grant funds from Grantee in accordance with the terms of this Agreement.**

4. **Return of Property. Upon termination of this Agreement for any reason whatsoever, Grantee shall immediately deliver to CJC all CJC property (including without limitation any Work or Work Products for which CJC has made payment in whole or in part) that is in the possession or under the control of Grantee in whatever stage of development and form of recordation such CJC property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Grantee shall immediately cease all activities under this Agreement, unless CJC expressly directs otherwise in such notice of termination. Upon CJC request, Grantee shall surrender to anyone CJC designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.**

## V. Representations and Warranties

Grantee represents and warrants to CJC as follows:

- A. **Existence and Power.** Grantee is a political subdivision of the State of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- B. **Authority, No Contravention.** The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Grantee's charter, if any, or other organizational documents, and (c) 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 are bound or affected.
- C. **Binding Obligation.** This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.
- D. **Approvals.** 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.

The Grantee, by signature of its authorized official, hereby acknowledges that it has read this Agreement, understands it, agrees to be bound by its terms and conditions (including all references to other documents) and that the authorized official executing this Agreement on its behalf is authorized to execute this Agreement. Failure to comply with this Agreement and with applicable State and Federal laws, rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the Agreement, denial of future grants, and damages to CJC.

**Approved by Grantee**

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Signature of Authorized Grantee Official

Date

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Name/Title

---

Federal Tax ID Number

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State Tax ID Number

**Approved by Oregon Criminal Justice Commission**

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Craig Prins, Executive Director  
Oregon Criminal Justice Commission

Date

**Approved for Legal Sufficiency**

(Required for Agreements in excess of \$100,000)

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Assistant Attorney General

Date

## APPENDIX F CERTIFICATION of EEO COMPLIANCE

<b>Grant Award #:</b>	<b>Grant Title</b> (e.g. Byrne, JAG, RSAT):		
<b>Grantee Name</b> (Funded Entity):			
<b>Address:</b>			
<b>Program Period:</b> Beginning Date:		Ending date:	<b>Award Amount: \$</b>
<b>Contact Name, Phone # and Email address:</b>			

The purpose of an Equal Employment Opportunity Plan (EEOP) is to insure full and equal participation of men and women in the workforce regardless of race or national origin. Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP) to prepare, maintain on file, submit for review, and implement an EEOP in accordance with 28 CFR 42.301-308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP for review. Grantees must certify that they comply with, or are not covered by, EEOP regulations. It is the responsibility of Oregon State Police (OSP) to monitor grantee compliance with these requirements.

Grantees must prepare, implement, and maintain an EEOP related to employment practices affecting minority persons and women if all of the following are true:

- 1) have 50 or more employees; **and**
- 2) received \$25,000 or more in Federal grant funds, **and**
- 3) have a service population with a minority representation of 3 percent or more (if less than 3 percent minority representation in service population, an EEOP must still be prepared, but related to employment practices affecting women only).

If a grantee meets criteria 1 and 3, and has received a single award of \$500,000 (or \$1 million within an 18-month period) an EEOP must be filed with the Office for Civil Rights, Office of Justice Programs for review.

Check the box before **ONLY THE ONE APPROPRIATE CERTIFICATION** (A, B, C1 or C2 below) that applies to this grantee agency over the period of time that includes the program period referenced above.

**CERTIFICATION A: NO EEOP IS REQUIRED** if (1), (2) or (3), below, apply. Check (1), (2) and/or (3) as they apply to your entity. (More than one may apply.)

This funded entity has not been awarded more than \$1 million cumulatively from *all* programs administered by the U.S. Department of Justice, including this grant from Criminal Justice Services of the Oregon State Police, over the period of time that includes the above program period and

- is an educational, medical or non-profit organization institution or an Indian tribe; and/or
- has less than 50 employees; and/or
- was awarded less than \$25,000 in Federal U.S. Department of Justice funds through the grant referenced above.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et seq.

**CERTIFICATION B: EEOP MUST BE ON FILE**

This funded entity, a for-profit entity or a state or local government having 50 or more employees, was awarded more than \$25,000, but less than \$500,000 in Federal U.S. Department of Justice funds through the grant referenced above. Also, it has not been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice, including the grant referenced above, over the period of time that includes the above program period.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Oregon State Police or the Office for Civil Rights, Office of Justice Programs as required by relevant laws and regulations.

