

INTRODUCTION

The Criminal Justice Services (CJS), Oregon State Police is soliciting applications from an independent evaluator (or evaluation team) to conduct an outcome evaluation of the current 11 drug court sites funded through the Byrne Methamphetamine Reduction Grant Project. Nine of the 11 drug court sites also receive additional state funds through the Drug Court Grant Program administered by the Criminal Justice Commission (CJC). In addition to the outcome evaluation for all 11 sites, an impact evaluation, and cost-benefit analysis will be conducted for two sites (Jackson and Marion Counties Family Dependency Courts).

CJS anticipates the project period will be July 1, 2008 through December 31, 2009. CJS has determined that the Grantee may not exceed \$220,000 for this project.

Evaluation Goals

The goals of the evaluation performed by the evaluator include but are not limited to:

- Provide analysis and feedback on program outcomes by measuring changes in crime levels, changes in participants' behaviors and impacts on the community, etc.
- Identify the recidivism (re-arrest) rates for drug court and family dependency court (FDC) participants and compare to similar clients who did not participate in drug court or FDC's.
- Identify improvements in child/parent relationships for participants in FDC's.
- Provide benefit/cost ratio of both family dependency drug courts and policy alternatives, such as probation.

Background

The current 11 drug court sites received \$3 million during FY 2006 – 2008 through the Edward Byrne Memorial State and Local Law Enforcement Assistance Grant Program (Byrne) to implement new drug courts and enhance existing drug courts serving adults, juveniles and families. All 11 current drug court sites will be funded for year three beginning July 1, 2008. Refer to Appendix A for a summary of the 11 drug court programs receiving federal funding (JAG funded drug courts are highlighted in turquoise).

For year three it was decided a comprehensive evaluation component was needed. During the previous two years, 11 independent external evaluators were utilized by each site with CJS recommending that a minimum of 10 percent of their total budget would be set aside for process evaluation purposes and monitoring of short and mid-term outcome objectives. However, with 11 different evaluators it made it more difficult to demonstrate that outcomes were achieved as a result of the different data collection methods between collaborative agencies at each drug court site. The primary focus during the first two years was to ensure that the drug court programs were implemented as intended and that the program maintained fidelity to the identified evidence based program and/or best practice guidelines.

The momentum for developing effective drug courts in Oregon is rooted in the serious substance abuse problems confronting the state. The Substance Abuse and Mental Health Services Administration's (SAMHSA) Drug and Alcohol Services Information System Report ranked Oregon as number one in the nation for methamphetamine treatment admissions in 1993 (98 per 100,000) and 2003 (251 per 100,000).¹

Drug courts are aimed toward reducing the number of methamphetamine-related drug problems. The Byrne funds target parenting and pregnant methamphetamine-using women and their children through enhanced interagency case management, mental health care and related services. Furthermore, the use of evidence-based programs or best practice guidelines and a focus on assessing program implementation and monitoring program outputs to set the foundation for evaluating outcomes is essential as the program begins its third (and final) year of federal grant funding (see Appendix A for additional details on each of the 11 funded programs).

¹ Drug and Alcohol Services Information System. The DASIS Report, "Trends in Methamphetamine/Amphetamine Admissions to Treatment: 1993-2003", Substance Abuse and Mental Health Services Administration, Office of Applied Studies: 2003
<http://www.oas.samhsa.gov/2k6/methTX/methTX.pdf>

All of the drug courts receiving Byrne funding report quarterly on their efforts to maintain fidelity to the 10 Key Components and their selected evidence-based program(s) and/or best practice guidelines. To date, multiple process evaluations have documented compliance with the 10 Key Components of drug courts.

The Oregon Judicial Department (OJD) developed the Oregon Treatment Court Management System (OTCMS), a Management Information System (MIS) that serves as a participant case management tool and program data depository. The OTCMS is currently used by all 11 drug court sites. OTCMS is the primary data source for Oregon's drug court process and outcome evaluations, as well as the data source for reporting performance measures to the Oregon Judicial Department. Oregon's current performance measures include (1) decreased recidivism rate, defined as new felony/misdemeanor arrests and charges during program participation and within one year of graduation; (2) reductions in positive drug tests; (3) participant retention in treatment; (4) increased drug court graduation rates; (5) maintained regular court attendance; (6) compliance with (attendance at) alcohol and/or drug treatment services; and (7) participants and their children reunified and/or custody/visitation restored at time of graduation.

