

FY 2015-2017 REQUEST for GRANT PROPOSALS (RFGP)
APPLICATION INSTRUCTIONS AND REQUIREMENTS

OREGON CRIMINAL JUSTICE COMMISSION
JUSTICE REINVESTMENT GRANT PROGRAM

CRIMINAL JUSTICE COMMISSION
885 Summer St NE
Salem, OR 97301

EXPEDITED ELECTRONIC APPLICATION DUE DATE:
August 19, 2015

FINAL ELECTRONIC APPLICATION DUE DATE:
October 14, 2015

Oregon Criminal Justice Commission

The mission of the Oregon Criminal Justice Commission (CJC) is to improve the legitimacy, efficiency, and effectiveness of state and local criminal justice systems.

We do this by:

- Providing a centralized and impartial forum for statewide policy development and planning;
- Developing a long-range public safety plan for Oregon;
- Analyzing capacity and use of state prisons and local jails, implementation of community corrections programs, and methods to reduce future criminal conduct;
- Funding and evaluating Oregon's drug courts;
- Conducting research;
- Developing fiscal and racial / ethnic impact estimates of crime-related legislation;
- Providing a statistical and data clearinghouse for criminal justice;
- Administering Oregon's felony sentencing guidelines; and
- Staffing the Public Safety Task Force and other advisory committees.

Availability and Duration of Funding

CJC intends to award state general funds for expenses incurred after July 1, 2015 for the Justice Reinvestment Grant Program (JRGP). The 2015 Oregon Legislature allocated \$38.7 million to JRGP for payments to counties in the 2015-17 Legislatively Approved Budget. This is a one-time solicitation, offering support for a maximum period of 24 months beginning July 1, 2015 through June 30, 2017.

Definitions

As used in OAR 213-060-0010 to 213-060-0140, unless the context indicates otherwise:

- (1) "Commission" means the Oregon Criminal Justice Commission.
- (2) "Community-based programs" includes:
 - (a) Work release programs;
 - (b) Structured, transitional leave programs;
 - (c) Evidence-based programs designed to reduce recidivism that include the balanced administration of sanctions, supervision and treatment;
 - (d) Administering a reentry court under Section 29, Chapter 649, 2013 Oregon Laws;
 - (e) Specialty courts aimed at medium-risk and high-risk offenders; and
 - (f) Evidence-based policing strategies.
- (3) "County" includes a regional collection of counties.
- (4) "Grant Review Committee" means the Justice Reinvestment Grant Review Committee established under Section 53, Chapter 649, 2013 Oregon Laws.
- (5) "Program" means a program that is cost-effective as defined in ORS 182.515(2) as that is an evidence based program as defined in ORS 182.515(3), that is a program as defined in ORS 182.515(4), and that utilizes scientifically based research as defined in ORS 182.515(5).
- (6) "Recidivism" has the meaning provided in ORS 423.557(1)(a).
- (7) "Trauma informed services" means providing the foundation for a basic understanding of the psychological, neurological, biological, and social impact that trauma and violence have on individuals, while incorporating proven practices into current operations to deliver services that acknowledge the role that violence and victimization play in their lives.

Eligible Applicants

Eligible applicants include Oregon counties that demonstrate strong collaborative partnerships with stakeholders and community partners.

The Grant Review Committee will accept one application per County. If more than one application is submitted by the county, the Grant Review Committee will only consider the application that received support from the Local Public Safety Coordinating Council (LPSCC).

LPSCC's may submit a multi-county application on behalf of a consortium of governmental and nongovernmental partners to design and implement a strategy to further the goals of the region's Justice Reinvestment efforts. If a regional approach is taken, a single county must serve as the main applicant for purposes of administering the grant agreement. One fiscal agent must be designated to act on behalf of the county to oversee coordination and manage any sub awards.

The application cover sheet must be signed by the LPSCC Chair.

Deadlines

All applications are due by 5:00 p.m. on October 14, 2015. Expedited applications received by 5:00 p.m. on August 19, 2015 will be reviewed for approval and funding prior to the **final** application deadline on October 14.

Contact Information

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

Posting Date: July 15, 2015

CONTENTS

Posting Date	2
I. Overview	4
II. Deadlines.....	4
III. Specific Information.....	4-5
IV. Allowable Uses for Award Funds	5-6
V. Amount and Length of Award.....	6
VI. Program Evaluation and Performance Measures.....	6-7
VII. How to Apply.....	7
Estimated Grant Application Timetable	7
VIII. Application Contents.....	8-11
1. Application Meets HB 3194 Requirements.....	8
2. Cover Sheet.....	8
3. Program Narrative: Part 1.....	8-10
4. Program Narrative: Part 2.....	10
5. Evaluation Plan: Part 3.....	10-11
6. Proposed Budget Worksheet: Part 4	11
7. Racial and Fiscal Impact Statement	11
8. Optional Attachment: Part 5.....	11
X. Application Review and Award Decisions.....	12-13
Review Process	12
Award Decisions; Protests	12
Award Conditions	13
XI. Monitoring	13
Progress Reports and Due Dates	13
XII. Distribution of Funding	13
XIII. Grant Suspension or Termination.....	14