**CERTIFICATION C1: EEOP MUST BE SUBMITTED**

This funded entity, a for-profit entity or a state or local government having 50 or more employees, was awarded more than \$500,000 in Federal U.S. Department of Justice funds through the grant referenced above, but it has not been awarded more than \$1 million cumulatively from *all* programs administered by the U.S. Department of Justice, including this grant from the Oregon State Police, over the period of time that includes the above program period.

Therefore, I hereby certify that the funded entity will submit, within 60 days of receipt of award, an EEOP or an EEOP Short Form that will include a section specifically analyzing the grantee agency.

**CERTIFICATION C2: EEOP MUST BE SUBMITTED**

This funded entity, having 50 or more employees, has been awarded more than \$1 million cumulatively from *all* programs administered by the U.S. Department of Justice, including this grant from the Oregon State Police, over the period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity will submit, within 60 days of receipt of award, an EEOP or an EEOP Short Form that will include a section specifically analyzing the grantee agency. (If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.)

**AUTHORIZED OFFICIAL'S CERTIFICATION:**

As the Authorized Official for the above grantee, I certify by my signature below that:

I have read and am fully cognizant of our duties and responsibilities under this Certification.

This agency will maintain and submit when required, data to ensure our services are delivered in an equitable manner to all segments of the service population and our employment practices comply with Equal Opportunity requirements, 28 CFR 42.207 and 42.301 et seq.

That the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit a finding to the Oregon State Police, Criminal Justice Services, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 60 days of receipt of award. A copy of this Certification will be provided to the person responsible for reporting civil rights findings of discrimination.

\_\_\_\_\_  
**Authorized Official's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Typed Name**

\_\_\_\_\_  
**Title**

\* \* \* \* \*

*This original signed form must be returned to the Oregon State Police, c/o CJC, 885 Summer Street NE, Salem, OR 97301, within 60 days of receipt of award. OSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. Please retain a copy for your records.*

*For more information regarding EEOP requirements, please access the Office for Justice Programs, Office for Civil Rights web page at: [www.ojp.usdoj.gov/ocr/eeop.htm](http://www.ojp.usdoj.gov/ocr/eeop.htm)*

## APPENDIX G AUDIT CERTIFICATION

Grantee Name:				
Grantee Address:				
Contact Name and Title:			Phone #:	
Grant # (s):		Tax ID #:		Fiscal Period End Date:

Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted in accordance with OMB Circular A133, *Audits of States, Local Governments, and Non-Profit Organizations*.

Non-Federal entities that expend less than \$500,000 in a year in Federal awards are exempt from Federal audit requirements for that year. Records must be available for review or audit by officials of the Federal agency, OSP, and General Accounting Office (GAO).

Please complete the appropriate section below and submit the completed and signed form and required documentation

**within 60 days after the end of your fiscal year to:**

Oregon State Police c/o CJC  
855 Summer Street NE, Salem, Oregon 97301  
Fax # (503) 378-4861

**Section A: Organization subject to the requirements of OMB Circular A-133**

Please check one of the following and provide all appropriate documents:

- I hereby certify that for the fiscal year ended \_\_\_\_ (date):
1. The auditor's report on financial data states that the audited information is fairly stated in all material respects; and
  2. The administration of our Federal projects has been audited in accordance with OMB Circular A-133 and there were no material instances of noncompliance with Federal laws and regulations or reportable conditions; and
  3. There were no findings of noncompliance in the audit report that are specifically related to the subrecipient award(s); and
  4. Management has addressed the resolution of previous-year findings from prior audit reports if related to the subrecipient award(s).

Auditor's report filed on \_\_\_\_ (date). **Enclosed is a copy of the audit report.**

- We have completed our OMB Circular A-133 audit for the fiscal year ended \_\_\_\_ (date), and material noncompliance issues and/or reportable conditions were noted. **Enclosed is a copy of the audit report and our response.**
- We have not completed our OMB Circular A-133 audit for the fiscal year ended \_\_\_\_ (date). We expect the audit to be completed by \_\_\_\_ (date). Within thirty (30) days of completion of the A-133 audit we will provide a new Audit Certification along with the audit report and response (if applicable).