The evaluator will work with the drug court sites to ensure that all data reporting requirements continue to be met for OTCMS, along with subsequent data reporting for CJS. At a minimum, all sites currently collect the following data:

- Demographics (age, ethnicity, gender, employment status, etc.)
- Drug court entry and exit dates
- Drug court status on exit (e.g., graduated, terminated, dropped out)
- If terminated, reason for termination
- Dates of drug tests
- Dates of positive drug tests
- Dates or number of drug court sessions
- Drugs of choice (primary and secondary)
- Age at first use
- Dates or number of services received with types of service received (e.g., group A & D sessions, individual A & D sessions, mental health, anger management, etc.)
- Treatment issues (e.g., severity of addiction, mental health diagnoses, A & D diagnoses); Attitude toward treatment/readiness to change at entry (optional, if available)

The evaluator may propose additional data collection based on the proposed research methodology and/or research questions.

In addition to the above mentioned data, the following will be made available in order to conduct an impact evaluation and cost benefit analysis for the Jackson and Marion Counties Family Dependency Court sites:

- Subsequent treatment episodes - start and end dates and type of treatment
- Dates of re-arrest after entering the drug court program
- Probation start and end dates
- Jail entry and exit dates
- Prison start and end dates
- Social and health services information (e.g., welfare benefits, emergency room visits)
- Child welfare information (e.g., dates in foster care, dates of re-unification)

Interviews with drug court staff will also be conducted to determine resources used to perform drug court related activities and to examine budgets and other financial documents for a cost benefit evaluation.

CJS anticipates that the data collected in OTCMS for the process evaluation over the past 2 years will be paired with the data collected as outlined through the Applicant's project design and evaluation plan.

CJS is currently reviewing renewal applications for a third year of funding for the Byrne Methamphetamine Reduction Grant Program (received April 18, 2008). Refer to Appendix A for a summary of the 11 drug court programs receiving federal funding (JAG funded drug courts are highlighted in turquoise). The third year of funding for the 11 drug court programs will continue to address the need to expand delivery of effective drug court supervised addiction treatment with adjunct services to reduce methamphetamine use, and delivery of effective services to protect the health and safety of methamphetamine affected children. Refer to the *Grant Management Handbook*, available for download from the CJS web site, www.oregon.gov/OSP/CJS/Handbooks.shtml, for program-and fiscal-related guidance; and www.oregon.gov/OSP/CJS/ for the original request for application and the subsequent Request for Applications (RFAs) for the second and third year responded to by all 11 drug court program sites. This RFA proposes an evaluation of the current Byrne/JAG funded grantees, which are eligible to apply for the following levels of funding for the third and final year of federal funding:

Deschutes County Mental Health Department	\$141,673
Jackson County Health & Human Services	\$186,511
Choices Counseling Center (Josephine County)	\$70,349
Emergence (Lane County)	\$135,793
Lincoln County	\$85,341
Linn County Department of Health Services	\$96,436
Family Building Blocks (Marion County)	\$134,797
Mid-Columbia Center for Living (Wasco and Hood River Counties)	\$135,000
Center for Human Development (Union County)	\$119,641
Washington County Department of Health & Human Services	\$159,261
Yamhill County Chemical Dependency Program	\$123,854
Total	\$1,388,656

SCOPE OF WORK FOR STATEWIDE DRUG COURT EVALUATION

The scope of work described below shall be referred to herein as the "Project". Project services must be comprehensive, professionally-guided, and evidenced-based. The Project components identified below are minimum required elements upon award.

The Evaluator chosen as a result of this RFA must provide the following Project activities and deliverables:

Evaluator Functions

A. The evaluator will meet and work with each of the project sites to identify additional information that may be useful for the evaluation during year three, and to prepare recommendations on how to organize and report on the information already available. Recommend the standard protocols that apply to gathering evaluation data through future telephone contacts and meetings.

B. Develop data collection instruments for collecting and analyzing data in a similar way for all sites.

C. Provide at a minimum the following deliverables to CJS:

1. To be submitted within 90 days of the beginning of the award agreement or September 30, 2008, an evaluation plan that includes a list of key research questions based on the proposed evaluation and methodology.
2. On a quarterly basis, a written report summarizing the progress of the nine drug courts (outcome evaluations) and two family dependency courts (outcome/impact evaluation and cost-benefit analysis), including an executive summary, a description of methods, detailed findings, and if necessary a list or description of improvements the drug courts should consider based upon findings.
3. At the close of the 18-month period, a final comprehensive report detailing the project results in its entirety.

4. During the 2009 Legislative session, a one-page summary highlighting the outcomes and cost-benefits of the drug courts.