Appendix A: EXAMPLE Grant Award Agreement

Exhibit A: Project Description and Budget

Exhibit B: Grant Application

Exhibit C: Sub agreement Insurance Requirements

Appendix B: Justice Reinvestment Formula Disbursement

Appendix C: FAQ – Community Based Victims Services 10%

Appendix D: Racial and Fiscal Impact Statement Form

I. Overview

Between 2000 and 2010 Oregon's prison population increased nearly 50 percent and the state's prison population was projected to continue to increase driving up prison costs. During this time, Oregon's imprisonment rate remained below the national average but grew more than three times faster than the national average. As Oregon's prison population has grown, the state's biennial corrections budget has expanded by nearly 40 percent since 2001-03 to more than \$1.6 billion in 2015-17. The governor organized a bipartisan, interagency commission to analyze corrections and sentencing policies called the Commission on Public Safety. The commission's final report laid the necessary groundwork and Oregon passed Justice Reinvestment legislation in July 2013 as House Bill (HB) 3194¹. The bill is expected to reduce Oregon's prison population by 870 inmates, saving \$326 million in averted costs by 2023. As of October 1, 2014 Oregon's prison population is approximately 300 beds below where it was estimated to be before the passage of HB 3194.

Justice Reinvestment is Oregon's proactive approach to controlling prison growth and investing the avoided operational prison costs in Oregon's local criminal justice systems. The goals of Justice Reinvestment are to reduce prison population, reduce recidivism, increase public safety, and increase offender accountability. Prior to the passage of HB 3194, the April 2013 corrections forecast estimated an Oregon prison population of 15,351 inmates by July 1, 2017. The latest forecast, issued in April 2015, projects only 14,587 inmates by July 1, 2017. As of March 1, 2015, the state is housing 342 fewer inmates than forecasted in April 2013, prior to the passage of HB 3194. Both the current reduction and the expected 764 bed reduction by the end of the 2015-2017 biennium are based, in large part, on the successful implementation of the sentencing changes and Justice Reinvestment grants created in HB 3194. The proportion of grants funds available to each county shall be determined in accordance with the formula used to distribute baseline funding under ORS 423.483.

Participating in Justice Reinvestment means developing evidence-based capacity and programming that increases public safety, improving collaboration among criminal justice stakeholders, analyzing criminal justice data to develop policy and strategies that meet the goals of HB 3194. The purpose is to improve public safety systems in order to give local officials meaningful options that can get at some of the root causes of crime. When counties invest in evidenced based programs that are tested and proven to work, the outcomes in Oregon will be a decreased utilization of department of corrections beds and a decrease in recidivism rates, all while public safety is increased and offender accountability is maintained. The modest sentencing changes combined with investments by the legislature are projected to continue to stave off prison growth that would have cost Oregon approximately \$53 million dollars in the 2015-2017 biennium. CJC has established Regional Implementation Councils (RICs) to provide regular feedback to LPSCC's about prison use, sentencing impacts and other impacts. Justice Reinvestment calls for rigorous outcome evaluations, when possible, and the adoption of a cost-benefit analysis tool to assure state criminal justice investments are cost-effective.

II. Deadlines

Applicants have two deadline options for submitting a completed application. All applications must be submitted by 5:00 p.m. on October 14, 2015. CJC is offering an early submission date for counties or regions that do not require a full 90 days to complete the application. Expedited applications received by 5:00 p.m. on August 19, 2015 will be reviewed for approval and funding prior to the **final** application deadline on October 14. See "How to Apply" on page 7 for details.

III. Specific Information

Program Goals

Justice Reinvestment is Oregon's approach to controlling prison growth by investing the avoided operational prison costs into Oregon's local criminal justice systems, reducing recidivism, increasing public safety and increasing offender

¹ Oregon Legislature, House. 77th Assembly, 2013, HB 3194. Accessed September 2014. Available from <https://olis.leg.state.or.us/liz/2013R1/Downloads/MeasureDocument/HB3194/Enrolled>

accountability. This grant opportunity encourages counties to increase collaboration among public safety stakeholders and implement evidence-based programs using data analysis to inform local strategies.

JRGP is a state grant program monitored by the CJC requiring a data-driven approach that: (1) analyzes criminal justice trends to understand drivers of local prison use; (2) promotes the effective implementation of investments that increase public safety and improve offender accountability; (3) measures the impact of the policy changes and reinvestment resources; and (4) ties results to future funding. CJC has developed the JRGP to assist localities in fulfilling the requirements of HB 3194 with the expectation that the ultimate impact will be to:

- 1) **Reduce prison populations** and avert future prison construction;
- 2) **Reduce recidivism** through evidence-based practices and data-driven research;
- 3) **Increase public safety** through collaboration; and
- 4) **Increase offender accountability.**

➤ **NOTE:** Each application must address all four (4) requirements of HB 3194.

The purpose of this grant program is to provide funding to counties to plan, implement, or expand initiatives that increase public safety, avert prison costs, and improve the accessibility and effectiveness of offender services that reduce recidivism and increase accountability.

Innovative strategies that align with the goals of HB 3194 are expected. These strategies should be developed into clearly articulated proposals with objectives that link to the goals of HB 3194. Proposed programs and/or activities should be specific, building upon existing research and “evidence-based” practices.

IV. Allowable Uses for Award Funds

Allowable uses for award funds to help counties improve local systems can include the following activities.