**Section B: Organization NOT subject to the requirements of OMB Circular A-133**

Our organization is not subject to the requirements of OMB Circular A-133 because we (please check one of the following):

- Did not expend \$500,000 or more of Federal funds during the fiscal year (complete Federal funds expenditure chart below).
- Are a for-profit organization.
- Are exempt for other reasons (explain):

Federal Grantor	Pass-through Grantor	Program Name	CFDA Number	Expenditures

---

**Total Federal Expenditures for this Fiscal Year**

Failure to submit this or a similar statement, or failure to submit a completed single audit package as required by the required due date may result in suspension of funding and may affect eligibility for future funding.

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Authorized Signature

---

Printed Name

---

Title

**APPENDIX H**  
**10 Key Components of Drug Courts**  
***(National Association of Drug Court Professionals)***

**Key Component #1:** Drug courts integrate alcohol and other drug treatment services with justice system case processing.

**Key Component #2:** Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights.

**Key Component #3:** Eligible participants are identified early and promptly placed in the drug court program.

**Key Component #4:** Drug courts provide access to a continuum of alcohol, drug, and other related treatment and rehabilitation services.

**Key Component #5:** Abstinence is monitored by frequent alcohol and other drug testing.

**Key Component #6:** A coordinated strategy governs drug court responses to participants' compliance.

**Key Component #7:** Ongoing judicial interaction with each drug court participant is essential.

**Key Component #8:** Monitoring and evaluation measure the achievement of program goals and gauge effectiveness.

**Key Component #9:** Continuing interdisciplinary education promotes effective drug court planning, implementation, and operations.

**Key Component #10:** Forging partnerships among drug courts, public agencies, and community-based organizations generates local support and enhances drug court program effectiveness.

## APPENDIX I Outcome Based Practices

### **Background:**

NPC Research is a leading and well-respected evaluator and researcher of drug courts. An NPC research report titled, “Exploring the Key Components of Drug Courts: A Comparative Study of 18 Adult Drug Courts on Practices, Outcomes, and Costs,” revealed the following:

“Given the rapid expansion of drug courts across the country, there has been interest in standardizing the drug court model. The National Association of Drug Court Professionals led this effort in their groundbreaking publication, *Defining Drug Courts: The Key Components* (National Association of Drug Court Professionals, 1997). In this work, they prescribe 10 operational characteristics that all drug courts should share as benchmarks for performance. These include practices such as drug testing, judicial interaction with participants, and the integration of alcohol and other drug treatment services with justice system case processing.

“Today, the 10 Key Components are well established and ubiquitous among drug court systems. However, the key components are essentially guidelines for implementation and leave much room for each drug court’s interpretation. For example, the key components prescribe frequent drug testing of participants but do not specify the preferred method of testing or define ‘frequent.’ They prescribe independent evaluations and periodic staff trainings; however, the frequency of these activities is not addressed. In practice, each drug court’s adherence to the 10 Key Components may look very different.”

The research report explores how different drug court programs implementing the 10 Key Components and how practices vary across programs. It also examines whether and how the practices have impacted program costs, participant outcomes, and outcome costs related to participant criminal justice recidivism.

In brief, NPC found that drug court programs that incorporated the following practices within each of the 10 key components produced the best outcomes and cost savings. Therefore, CJC has incorporated these practices into the Measure 57 Intensive Drug Court Grant Program request for grant proposal guidelines in an attempt to garner better outcomes and foster more consistency than what has been experienced with drug courts as usual. This will enhance the evaluation process and provide optimal data to test the theory that that a stringent drug court program combined with intensive supervision will reduce recidivism among the drug dependent members of the Measure 57 offender population at a higher rate than a prison sentence or supervision as usual.

## **Outcome-Based Practices within the 10 key Components:**

### Component #1:

- The Treatment provider(s) (or a treatment supervisor responsible for overseeing participant treatment) attends every court session

### Component #2:

- The Prosecutor attends every team meeting
- The Public Defender attends every team meeting
- Prosecutor and Public Defender attend court sessions

### Component #3:

- Ideally, participants should enter the program within 20 days of arrest. If that is not possible, participants should enter the program as soon thereafter as possible

### Component #4:

- Basic requirements for all participants on frequency of treatment sessions (e.g., 2 to 3 group sessions per week)
- Program takes 1 or more years for participant completion
- Programs have a phase that focuses on relapse prevention
- Programs use a single treatment agency

### Component #5:

- Programs require greater than 90 days clean before graduation
- Programs require random drug testing at least 2 times per week in the first phase.
- Programs receive test results within 48 hours of sample collection

### Component #6:

- Programs have Judge be the sole provider of rewards.
- Programs ensure the possibility of jail as a sanction is readily available
- Programs have written rules for team response to participant behaviors (see the CJC website for examples of written sanction and incentive guidelines).