5. By the end of the 18-month period, a list of recommended variables for data collection within the OTCMS to assist the state in future evaluations of a similar nature.

D. During the agreement period (July 1, 2008 – December 31, 2009), the evaluator may be asked to provide written project updates or testimony during the 2009 Legislative session, or for the Governor’s Office, Chief Justice Advisory Committee on Treatment Courts, US Department of Justice, Bureau of Justice Assistance (BJA), Justice Assistance Grant Advisory Committee, or other state agency partners.

E. The project must be completed by December 31, 2009 with a final evaluation report submitted by February 26, 2010.

AWARD CRITERIA

1. Minimum Requirements (Pass/Fail) must include the following:

- A completed Proposal Cover Sheet (page 7 of this RFA)
- Parts One through Five which address all requirements of the Technical Application Requirements including Sample Work Product(s); Staffing and Qualifications; Project Design, Anticipated Outcomes and Work Plan; Compliance with Confidentiality of Identifiable Research and Statistical Information; Memorandum of Agreement; Major Tasks and Timeline; Budget Summary, Detail and Narrative; Statement of Financial Viability; and References.

2. Technical Application (Scored)

CJS shall conduct an evaluation of the applications received in response to this RFA. CJS staff along with an independent panel of reviewers, shall evaluate and score all applications on the completeness, quality, and applicability of their content in accordance with the following sections:

Written Application Presentation – all items easily located and clearly identified (200 points):

Part One: Narrative (160 points)

- Applicant Organization and Experience – 20 points
- Sample Work Product – 20 points
- Staffing and Qualifications – 20 points
- Project Design, Anticipated Outcomes and Work Plan – 50 points
- Compliance with “Confidentiality of Identifiable Research and Statistical Information” or Institutional Review Board (IRB) Approval – 10 points
- Memorandum of Agreement signed by all systems to share court, child welfare, and treatment data for evaluation purposes – 10 points
- Major Tasks and Timeline – 30 points

Part Two and Three: Budget – 25 points

- Budget Summary – 10 points
- Budget Detail and Narrative – 15 points

Part Four: Statement of Financial Viability – 10 points

Part Five: Three References – 5 points

APPLICATION EVALUATION

The review panel will use the following criteria in reviewing applications:

1. The evaluator's experience conducting similar research studies and services.
2. The evaluator's ability to demonstrate that it has the resources to complete the project within the stated time period.
3. The evaluator's familiarity with the mission, functions, and processes of drug courts.
4. The evaluator's approach and overall plan to meet the requirements of the RFA through provision of services, including how the evaluator will minimize the burden on the local drug courts of data collection and reporting.
5. The evaluator's ability to provide a detailed and comprehensive budget that does not exceed \$220,000, and to provide justification for the budget.
6. The quality of the evaluator's previous performance as described by references listed by the evaluator.
7. The effectiveness of the evaluator's communication skills, gauged in part by the completeness and clarity of the application.
8. The degree to which the application is responsive to the specifications contained in this RFA.
9. The ability of the evaluator to work successfully with CJS staff, Governor's Office and Legislature, CJS Advisory Committee, other state agency partners (Criminal Justice Commission and Oregon Judicial Department), and local drug court judges and/or staff.

SOLICITATION AND SUBMISSION PROCESS

The JAG Program Competitive Request for Applications is available in the following formats:

- Download PDF and Microsoft Word formats at <http://www.oregon.gov/OSP/CJS/index.shtml> under *Current Funding Opportunities*
- Electronic Mail (Contact Diana Fleming at diana.fleming@state.or.us for an electronic version)

Solicitation Schedule:

April 23, 2008	RFA Opens
May 7, 2008 by 5:00 PM	Clarification Inquiries Due
May 14, 2008	Responses to Clarifications Inquiries Provided
May 19, 2008 by 5:00 PM	RFA Closes. Applications Due.
LATE APPLICATIONS WILL NOT BE CONSIDERED	
May 30, 2008	Selection Process (approximate date)
June 9, 2008	Award Notification Letters Sent to Applicants (approximate date)
June 13, 2008	Award Negotiation Period (approximate date)
July 1, 2008	Award Start Date

Single Point of Contact:

For all questions, whether concerning the technical requirements of the RFA, contractual requirements, the solicitation process, request the application and forms by e-mail, or any other aspect of the project or needed services, please contact Diana Fleming, Grants Coordinator at:

Address: Criminal Justice Services, Oregon State Police
4760 Portland Road NE
Salem, Oregon 97305
Phone: 503-378-4145, extension 549
Fax: 503-378-6993
E-mail: diana.fleming@state.or.us