- **Develop and implement community-based and evidence-based programs and strategies.** Crime reduction approaches should be based on empirical research. Strategies targeted at key decision points in the system should cite and describe the research supporting the proposed evidence-based strategy(s). Community-based programs include work release programs, transitional leave programs, programs that balance the administration of sanctions, supervision and treatment, reentry courts and specialty courts aimed at medium and high risk offenders. The proposals should include the policy implications, potential outcomes, and the methods for applying knowledge to practice.
- **System mapping to align local criminal justice system processes.** A system map is an effective approach to bring about system alignment. A system map depicts the flow of a case through the criminal justice system reflecting the process and key decision makers at each point in the system. Developing a system map will show how the system “works” and how each point in the system interacts with the others. The system map will provide an awareness and understanding, sometimes leading to identification of inefficiencies that can be quickly resolved.
- **Building a genuine, collaborative LPSCC and engaging in Regional Implementation Councils (RICs).** The LPSCC should be a highly functioning group with a shared purpose of improving the local criminal justice system. Key decision makers and stakeholders should participate directly in an ongoing process of collaborative policymaking for the local system. The team should work together to share information, develop common goals, and create strategies to support those goals. Constructive dialogue is critical for effective collaboration and positive engagement. Counties should collaborate within and across jurisdictions to identify drivers of criminal justice costs and discuss new ways of reinvesting scarce resources in order to benefit public safety and communities. This

requires a systematic and data-driven examination of types of crime and offender population at key decision points within the system.

- **Develop and implement the collection, analysis and use of data and information to inform decisions.** Systems should improve processes and activities of harm reduction at key decision points with the use of data and information. The data provides insight about what “works”. The proposal should identify the targeted decision point, baseline measures, the ongoing objective collection of quality data, and analysis. Further, this requires a feedback loop in order to share data and information that is understood and useful to collaboratively modify policy and practice.
- **Promote the use of evidence-based programs that provide substance abuse, mental health, and behavioral health treatment; diversion programming; aftercare; and reentry services.** Performing risk and need assessments provides the ability to administer effective and appropriate community-based treatment and interventions. Services must align with the principles of effective intervention, meet the needs of the target populations, be implemented with fidelity, and achieve expectations of performance outcomes. Appropriate uses include (not limited to) utilizing a validated risk and needs assessment; ensuring treatment meets dosage and responsivity needs; training in evidence-based practices; and building community supports and capacity to support victims and offenders.
- **Provide specialized training to law enforcement officers to enhance their conflict resolution, mediation, problem solving, service, and other skills needed to work in partnership with members of the community.** Building police-community relationships to build trust and develop partnerships to address local needs and increase involvement in problem-solving efforts. The initiative seeks to improve the paradigm between the justice system (prosecution, conviction and punishment of offenders) and problem resolution in communities.
- **Victim Services and Supports.** Two kinds of victim service funding is contemplated in this solicitation, community-based and system-based. 10% of award funds are to be set aside for community-based nonprofit victim services programs. These programs provide comprehensive services to victims, such as accessing safe emergency shelter, crisis counseling, court and medical accompaniment, safety planning, obtaining protective orders, and applying for benefits. Programs may also provide support groups, assistance in returning to school, finding living wage jobs, support finding safe and affordable housing, family support services, and prevention classes. The remaining portion of award funds can be used to build system-based victim services. These services assist victims whose cases are processed through the justice system, provide advocacy to help victims access their rights (information; notification of court proceedings; court accompaniment; assistance with victim impact statements, restitution and applying for compensation), are focused on victim safety and access to justice system and case-specific information and are typically limited to the duration of the criminal justice process.

V. Amount and Length of Award

The Commission has determined the proportion of grant funds each county is eligible to apply for is to be calculated in accordance with the formula used to distribute baseline funding under ORS 423.483. Notwithstanding the formula calculation, all counties are eligible for a minimum grant award of \$100,000. See “Funding Table” in Appendix B for details.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

VI. Program Evaluation and Performance Measures

Applications should identify measures that will assist the applicant and CJC in assessing the efficacy of the proposed program/project receiving funding through the JRGP. The measures should be specific, measurable, achievable, realistic, and timely (SMART). The measures should include outputs and outcomes (see definitions below). The measures

identified will inform the evaluation plan and data collection to support evaluation of the success of funded programs.

- **Output measure:** a measure of the activities, efforts, services, and/or participation pursued by the organization. For example, providing substance counseling to 20 additional people, completing a training for staff, or holding weekly meetings.
- **Outcome measure:** a measure of the results or impact of a program/project. This answers the question of what difference your outputs are making. For example, decreasing recidivism, seeing an increased percentage of clean UAs, or achieving shorter average lengths of time from arrest to sentencing

VII. How to Apply

1. Applicants should submit an application that contains all of the specified elements to cjcgrants@oregon.gov. **Late applications will not be accepted.**
 - **Note:** There is no need to mail an original or hard copies of your application to the CJC. All copies for the Grant Review Committee will be made in-house. **You simply need to submit your application electronically at cjcgrants@oregon.gov.** A confirmation will be sent upon receipt.
2. Upon initial screening of your grant application, if the CJC Grants staff determines there are some necessary modifications that need to be made to the application before it can be moved on to the Grant Review Committee, you will receive an electronic notice asking for revisions to be made within a specified timeframe.

Estimated Grant Application Timetable

Wednesday	July 15, 2015	Request for Grant Proposals (RFGP) Opens
Tuesday	August 4, 2015	Q&A Teleconference Session
Wednesday	August 19, 2015	Expedited Application Deadline 5pm
Friday	August 28, 2015	Modified Expedited Applications Due 5pm
Friday	September 25, 2015	Intent to Award Expedited Applications
Wednesday	October 7, 2015	Grant Award Letters/Agreements
Wednesday	October 14, 2015	RFGP Closes. Application Deadline 5pm
Thursday	October 29, 2015	Modified Applications Due 5pm
Tuesday	November 24, 2015	Intent to Award Expedited Applications
Friday	December 4, 2015	Grant Award Letters/Agreements

Executed contracts received and Year 1 payment released by December 31, 2015

VIII. Application Contents

Applicants should anticipate that if they fail to submit an application that contains all of the specified elements, it may negatively affect the review of their application; and, should a decision be made to make an award, it may result in the inclusion of special conditions that preclude the recipient from accessing or using award funds pending satisfaction of the conditions.