### Component #7:

- The Judge is assigned for a term of greater than two year or indefinitely.
- Programs require participants to attend court sessions every week in the first phase.
- Programs require participants attend court sessions 1 time per month in the last phase.
- Judges spend at least 3 minutes with each participant in Court

### Component #8:

- Programs use electronic databases
- Programs use evaluation feedback and program statistics to modify program practices as needed

Component #9:

- Programs provide formal training for all team members
- All new hires go through formal training or orientation
- Team members receive training prior to program implementation

Component #10:

- Program includes law enforcement representation at every team meeting
- All team members attend every team meeting
- Programs have formal partnerships with community members

## **APPENDIX J**

### **Screening and Assessment Guidelines**

#### **Overview:**

The Oregon Risk Assessment Tool will be utilized to assess risk and the TCU Drug Screen Tool II will be utilized to assess addiction severity. For those who are approved to enter the program, participation will be made a court-ordered condition of supervision and the consequence for program failure will be a part of the court order as well. For examples of procedural guidelines for post adjudication Courts that conduct screening and assessment prior to sentencing, see the additional application materials available at our website- [oregon.gov/cjc](http://oregon.gov/cjc).

These screening tools are not necessarily intended to replace other risk and needs assessments (e.g. OCMS or LSCMI) currently in use. CJC recommends use of a validated risk and needs assessment like the LSCMI to determine appropriate service levels.

Please note that for those Counties participating in the Random Assignment research project, program placement (after the screening and assessment process is complete) may be subject to slightly different guidelines.

#### **The Oregon Risk Assessment Tool:**

The Oregon Risk Assessment Tool requires the offender's SID number and the ORS number for the highest level Measure 57 crime or conviction. The Tool then pulls data from the CCH and displays the offender's factors and risk scores. The risk score is based on felony re-arrest, property re-arrest for Measure 57 charges and reconviction of felony and violent re-arrest. The risk tool currently has a different cut off point for each risk score and the goal is to make it consistent throughout the program.

The tool will be available for review prior to award notification.

#### **TCU Drug Screen Tool II:**

The TCU Drug Screen Tool II is a 15 question self-administered screening tool that can be downloaded from the Texas Christian University website at no charge. According to the Texas Christian University Institute of Behavioral Research, "Classification criteria for drug dependence and abuse outlined in the *Diagnostic and Statistical Manual, IV* (DSM-IV; APA, 1997) are used in the TCU Drug Screen II for assessing addiction problems. It efficiently gauges offenders' drug use history, the severity of their drug use, and their readiness and motivation for treatment."

To view the tool, please click on <http://www.ibr.tcu.edu/pubs/datacoll/Forms/ddscreen-95.pdf>

## APPENDIX K Data Collection and Measurement

### Overview:

The goal of the Measure 57 Intensive Drug Court Grant Program is to reduce recidivism for high risk drug dependent offenders convicted of, or on felony supervision for, a crime listed in Appendix L. In addition to the standardized performance measures, the following Measure 57 Program specific performance measures have been pre-determined to ensure that consistent data is gathered state-wide. As indicated below, data reporting will occur on a quarterly or yearly basis, in a narrative and/or percentage format. **Applicants are asked to set their own percentages for expected change.**

Awardees are expected to provide the following data on a **Quarterly basis**:

1. Average number of months to graduation.
2. Percentage of graduates who remained clean for a minimum of 90 days prior to graduation.
3. Average time it takes to receive urinalysis results after sample is taken.
4. Describe all formal training opportunities provided for and attended by your drug court team. Please include training and orientation provided to new hires.