CJS may amend this JAG Program Competitive Request for Applications by posting Amendment(s) on the CJS website listed above. Applicants are encouraged to review the CJS website regularly until the application due date to view and download any Amendments. Requests for clarification of a provision of this RFA may be submitted by fax, e-mail, or telephone to the Single Point of Contact person listed above. To be considered, requests must be received by May 7, 2008. Responses to requests for clarification after the due date are not guaranteed. CJS may informally respond to applicant questions or where appropriate, issue revisions and clarify RFA provisions via Amendments posted on the CJS website. However, informal responses do not affect the provisions of the JAG Program Competitive Request for Applications which is only changed via formal Amendment(s) and posted on the CJS website.

Submission of Applications:

Submission in response to the JAG Program RFA shall contain one electronic version of the Application, one hard copy signed original and seven copies (all including required supporting information and documentation). Applications submitted by mail must be postmarked on or before the RFA close date of May 19, 2008 and received no later than 5:00 PM. Hand-delivered applications must be received no later than 5:00 PM on the RFA close date of May 19, 2008.

Delivery Instructions: One original and seven copies of the application and any appendices must be received at:

Address: Criminal Justice Services, Oregon State Police
4760 Portland Road NE
Salem, Oregon 97305

Applications or additions to an original application to meet the grant project guidelines received after the close date will not be accepted. Electronic submissions without accompanying hard copy submissions will not be considered. Facsimiles submissions will not be accepted.

All costs incurred in preparing and submitting an application in response to this RFA is the responsibility of the applicant and can not be reimbursed by CJS.

The successful applicant(s) will be required to comply with federal award terms and conditions (as listed on page 29 – 33 of this RFA) and sign a Grant Award Agreement (sample Appendix D). The terms and conditions included in Appendix D are not negotiable.

INSTRUCTIONS FOR ELECTRONIC VERSION

To move through the form fields, click on the gray shaded areas or use the Tab Key. The narrative fields will automatically expand to accommodate the length of each response. Each section is set up for an automatic page break. Supplemental Budget category pages (if additional space is required) are included as Appendix B. Check the “Supplemental budget included” box to the far right (Part Three) of each budget line item header if using the Supplemental Budget. Indicate line item budget totals in Part Two and Three that include any additional items entered on a Supplemental Budget. A Budget Summary for any proposed subaward or subcontractor is included as Appendix C.

Edward Byrne Memorial Justice Assistance Grant Program
2008-2009 Application Cover Sheet
 Statewide Evaluation of the Byrne Methamphetamine Reduction Grant Project

Grant Project: Project Title: Project Director (<i>Name/Phone #</i>):				Statewide Evaluation of the Byrne Methamphetamine Reduction Grant Project				
Grant Award Period:				July 1, 2008 – December 31, 2009				
Administering Agency:								
Address:								
City:			Zip:			Phone #:		
Project Agency (if not Administering Agency):								
Address:								
City:			Zip:			Phone #:		
Project Contact:				Phone #:			Fax #:	
Project Contact Email Address:								
Fiscal Contact:				Phone #:			Fax #:	
Fiscal Contact Email Address:								
<p>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 Application document 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 RFA may ultimately result in rejection of the Application.</p>								
Administering Agency Federal Tax ID Number:								
Administering Agency Authorized Official:								
Signature of Administering Agency Authorized Official:						Date:		

Technical Application Requirements and Specifics of Responsive Application:

Interested applicants are invited to respond to this request by submitting an electronic and hard copy of the application. Applications should include the following information:

PART ONE: PROJECT NARRATIVE

1. Applicant Organization and Experience *Briefly describe your organization's mission and structure. Provide a full discussion of your organization's experience that demonstrates your capability to complete this project including a description of your organization's experience in research and project evaluation, development of evaluation goals, measures and methods; developing and conducting various types of survey research and other means of gathering information. The Applicant must have at least 5 years experience in project and/or project evaluation from previous projects which were of similar size and scope:*

2. Sample Work Product *i. Describe an evaluation that your organization has performed for a human service program that is most similar to the project of this RFA. Identify successes and challenges faced in performing this evaluation, how stakeholders were involved, what the results showed and how the results were used, and any program improvements that resulted from the evaluation. ii. Include the completed sample of work as a separate appendix from your main application and ensure that a copy of the evaluation plan, methodology and timelines are included. iii. Indicate the number of evaluation projects that your organization has performed that are similar to the project outlined in this RFA:*