There are two program narratives required. Program Narrative: Part 1 (maximum of 87% of the award) describes what the funds will be used for minus the 10% for community-based victim services and the 3% portion designated for local or statewide evaluation. Program Narrative: Part 2 (minimum of 10%) describes the use of the 10% portion allocated for community-based victim services. Evaluation Plan: Part 3 section will address the applicant's use of their 3% for local evaluation or if the applicant designates it accordingly, for statewide evaluation purposes. Proposed Budget Detail: Part 4 will provide a detailed budget for each submitted Program Narrative: Part 1, Program Narrative: Part 2, and Evaluation Plan: Part 3 (if applicable).

The CJC has designated the following application elements as critical:

- Application Meets HB 3194 Requirements
- Cover Sheet
- Program Narrative: Part 1 (EACH program)
- Program Narrative: Part 2
- Evaluation Plan: Part 3
- Proposed Budget Detail: Part 4
- Racial and Fiscal Impact Statement

Applicants should anticipate that applications that are determined to be nonresponsive to the scope of the solicitation will not receive further consideration.

The fillable templates to be used for the application can be found at the [CJC website](#).

1. **Application Meets HB 3194 Requirements** (Link to [JRGP Application Requirements](#))

The LPSCC shall provide a narrative as to how the application meets all four (4) requirements of HB 3194. (max 2 pages)

1. **Reduce prison populations** and avert future growth;
2. **Reduce recidivism** through evidence-based practices and data-driven research;
3. **Increase public safety** through local and regional collaboration; and
4. **Increase offender accountability.**

2. **Cover Sheet** (Link to [JRGP Cover Sheet](#))

Identifying information must be provided on the cover sheet section of the application.

3. **Program Narrative: Part 1** (Link to [JRGP Part 1](#))

Use of up to 87% of Justice Reinvestment grant. EACH program area your LPSCC intends to fund should include a separate write up specifically identifying and addressing items (a) through (d) below: (max 6 pages).

a. Program Description

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

Provide a detailed description of the program, the program services that are currently provided as well as those that will be provided with the anticipated grant funds, and the target population.

For EACH program, please specify the following:

- i) Goals of the program, or general statements of what the program is intended to accomplish. Include a description of the target population. The goals must be consistent with one or more of the four (4) requirements and funding priorities of Justice Reinvestment below.
 1. **Reduce prison populations** and avert future growth;
 2. **Reduce recidivism** through evidence-based practices and data-driven research;
 3. **Increase public safety** through local and regional collaboration; and
 4. **Increase offender accountability.**
- ii) List the names/types of the evidence-based practices/services to be implemented and the rationale for proposing the use of these practices/services.
- iii) List the measures you will track in order to evaluate your progress. Include both **output** measures (the activities, efforts, services, and/or participation pursued by the organization) and **outcome** measures (the results or impact of a program/project – see page 6). Output measures can be understood as the steps you can take in service of achieving a particular outcome. For example, training 5 additional staff on drug and alcohol counseling might be an output measure intended to support an outcome of an increased percentage of clean UAs. (Simply, how will your LPSCC know that this program is working?)
- iv) Applicant agency/jurisdiction familiarity and experience in delivering similar programs; new organizational arrangements that will be involved; and how the program builds upon or is informed by programs previously or currently delivered by the applicant.
- v) Has this program been evaluated? If so, please describe results and other program evaluation data.
- vi) Do you want your program to be part of a randomized controlled trial (RCT)? Why or why not?
- vii) A Racial and Fiscal Impact Statement must be provided by the applicant for EACH program. (see Appendix D)

b. Demonstrate Need for the Program

Applicants **must substantiate the need** for the proposed program with local community-based data reflecting the number of offenders on supervision that would be eligible for the program or other quantitative measures of community need. Applicants are encouraged to use the most recent RIC data available and the CJC website for local crime data including arrest and prison admission by county data².

Applicants may submit qualitative information to explain and enrich quantitative data that substantiate the

² Criminal Justice Commission Justice Reinvestment. Regional Implementation Councils (RIC). Available at <http://www.oregon.gov/cjc/justicereinvestment/Pages/RIC.aspx>

need for the proposal. **However, qualitative data should not be the sole justification.**

c. Evidence of Collaboration in Planning and Implementation

Effective collaboration of your Local Public Safety Coordinating Council is expected. Collaboration includes representation and participation by a broad cross section of the local public safety community. Describe the existing partnerships to address offender needs. Please include what sectors are represented and how collaboration and communication will be ensured.

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

d. Plan for Assessing Program Fidelity

Applicants must demonstrate a mechanism for maintaining program fidelity (adherence) to the selected evidence-based practices, in terms of whether the specific administrative, staffing, training, and service delivery (core components and dosage) requirements are being met. This plan must include steps taken to determine the feasibility of fully replicating the evidence-based practices at the local site and the ability to implement evidence-based practices to fidelity.