Awardees are expected to report on the following Standardized Drug Court Performance Measures (Approved by the Chief Justice Advisory Committee on Treatment Courts in 2005) on a **Quarterly basis**:

1. Objective: Accountability  
Measure: Graduation Rate  
Percentage of entrants who achieve graduate status
2. Objective: Accountability  
Measure: Retention Rate  
Percentage of entrants who stay in the program 90 days, 180 days, etc.
3. Objective: Accountability  
Measure: Court attendance compliance  
Percentage of court dates met
4. Objective: Accountability  
Measure: AOD attendance compliance  
Percentage of treatment dates met

Awardees are expected to report on the following Measure 57 Program Specific Performance Measures on an **Annual basis**:

1. Objective: Increase Employment  
Performance Measure: Percent change in the number of participants employed

between entry in the Program and one year following participation/graduation.

2. Objective: Increase Housing Stability  
Performance Measure: Percent change in the number of participants living 90 days or more in the same residence between entry in the Program and one year following participation/graduation
3. Objective: Increase Wage Rate  
Performance Measure: Percent change in wages between entry and one year following participation/graduation
4. Objective: Increase Education  
Performance Measure: Percent change in education level between entry and one year following participation/graduation
5. Objective: Prompt Program Entry  
Performance Measure: Time to enter the Program after arrest

Awardees are additionally expected to include the following information in the first quarter report (All subsequent reporting will include any updates or changes):

1. Describe formal partnerships with community members.
2. Describe law enforcement participation on your team.
3. Describe procedures for notifying participants about Program rules.
4. Describe frequency of Court attendance required of participants in each phase.
5. Describe frequency of treatment sessions required of participants for each phase. Please include whether your program incorporates an aftercare or relapse prevention phase.
6. Describe procedure for number of drug tests required in each phase.
7. Describe procedure for utilizing feedback and Program statistics to modify practices.
8. How long has your drug court judge(s) been involved with the Program? Have there been any changes in relation to the drug court judge(s)?

**APPENDIX L**  
**Qualifying Offenses**

1. Aggravated theft in the first degree (ORS 164.057)
2. Burglary in the first degree (ORS 164.225)
3. Robbery in the third degree (ORS 164.395)
4. Identity theft (ORS 165.800)
5. Aggravated identity theft (ORS 165.803)
6. Theft in the first degree (ORS 164.055)
7. Unauthorized use of a vehicle (ORS 164.135)
8. Mail theft or receipt of stolen mail (ORS 164.162)
9. Burglary in the second degree (ORS 164.215)
10. Criminal mischief in the first degree (ORS 164.365)
11. Computer crime (ORS 164.377)
12. Forgery in the first degree (ORS 165.013)
13. Criminal possession of a forged instrument in the first degree (ORS 165.022)
14. Fraudulent use of a credit card (ORS 165.055)
15. Possession of a stolen vehicle (ORS 819.300)
16. Trafficking in stolen vehicles (ORS 819.310)

## **APPENDIX M ARRA Requirements**

The requirements contained in this Exhibit D apply to all funding under this Agreement that is provided from ARRA funds.

### **1. COMPLIANCE WITH ARRA REQUIREMENTS**

Recipient specifically agrees to comply with all requirements of the American Recovery and Reinvestment Act of 2009, Pub.L.111-5 (“ARRA” or “the Act”) and the ARRA-related terms and conditions of this Agreement. Recipient understands and acknowledges that the federal stimulus process is still evolving and that new requirements relating to ARRA compliance may still be forthcoming from the federal government and the State of Oregon. Accordingly, Recipient specifically agrees that both it and its subcontractors will comply with all current requirements and all future requirements of the federal government and the State of Oregon while this Agreement is in force.

### **2. REGISTRATION**

Under Section 1512 of the Act, Recipient shall obtain a Dun and Bradstreet Data Universal Numbering System (“DUNS”) number, and have registered with the Central Contractor Registration (“CCR”), on or before full execution of this Agreement. Recipient shall keep its DUNS and CCR information current, while this Agreement is in force.

### **3. REPORTING**

Under Section 1512 of ARRA, state agencies receiving ARRA funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain at least the information outlined below. Accordingly, Recipient agrees to provide the State with the following information on or before the third day following the end of the calendar quarter, in order for the State to timely provide the required information to the federal government, as well as any additional information requested by ODOE that is required by the federal agency that is the source of the ARRA funds.

Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of ARRA are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824 (to become part of 2 CFR 176)] See also OMB guidance memo M-09-21, Implementing Guidance for the Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009 (June 22, 2009), as supplemented, and any additional guidance that OMB may later issue. Final reporting rules and an online recipient reporting tool will be provided at [www.FederalReporting.gov](http://www.FederalReporting.gov).

### **4. WHISTLEBLOWER PROTECTION**

Recipient shall, and in its subcontracts shall require its subcontractor to, comply with Section 1553 of ARRA, which prohibits all non-federal contractors of ARRA funds, including the State of Oregon, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee as a reprisal for the employee’s disclosure of information that the employee reasonably believes is evidence of: (a) gross mismanagement of a contract or grant relating to ARRA funds; (b) a gross waste of ARRA funds; (c) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (d) an abuse of authority related to implementation or use

of ARRA funds; or (e) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. Recipient shall, and in its subcontracts shall require its subcontractors to, post notice of the rights and remedies available to employees under Section 1553 of ARRA.

## **5. PROHIBITION ON USE OF ARRA FUNDS**

Under Section 1604 of ARRA, Recipient agrees that none of the funds made available under this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools or similar projects.

## **6. INSPECTION OF RECORDS**

Recipient shall comply with Section 902 of ARRA, which grants the U.S. Comptroller or its designated representatives the authority “to examine any records of the Contractor or any of its subcontractors, or any state or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract;” and “to interview any officer or employee of the Contractor or any of its subcontractors, or of any state or local government agency administering the contract, regarding such transactions.”

Recipient shall comply with Section 1515 of ARRA, which grants the Inspector General or its designated representatives the authority “to examine any records of the Contractor or grantee, any of its subcontractors or subgrantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant;” and “to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.”

## **7. BUY AMERICAN**

Recipient agrees that under Section 1605 of ARRA, neither Recipient nor its subcontractors will use ARRA funds for a project for the construction, alteration, maintenance or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States. Recipient understands that this requirement may be waived only by the applicable federal agency in limited situations as set out in Section 1605 of ARRA. Application of this requirement will be consistent with United States obligations under international agreements.

## **8. PREVAILING WAGES**

Under Section 1606 of ARRA, Recipient shall comply and shall require its subcontractors to fully comply with this section in that, notwithstanding any other provision of law and in a manner consistent with the other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under ARRA must be paid wages at rates not less than those prevailing on projects of a similar character in the locality, as determined by the United States Secretary of Labor under subchapter IV of chapter 31 of title 40 of the United States Code. The United States Secretary of Labor's determination, regarding the prevailing wages applicable in the State of Oregon, are located at: <http://www.gpo.gov/davisbacon/or.html>.

## **9. SIGNAGE**

In addition to any other signage requirements that the State may require, Recipient shall post ARRA signage to designate the project as a federal stimulus recovery project. The following website contains the ARRA logo: <http://www.recovery.gov/?q=node/203> or from ODOE.

**10. FALSE CLAIMS ACT**

Recipient shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act (31 U.S.C. §§ 3729-3733) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

**11. ENFORCEABILITY**

Recipient agrees that if Recipient or one of its subcontractors fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the federal agency or the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

**12. SEGREGATION OF FUNDS**

Recipient shall segregate obligations and expenditures of ARRA funds from other funding. No part of funds made available under ARRA may be commingled with any other funds or used for a purpose other than that of making payments for costs allowable under ARRA.

**13. SUB-RECIPIENT AGREEMENTS**

Recipient shall include these standard terms and conditions, including this requirement, in any of its subcontracts in connection with projects funded in whole or in part with funds available under ARRA.

**14. CONFLICTING PROVISIONS**

Recipient agrees that, to the extent ARRA requirements conflict with State requirements, the ARRA requirements control.

**15. STATE OF OREGON WORKSOURCE POSTING REQUIREMENTS**

Recipient shall list any job openings at Recipient's firm/business through WorkSource Oregon. Recipient shall also require its subcontractors and sub-consultants to list any job openings at the subcontractor's/sub-consultant's firms/businesses through WorkSource Oregon. Recipient is not required to list job openings (or require listing by Recipient's subcontractors or sub-consultants), where an employer, contractor, or subcontractor of an ARRA-funded State contract intends to fill the job opening created by ARRA funding with a present employee, a laid-off former employee, or a job candidate from a previous recruitment.