3. Staffing and Qualifications *Provide a detailed evaluation management plan which identifies the key person(s) who will work on the project, including a detailed statement of each person's qualifications, experience and availability; responsibilities of each person assigned to the project and their time as allocated to the major project tasks. Attach current resumes of the people who will work on the project to the completed application as an appendix:*

4. Project Design, Anticipated Outcomes and Work Plan *i. Describe how the evaluation plan will be developed and conducted. Include how goals and outcomes will be measured and result from the project, and how existing research, evaluation literature and techniques will be utilized. Include how your organization will work with multiple systems and/or collaborative agencies to obtain information for the multi-site project (i.e., court, child welfare and treatment systems). ii. Describe how an appropriate quasi-experimental comparison group will be developed in Marion and Jackson Counties. iii. Describe the methods for obtaining criminal history information in order to meet the recidivism outcomes as described in the RFA:*

5. Compliance with "Confidentiality of Identifiable Research and Statistical Information" *Indicate how your organization will address the Institutional Review Board (IRB) approval considerations and how approval will be gained in relation to this project. How will the applicant demonstrate compliance with HIPAA and share data through individual drug court programs and include data through shared agreements with court, child welfare and treatment systems. (See Appendix D "Confidentiality of Identifiable Research and Statistical Information" 28 CFR Part 22 for federal requirements on adherence to human subjects' protection regulations or <http://www.ojp.usdoj.gov/funding/forms/humansubjects.pdf> or http://www.ojp.usdoj.gov/funding/forms/privacy_cert.pdf):*

6. Major Tasks and Timeline *Includes a specific plan for providing the proposed services including projected major tasks and milestone dates, including: a) a work schedule (assuming a July 1, 2008 start date); b) a description of how (and when) the comparison groups for the two Family Dependency Court sites will be selected; c) estimate amount of time your organization will spend at each evaluation site collecting data and how ongoing performance will be measured; d) describe the statistical packages and analyses that will be used to evaluate the data; e) describe plan for periodically updating CJS on the status of the evaluation:*

7. Memorandum of Agreement (MOA) *Include a plan allowing data to be shared for project evaluation purposes through MOAs between all collaborating partners and the information/data that will be shared with your organization in order to comply with this application:*

PART TWO: BUDGET SUMMARY (CJS reimburses based on actual costs and on a quarterly basis unless otherwise agreed upon).

Expense Category	Proposed Budget
	Grant Funds
1. Personnel/ Taxes/ Benefits	
2. Equipment	
3. Travel/ Conferences/ Training	
4. Supplies	
5. Contractual Services	
6. Rent/Utilities	
7. Administrative Costs	
8. Other	
TOTAL	

*Round all figures to the nearest whole dollar

PART THREE: BUDGET DETAIL AND NARRATIVE

Line 1. Personnel. Supplemental budget included

Enter compensation paid to agency employees of an approved project (indicate if rate per hour or month or annual salary). Indicate in the C and N columns if the position is Current or New. Compensation paid for agency employees engaged in grant activities must be consistent with that paid for similar work within the organization. Overtime must be specifically listed in order to be reimbursed (mark OT column). The value placed on volunteer services must be consistent with the rate of compensation paid for similar work in the organization or the labor market. Do not include subcontract or subaward costs in this section; these costs should be included in Line 5, Contractual Services.

Title of Position	Name of Employee (if available)	C	N	Rate of Pay	OT	Total Pay	Project FTE (%)	Total Project Amount
		<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								

Line 1. 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 project. Payroll taxes and fringe benefits for volunteers may be included. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Insurance.

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

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

Line 2. Equipment. Supplemental budget included

Include tangible personal property costing over \$5,000 or having a useful life of more than one year.

Item Description	Quantity	Unit Price	Project Cost
TOTAL			

Equipment Narrative (*explain how these purchases will benefit the project exclusively*):

Line 3. Travel/Conferences/Training.

Supplemental budget included

Include travel expenses for agency project personnel only, 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 CJS approval. Any subcontract or subaward travel costs should be included in Line 5, Contractual Services.

A. Local Travel (<i>indicates purpose of travel; include meetings, conference, training, etc.</i>)	# of miles	Mileage rate					Project Cost
B. Conferences (<i>indicate conference title</i>)	# of people	# of nights	Lodging costs	Meals/Per diem	Other costs	Project Cost	
C. Grantee-sponsored training (<i>indicate training topics</i>)	# of people	# of nights	Lodging costs	Meals/Per diem	Other costs	Project Cost	
TOTAL							

Travel/Conferences/Training Narrative (*explain how these expenses will benefit the project exclusively and describe other costs*):

Line 4. Supplies. Supplemental budget included

Include office supplies, education/outreach/training supplies, software, computer/printer supplies, and other such items that generally have a useful life of less than one year. Additionally, include duplication, printing, postage, and shipping costs.