4. Part 2: Program Narrative (Link to [JRGP Part 2](#))

Use of the minimum 10% for community-based victim services. The program description in this section should identify the proposal for the funding and how the applicant is addressing the criteria below to determine what providers and services are selected. (max 4 pages)

The county must allocate 10 % of their Justice Reinvestment grant funds for community-based non-profit victim services that provide services to victims of crime. The application should include a proposal that meets the following criteria:

- Demonstrates need for the proposed services in the community targeting marginalized and underserved populations in the community;
- Addresses access barriers, such as but not limited to: language, literacy, disability, transportation and cultural practices;
- Increases capacity for areas where services are difficult to access, are limited or non-existent; and
- Invests in trauma-informed interventions and services.

Non-profit organizations identified in this plan should clearly demonstrate that serving crime victims is part of their mission. These services are different than system-based services. For additional help with this section please see the FAQ in the application Appendix C.

5. Evaluation Plan: Part 3 (Link to [JRGP Part 3](#))

The Commission may choose one or more Justice Reinvestment grant programs for an RCT or other outcome evaluation. Counties selected for an RCT or other outcome evaluation shall partner with the Commission in order to successfully complete the evaluation of their program.

3% of the total amount of Justice Reinvestment Grant funds will be used to help fund RCTs when possible and appropriate under ORS 182.515 (5)(d) for grant awards selected for such evaluations. In choosing programs for RCTs or other outcome evaluations, the Commission will consider the following factors:

- The proposed program is promising and has the capability of being reproduced in other counties.

- The proposed program is capable of being evaluated through RCTs when taking into account sample size and other practical requirements.
- The proposed RCT will meet the requirements of the institutional review board process.
- Studying the program will benefit the State and more broadly the field of criminal justice by adding to the body of knowledge currently available.

Applicants will select, in the application template, **one of two** options to meet the evaluation portion of your proposal.

1. County remits 3% of awarded funds to the CJC's statewide evaluation budget
2. County retains 3% of awarded funds for a locally administered RCT when possible and appropriate.

Applicants who choose to directly fund an RCT of their program must write a narrative outlining their research plan. This plan should include:

1. A plan for the overall management of the project.
2. A proposal from the Principal Investigator(s) containing the following:
 - a. Paragraph outlining the research design, including randomization procedure, description of control group, expected sample size, and ethical concerns;
 - b. Overall timeline;
 - c. Explanation of costs;
 - d. Research materials created;
 - e. Procedures for ensuring fidelity to research design;
 - f. Plan for data collection and analysis; and
 - g. Specific measure of the program's effect size.
3. Procedure for calculating marginal costs of the program.
4. If you are cooperating with another county to increase your sample size, specify how fidelity to the program between counties will be monitored and maintained.

6. Proposed Budget Worksheet: Part 4 (Link to [JRGP Part 4](#))

CJC requests applicants prepare a budget based on the full **2 year biennium cycle, July 1, 2015 to June 30th, 2017**. The proposed budget must be submitted in an Excel format and should include a separate sheet for EACH submitted Program Narrative: Part 1, Program Narrative: Part 2 and if applicable, Part 3: Evaluation Plan. The budget should clearly show a breakdown of costs into the following categories: personnel, fringe, contractual/consultant services, supplies, travel/training, equipment, rent/utilities, evaluation and administrative. Administrative costs must not exceed 10% of the overall award. Administrative costs may include activities such as purchasing, budgeting, payroll, accounting, and staff services. Administrative costs may also include funds to incentivize compliance by law enforcement agencies with completing Uniform Crime Reporting and other timely law enforcement data collection activities.

7. Racial and Fiscal Impact Statement (Link to [Racial and Fiscal Impact Statement](#))

EACH program area your LPSCC intends to fund should include a separate Racial and Fiscal Impact Statement.

8. Optional Attachment: Part 5 (Link to [JRGP Part 5](#))

CJC is providing the opportunity to explain what impact not receiving full funding for Justice Reinvestment will have on your county. Does the LPSCC have an un-funded program proposal and/or financial analysis that can be included? Did the LPSCC eliminate evidence-based practice proposals due to a lower amount funding available? (NOT required, max 2 pages)

X. Application Review and Award Decisions

Review Process

CJC staff will conduct the initial review of all applications received electronically by 5:00pm on October 14, 2015. (Expedited applications will be reviewed following the August 19, 2015 due date.) **Each application will initially be examined for responsiveness to the guidelines provided in this RFGP related to timeliness and contents.** CJC may negotiate the components of the application. An application will be deemed non-responsive if it does not conform to the application requirements. LPSCC's submitting applications deemed non-responsive will be contacted in order to address deficiencies in the application.

All applications that are responsive to the guidelines will be provided to the Grant Review Committee for review and evaluation based on the following criteria:

1. Whether the applicant's program is designed to reduce recidivism of offenders; and
2. Whether the applicant's program is designed to reduce utilization of prison capacity by offenders convicted of felonies described in ORS 137.717, 475.752 to 475.935, 811.182, 813.010, or 813.011;.
3. Whether the applicant's program would increase public safety. As part of evaluating a program that purports to increase public safety, factors that may be considered include, but are not limited to:
 - Whether law enforcement agencies operating within the county timely submit uniform crime report data to the Oregon State Police on a quarterly basis, so that public safety can be measured;
 - Whether the application contains a statement regarding total operable county jail capacity, what percentage of that capacity is being used at the end of each quarter, and how many persons were forced released during the prior quarter, so that capacity and pressure on the local jail can be evaluated;
 - Whether the county regularly analyzes system data and participates in Regional Implementation Council meetings presented by the Commission;
 - Whether the local public safety coordinating council meets on a regular basis with all statutorily required positions filled and reports as required by statute;
 - Whether programs will collect demographic information regarding the populations that were served; and
 - Whether the programs operate in a culturally competent manner.
4. Whether the applicant's program would hold offenders accountable. Factors that may be considered include, but are not limited to, whether the applicant's program would track successful completion of:
 - Restitution;
 - Probation;
 - Treatment; and
 - Community service.