Item Description	Quantity	Unit Price	Project Cost
TOTAL			

Supplies Narrative (*explain how these purchases will benefit the project exclusively*):

Line 5. Contractual Services. Supplemental budget included

Include all costs which are to be incurred as a result of a subaward, agreement, or subcontract. Grantee must include a Budget Summary for all subcontractors. Prior to execution, CJS 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 under \$100,000. Competitive bids must be used for procurement of contractual services over \$100,000. Sole source contracts require additional information and prior CJS approval. Contractor rates in excess of \$450 per 8-hour day require additional documentation and prior CJS 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	Project Cost
<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							

Contractual Services Narrative (*explain how the specific services to be provided relate to the project exclusively*):

Line 6. Rent and Utilities.		<input type="checkbox"/> Supplemental budget included
<p>Include all expenses for use of office space and other facilities to include rent, telephone, cellular phones/pagers, and other utilities. Maintenance and operation costs are allowable unless duplicated in rent or extend beyond the life of the award.</p>		
Item Description	Computation	Project Cost
TOTAL		

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

Line 7. Administration.		<input type="checkbox"/> Supplemental budget included
<p>Include project-related costs such as accounting, project management, human resources, legal services, and payroll preparation. Administrative costs may not exceed 10% of the federal requirements.</p>		
Item Description	Computation	Project Cost
TOTAL		

Administration Narrative (*explain how the administrative expenses will benefit the project directly*):

Line 8. Other Costs.		<input type="checkbox"/> Supplemental budget included
Include expenses that do not readily fit into any of the other budget categories. Common examples of Other Costs include <i>direct client services, confidential funds, outreach/education campaign costs.</i>		
Item Description	Computation	Project Cost
TOTAL		

Other Costs Narrative (*explain how these costs will benefit the project exclusively*):

PART FOUR: STATEMENT OF FINANCIAL VIABILITY

Include a statement of financial viability indicating that your organization has the resources required to complete the project:

PART FIVE: THREE REFERENCES

Include a list of three references within the last five years from other completed projects, including contact information (name, title, organization, phone, email address, type of work performed, and name of project). At least one reference must be from a drug court project:

County	Agency	Contact Person	Purpose
Benton	Benton County Sheriff's Office	Tracy Dusseau 120 NW 4 th St. Corvallis, OR 97339	Enhanced existing services to 60 "higher risk" drug addicted adults. Added Parenting, Relationship, and Relapse Prevention Services to existing population. Provides mental health professional and childcare services as well. (CJC) \$126,120 Year One - \$153,486 Year Two
Deschutes	Deschutes County Mental Health Department	Scott Johnson, Mental Health Department Director 2577 NE Courtney Drive Bend, OR 97701	Establishes a new Family Drug Court in Deschutes County and provides program services to 20 meth addicted women whose children have been removed from their custody and their significant others for a total of 80 served. Services include intensive case management by child welfare, parole and probation, outpatient and residential addiction treatment services, co-occurring mental health treatment, medical and dental care, parenting education, job training, and wraparound services. Grant funds support a .75 FTE Child Welfare Caseworker, evaluation services, .25 FTE Probation Officer, .50 Public Health Nurse as well as alcohol and drug treatment services, child home visits and health service and drug testing. (Byrne) \$145,618 Year One \$157,414 Year Two Grant funds support a portion of several positions on the drug court team such as the Drug Court Coordinator, .25 FTE Mental Health Coordinator, and .25 FTE Grant Administration, as well as alcohol/drug treatment, parenting, and wraparound funds. (CJC) \$252,747 Year One - \$268,686 Year Two
Jackson	Jackson County Health & Human Services	Carin Niebuhr 1005 E. Main Street Medford, OR 97504	An existing Community Family Drug Court currently serves 50 custodial parents with children in the child welfare system. This program will add enhancement services to the existing population and add an additional 10 meth affected women and/or parenting women. Enhanced services include domestic violence assessment and intervention; housing specialist; independent living units will provide safe housing for the 10 meth affected women and therapeutic day care services. Grant funds support a .50 FTE Domestic Violence Coordinator, .50 FTE Housing Coordinator, treatment services, therapeutic child care services, transitional housing and evaluation services. (Byrne) \$209,776 Year One \$207,235 Year Two
	Jackson County Health & Human Services	Carin Niebuhr 1005 E. Main Street Medford, OR 97504	A new Adult Drug Court designed to serve 75 medium to high risk offenders with a priority on methamphetamine users. 89 percent of grant funds go to treatment and case management. (CJC) \$225,842 Year One - \$225,841 Year Two
Jefferson/Crook Counties	Lutheran Community Services NW	Karen Kramer 203 NE Court St. Prineville, OR 97754	A combined program expanding the Crook County program from 6 to 15 and creating a Jefferson County program with 15 participants. Grant pays for treatment, drug court coordinator, and urinalysis. (CJC) \$251,427 Year One - \$267,645 Year Two
Josephine	Choices Counseling Center	Rick Jones, Program Director 109 NE Manzanita Grants Pass, OR 97526	Targets an estimated 30 children and youth (ages 0 – 17) of active drug court participants that are meth abusing women with prevention-oriented services designed to reduce risk factors and encourages participation in healthy school and community based activities and provides participating parents with role modeling and coaching to improve parenting skills. The grant funds support a .42 FTE Family Therapist, 2 FTE Family Advisors, and contracted evaluation services. (Byrne) \$81,721 Year One - \$78,166 Year Two Grant funds support a portion of several positions (family therapist and advisors), equipment, 25 percent match on evaluation costs, barrier removal fund and renovation. (CJC) \$55,958 Year One - \$35,807 Year Two

County	Agency	Contact Person	Purpose
Klamath	Klamath County Mental Health Department	Colette Fleck 3314 Vandenberg Rd. Klamath Falls, OR 97603	Expands treatment capacity to an integrated adult, family, and juvenile court program. Provides treatment services for 20 adults and 6-10 juveniles. (CJC) \$130,000 Year One - \$139,540 Year Two
Lane	Relief Nursery	Sharri de Silva, Executive Director 1720 West 25th Avenue Eugene, OR 97405	Service enhancements in an existing drug court for 28 – 44 adult clients and 30 – 60 children (low-income methamphetamine-using women with children who reside in Lane County). Specifically, grant funds support a .36 FTE Teacher, .50 FTE Outreach/Parent Trainer, .8 FTE Mental Health Counselor, .20 FTE Respite childcare, contracted alcohol and drug treatment services, bus transportation for the children, and evaluation services. (Byrne) \$150,000 Year One - \$150,881 Year Two
	Lane County Health and Human Services	Peg Jenette 125 E. 8 th Ave. Eugene, OR 97401	Expands existing program by 34 slots for medium to high risk adult offenders charged with felony drug possession. The majority of the grant funds treatment services. (CJC) \$147,080 Year One - \$147,080 Year Two
Lincoln	Lincoln County	Rob Bovett Lincoln County 225 W Olive Street, Room 110 Newport, OR 97365	Implements a new drug court with support services for 15 parenting/pregnant women using methamphetamine and their children in an effort to reduce the number of children being removed from their homes. Specifically, grant funds support residential and outpatient treatment services and evaluation services. (Byrne) \$94,823 Year One - \$94,823 Year Two
			Grant funds support alcohol and drug treatment, urinalysis testing and the Drug Court Coordinator position. (CJC) \$80,000 Year One - \$100,000 Year Two
Linn	Linn County Department of Health Services	Frank Moore, Health Administrator P.O. Box 100 Albany, OR 97321	Increase number of meth abusing women served (from 5 to 30) in an existing drug court along with enhanced services such as housing assistance and case management; pre-natal support group w/transportation; and parenting class tuition assistance. Specifically, the grant funds support a .26 FTE Housing Case Manager, .10 FTE Public Health Nurse, .10 FTE Transportation Worker, Rental Assistance, Parenting Class Tuition Assistance and evaluation services. (Byrne) \$107,151 Year One - \$107,151 Year Two
			Funds the Treatment Specialist position, .5 FTE Drug Court Coordinator, .25 FTE Office Specialist, and provides five residential treatment beds, supplies, training and urinalysis testing. (CJC) \$80,000 Year One - \$82,000 Year Two
Marion	Family Building Blocks	Ginger Bensman 2425 Lancaster Dr NE Salem, OR 97305	Developed new therapeutic early childhood services and drug treatment resources for 20 mothers whose children have been removed to foster care due to methamphetamine addiction and 36 children aged 0-5 years old. Grant funds support 2 FTE Teachers, teacher home visits, contracted treatment and evaluation services, client transportation and supplies. (Byrne) \$149,991 Year One - \$149,775 Year Two
			Funds a Mental Health Therapist and a Family Support Worker as well as provides parenting curriculum. (CJC) \$58,941 Year One - \$58,750 Year Two
	St. Vincent de Paul Society of the Willamette Valley	Kimberly Alain 3745 Portland Rd. NE Salem, OR 97303	Focused on adult offenders with drug endangered children. Provides for addiction and mental health treatment for participants who can otherwise not afford it. Effectively expands the size of the program. (CJC) \$100,000 Year One - \$187,840 Year Two
	Marion County Juvenile Department	Michael Maryanov 3030 Center St. Salem, OR 97301	A juvenile drug court expansion from 15 to 30 youth and their families. Grant provides for treatment, drug testing, and a wellness program. (CJC) \$57,086 Year One - \$53,079 Year Two