The Grant Review Committee will recommend approved applications to the CJC Commissioners for awarding decisions. If an application needs rehabilitation, the Grant Review Committee will notify CJC staff who will work with the county to address deficiencies.

Award Decisions; Protests

Awards. The Grant Review Committee will recommend successful applications to the Criminal Justice Commissioners who will then make final award decisions. CJC will issue *Award Notification Letters and Grant Award Agreements* as provided in the schedule in Section VII.

Protests. If an application is not awarded after efforts to rehabilitate the application or for any other reason, the

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

Award Conditions

Counties receiving awards must agree to the grant award terms and conditions set forth by CJC in the attached Grant Award Agreement as **Appendix A**. CJC may negotiate the terms of the grant award agreement. In the event that mutually agreeable terms cannot be reached within a reasonable time period, as judged by the CJC, then the CJC reserves the right to cancel the award with the applicant.

The successful applicant(s) must provide all required proofs of insurance within fourteen (14) calendar days of receipt of Grant Award Agreement. Failure to provide the required documents within the fourteen (14) calendar-day period may result in rejection of the application. Applicants are encouraged to consult their insurance agent(s) about the insurance requirements contained in the Grant Award Agreement, Exhibit C, included in **Appendix A**, prior to submission of the application.

XI. Monitoring

CJC will monitor whether grantees are operating their programs as described in their approved applications, working toward their program goals, objectives and performance outcomes as described in their approved applications or as modified in collaboration with CJC.

To assist CJC in the monitoring process, grantees must participate in quarterly RICs, semi-annual reporting of measures, periodic communications and occasional site visits by CJC.

Progress Reports and Due Dates

Progress Reports will be **required semi-annually**. Progress Reports are to describe the outputs and outcomes cited in the program narratives from section VIII (2)(iii) in this solicitation. Additionally, a brief report, less than two pages, is to be provided regarding services to victims with the 10% funding. Your grant agreement will outline the exact dates Progress Reports and Requests for Reimbursements are due. If output and outcome measures aren't reaching the expected targets, you may provide an explanation of unforeseen events or barriers that are creating additional challenges to achieving your targets.

XII. Distribution of Funding

CJC will provide grant funds in two installments during the biennium to the designated county applying for JRGP funding. Year 1 funding will be provided following the execution of the CJC Grant Award Agreement (see Appendix A). As this is incentive performance funding, CJC will evaluate performance outcomes quarterly to assess the impacts of the JRGP investments and allocate Year 2 funding according to the grant program rules.

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

XIII. Grant Suspension or Termination

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

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

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

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

APPENDIX A

EXAMPLE GRANT AWARD AGREEMENT CRIMINAL JUSTICE COMMISSION JUSTICE REINVESTMENT GRANT PROGRAM

885 Summer Street NE
Salem, OR 97301

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission, hereafter referred to as “CJC,” and [Click here to enter text.](#), hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.”

1. Effective Date; Availability of Grant Funds. This Agreement shall become effective on the later of [Click here to enter text.](#) or the date when this Agreement is fully executed and approved as required by applicable law. Grant Funds under this Agreement are available for eligible costs incurred beginning on the Project Start Date and ending on the Project End Date provided in Exhibit A. CJC’s obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

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

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

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

3. Grant Funds. In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed [Click here to enter text.](#) in Grant Funds for eligible costs described in Section 6 hereof.

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

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

a. Grantee must receive prior approval from CJC to extend a progress report requirement past its due date. CJC may adjust this reporting schedule on an as needed-basis upon notice to Grantee as provided in Section 11.g

b. In order to receive Year 2 funds, Grantee shall submit semi-annual Progress Reports to CJC. Year 2 funds will be withheld if Progress Reports have not timely been submitted or are incomplete. Grantee must receive prior approval from CJC to extend a progress report past its due date.

c. Reimbursement rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at http://www.oregon.gov/DAS/CFO/SARS/pages/oam_toc.aspx#Chapter_40_Travel. Travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.

6. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. CJC shall disburse funds annually up to the Grant Fund amount provided in Section 3. Disbursements shall be made by CJC within 30 days of CJC’s receipt of an executed Grant Award Agreement and within 30 days of CJC’s approval of the Progress Report due July 20, 2016. Eligible costs are the reasonable and necessary costs incurred by Grantee, or under a sub agreement described in Section 9 of this

Agreement, in performance of the Project and that are not excluded by CJC, either by this Agreement or by exclusion as a result of financial review or audit.

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

- i.** CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii.** Grantee is in compliance with the terms of this Agreement.
- iii.** Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

c. Recovery of Grant Funds. Any funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds"). Grantee shall return all Misexpended Funds to CJC promptly after CJC's written demand and no later than 15 days after CJC's written demand.

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

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

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

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

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

8. Records Maintenance and Access; Audit.

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

b. Retention of Records. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the

Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

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

9. Grantee Sub agreements and Procurements

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

i. All sub agreements must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the sub agreement(s). Use of a sub agreement does not relieve Grantee of its responsibilities under this Agreement.

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

b. Sub agreement indemnity; insurance.

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

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

Grantee shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

c. Procurements.

i. Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Interagency agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

iii. The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that

develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to CJC.

10. Termination

- a. Termination by CJC.** CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:
- i.** Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
 - ii.** CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii.** Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv.** The Project would not produce results commensurate with the further expenditure of funds; or
 - v.** Grantee takes any action pertaining to this Agreement without the approval of CJC and which under the provisions of this Agreement would have required the approval of CJC.
- b. Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:
- i.** The requisite local funding to continue the Project becomes unavailable to Grantee or Grantee is unable to continue implementation of the Program as a result of circumstances not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; or
 - ii.** Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
 - iii.** Upon termination of this Agreement under this subsection b, CJC may end all further disbursements of grant funds upon receipt of Grantee's termination notice but Grantee shall not be required to repay to CJC any grant funds previously disbursed to and expended by Grantee in accordance with the terms and conditions of this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. GENERAL PROVISIONS

a. Contribution. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Grantee with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which CJC is jointly liable with Grantee (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it

would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

c. Reserved.

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

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

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

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

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

h. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be

construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

i. Compliance with Law. Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

j. Insurance; Workers' Compensation. All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its subgrantee(s), contractor(s), and subcontractor(s) complies with these requirements.

k. Independent Contractor. Grantee shall perform the Project as an independent contractor and not as an agent or employee of CJC. Grantee has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

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

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

n. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Grantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Approved by Grantee

Signature of Grantee

Date

Name/Title

Federal Tax ID Number

State Tax ID Number

Approved by Criminal Justice Commission

Michael Schmidt, Executive Director

Date

Approved for Legal Sufficiency

Approved for Legal Sufficiency by AAG Keith L. Kutler by email dated [Click here to enter text.](#)

Keith L. Kutler

Date

CJC Grant Administrator

[Click here to enter text.](#)

885 Summer St. NE

Salem, OR 97301-2524

[Click here to enter text.](#)

[Click here to enter text.](#)

Grantee Contact

[Click here to enter text.](#)

EXHIBIT A

Project Description and Budget

The goal of the Criminal Justice Commission's *Justice Reinvestment Grant Program* is to financially support Oregon counties to invest in community based sanctions, services, and programs.

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

Project Start Date: [Click here to enter text.](#)

Project End Date: [Click here to enter text.](#)

GRANT #: [Click here to enter text.](#)

PROGRAM CONTACT: [Click here to enter text.](#)

FISCAL CONTACT: [Click here to enter text.](#)

EMAIL: [Click here to enter text.](#)

EMAIL: [Click here to enter text.](#)

TELEPHONE: [Click here to enter text.](#)

TELEPHONE: [Click here to enter text.](#)

BUDGET SUMMARY:

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

EXHIBIT B
Grant Application

Grantee's Grant Application is maintained by CJC in a separate physical document and is incorporated in this Exhibit B by reference.

EXHIBIT C

Sub agreement Insurance Requirements

Grantee shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Grantee and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Grantee shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS.

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

ii. PROFESSIONAL LIABILITY

Required by CJC Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by CJC:

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

iii. COMMERCIAL GENERAL LIABILITY.

Required by CJC Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverage's that are satisfactory to CJC. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by CJC:

Bodily Injury, Death and Property Damage:

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

iv. AUTOMOBILE Liability Insurance: Automobile Liability.

Required by CJC Not required by CJC.

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

Bodily Injury, Death and Property Damage:

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

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

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and Grantee 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract.

Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and CJC may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If CJC approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

The grantee shall immediately notify the CJC of any change in insurance coverage.

APPENDIX B
FUNDING TABLE
2015-17 JUSTICE REINVESTMENT FORMULA DISBURSEMENT

The proportion of grants funds available to each county shall be determined in accordance with the formula used to distribute baseline funding under ORS 423.483.

\$38.7M for Justice Reinvestment Fund				
County	50K Minimum for Reinvestment \$15 Million		100K Minimum for Reinvestment \$38.7 Million	
	Baseline Grant-in-Aid Formula for 13-15	13-15 Reinvestment Fund	Baseline Grant-in-Aid Formula for 15-17	15-17 Reinvestment Fund
WHEE	0.01%	\$50,000	0.02%	\$100,000
GILL	0.07%	\$50,000	0.06%	\$100,000
SHER	0.19%	\$50,000	0.11%	\$100,000
WALL	0.11%	\$50,000	0.12%	\$100,000
GRAN	0.19%	\$50,000	0.25%	\$100,000
MORR	0.30%	\$50,000	0.32%	\$122,925
HARN	0.33%	\$50,000	0.38%	\$145,973
LAKE	0.52%	\$76,808	0.45%	\$172,863
BAKR	0.39%	\$57,494	0.47%	\$180,545
HORI	0.39%	\$58,111	0.48%	\$184,387
CURR	0.51%	\$76,345	0.60%	\$230,484
CROO	0.65%	\$95,895	0.64%	\$245,849
TILL	0.63%	\$92,814	0.67%	\$257,373
UNIO	0.77%	\$114,730	0.79%	\$303,470
JEFF	0.83%	\$122,524	0.89%	\$341,884
MALH	1.13%	\$166,947	0.97%	\$372,615
WASC	0.84%	\$124,783	1.00%	\$384,139
BENT	1.21%	\$179,019	1.11%	\$426,395
COLU	1.22%	\$180,250	1.12%	\$430,236
CLAT	1.27%	\$188,853	1.24%	\$476,333
LINC	1.42%	\$210,676	1.38%	\$530,112
POLK	1.57%	\$233,401	1.46%	\$560,843
COOS	1.88%	\$278,130	2.12%	\$814,375
YAMH	2.32%	\$344,609	2.35%	\$902,727
UMAT	2.15%	\$318,830	2.38%	\$914,251
JOSE	2.83%	\$420,191	2.87%	\$1,102,480
KLAM	2.31%	\$342,740	2.89%	\$1,110,162
LINN	4.09%	\$606,218	3.93%	\$1,509,667
DOUG	3.88%	\$575,756	4.17%	\$1,601,860
DESC	4.33%	\$642,383	4.54%	\$1,743,992
JACK	5.69%	\$844,536	5.50%	\$2,112,766
CLAC	6.48%	\$961,758	6.46%	\$2,481,539
LANE	9.37%	\$1,389,641	8.26%	\$3,172,990
MARI	10.17%	\$1,507,834	9.20%	\$3,534,081
WASH	8.61%	\$1,277,299	9.68%	\$3,718,467
MULT	21.34%	\$3,165,399	21.12%	\$8,113,020
Total	100.00%	\$15,000,000	100.00%	\$38,700,000

APPENDIX C

FREQUENTLY ASKED QUESTIONS - COMMUNITY BASED VICTIMS SERVICES 10%

While nearly half the country has engaged in a Justice Reinvestment processes, Oregon is the first state to dedicate at least 10% of Justice Reinvestment funds to victim services programs. HB 3194 specifically stated that funding would be directed to community-based victim services. This FAQ will answer questions you may have about that funding.

What are Community-based Nonprofit Victim Services Programs?

Community-based nonprofit victim services programs provide comprehensive services to victims, such as accessing safe emergency shelter, crisis counseling, court and medical accompaniment, safety planning, obtaining protective orders, and applying for benefits. Programs may also provide support groups, assistance in returning to school, finding living wage jobs, support finding safe and affordable housing, family support services, and prevention classes.

Services are available before, during, and after a criminal case. Services are also available if the victim hasn't reported to law enforcement and if there is no criminal case at all.

Community-based Victim Services

- Assist victims who report the crime as well as victims who do not
- Provide advocacy to help victims rebuild their lives (crisis line; emergency shelter; crisis counseling; safety planning; support groups; education and violence prevention; advocacy; assistance navigating criminal justice, civil justice and human services processes)
- Services are focused on victim safety, empowerment, and restoration
- Services are available on an on-going basis.

System-based Victim Services

- Assist victims whose cases are processed through the justice system
- Provides advocacy to help victims access their rights (information; notification of court proceedings; court accompaniment; assistance with victim impact statements, restitution and applying for compensation)
- Services are focused on victim safety and access to justice system and case-specific information
- Services are typically limited to the duration of the criminal justice process

What are examples of community-based victim services?

Community-based victim services should have serving victims of crime as part of their mission statement. Examples of community-based nonprofit victim services programs include domestic and sexual violence services programs, services for murder victim family members, assistance for victims of DUII-related crashes, services for child victims, and restorative justice programs (if appropriate).

Is the 10% tied to the Justice Reinvestment offender population?

No. Crime victims served through the 10% are not expected to be tied to—or the victims of—offenders who are part of the HB 3194 population or are being served through Justice Reinvestment. This is an opportunity to provide innovative services to underserved crime victims in your community.

Can system-based victim services programs receive funding through the 10%?

No, but system-based victim services programs can receive funding through the other 90% of their County's Justice Reinvestment award.

How are applications for the 10% evaluated?

Each grant application will be evaluated based on the following (*JR Grant Rules 213-060-0060(2)(f)*):

- Demonstrated need for the proposed services in the community to be served by the applicant with emphasis on services that target marginalized, underserved populations.
- Services address access barriers, such as but not limited to: language, literacy, disability, cultural practices and transportation issues.
- Funding increases capacity for areas where services are difficult to access, limited or non-existent.
- Demonstration that the award will be invested in trauma-informed services.
- Data collection, including but not limited to, demographic information of victims served.

How do I find a community-based nonprofit victim services program that serves my county?

Many community-based nonprofit victim services programs serve multiple counties. The following statewide organizations can help you get in touch with your local programs:

Oregon Coalition Against Domestic and Sexual Violence

<http://ocadsv.org/looking-help>

Oregon Mothers Against Drunk Driving

<http://www.madd.org/local-offices/or/>

Oregon Network of Child Abuse Intervention Centers

<http://www.childabuseintervention.org/our-centers/services-by-center>

Parents of Murdered Children

<http://www.pomc.com/portland/index.htm>

Shannon Sivell – Department of Justice contact (503-378-5348)

<http://www.doj.state.or.us/victims/pages/contact.aspx>

APPENDIX D

RACIAL AND FISCAL IMPACT STATEMENT FORM

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

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons³ in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1. The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons. Indicate all that apply:

_____ Women
_____ Persons with Disabilities
_____ African-Americans
_____ Hispanics
_____ Asians or Pacific Islanders
_____ American Indians
_____ Alaskan Natives

2. The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons. Indicate all that apply:

_____ Women
_____ Persons with Disabilities
_____ African-Americans
_____ Hispanics
_____ Asians or Pacific Islanders
_____ American Indians
_____ Alaskan Natives

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

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

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

Signature

Printed Name: _____

Title: _____

³ "Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.