County	Agency	Contact Person	Purpose
Multnomah	Multnomah County Department of Community Justice	John Turner 501 SE Hawthorne Blvd. Suite 250 Portland, OR 97214	Increased and expanded services to existing adult criminal population, enabling the program to serve higher risk participants. Services include expanded access to Evidence-Based Practices for addiction and trauma, a Mental Health Nurse Practitioner, residential treatment, and transitional housing vouchers. (CJC) \$283,658 Year One - \$283,542 Year Two
Wasco & Hood River Counties	Mid-Columbia Center for Living	Sharon Guidera, M.A.; Executive Director Wasco County Annex A, Rm 207 419 East Seventh St The Dalles, OR 97058-2607	Target 20 parenting/pregnant women using methamphetamine at high-risk for recidivism in an existing drug/dependency court. Service enhancements include intensive case management, targeted crisis intervention, family psycho-education, Matrix Model Outpatient Treatment Services, along with increased service supports for housing, transportation, medication management, psychiatric assessments and parent training. Grant funds support an Addictions Counselor, residential treatment services, psychiatric assessment, medication management and medications, alcohol and drug testing, temporary and transitional housing, Matrix Training on site for staff, and program evaluation services. (Byrne) \$150,000 Year One - \$150,000 Year Two
Umatilla	Umatilla County Community Corrections	Mark Royal 4705 NW Pioneer Pl. Pendleton, OR 97801	A new adult drug court program designed to serve 72 medium and high risk offenders. Grant provides for a coordinator, drug testing, and treatment services. (CJC) \$271,226 Year One - \$277,553 Year Two
Union	Center for Human Development	Dwight Dill, Program Director 1006 K Avenue La Grande, OR 97850	Increase number of drug court participants from 16 to 40 by increasing number of meth abusing women served (from 10 to 24). In addition, hiring a new drug court team member provides treatment subsidies to meth abusing women and mothers and provides treatment for 12 children of meth abusing mothers. (Byrne) \$132,935 Year One - \$132,935 Year Two
	Union County	Gail Hinshaw 1006 K Avenue La Grande, OR 97850	Provides for drug court coordinator and drug testing equipment, including alcohol monitoring bracelets. (CJC) \$61,092 Year One - \$66,607 Year Two
Washington	Washington County Department of Health & Human Services	Susan Irwin, Program Director 155 N. First Avenue; MS #4 Hillsboro, OR 97124	Current drug court will expand (currently serving 20 participants) to 55 with 15 parenting/pregnant women using methamphetamine. These women will be integrated into the existing drug court treatment services and will also receive services addressing trauma issues. All children will have access to mental health evaluations and treatment as well as wraparound services. Nearly 50 percent of grant funds support drug and alcohol treatment services as well as a .50 FTE Case Manager, .50 Asst. Drug Court Coordinator, and evaluation services. (Byrne) \$148,290 Year One - \$176,957 Year Two
	Washington County Juvenile Department	Laurie Rice 222 N First Ave. MS-47 Hillsboro, OR 97124	Grant funds support drug and alcohol treatment services. (CJC) \$197,424 Year One - \$220,732 Year Two Expands existing juvenile drug court program focused on juvenile felony drug offenders. Offers services to 15-18 youth who would otherwise not qualify for the program. (CJC) \$99,956 Year One - \$100,346 Year Two
Yamhill	Yamhill County Chemical Dependency Program	Chris Johnson, Program Director 627 NE Evans Street McMinnville, OR 97128	Target 10 unduplicated cases of parenting/pregnant women using methamphetamine in a drug court with increased service enhancements (ie. RN case management, psychiatric medication management, trauma-informed mental health treatment, and program evaluation). Specifically, grant funds support a .50 FTE Chemical Dependency Treatment Specialist, .30 FTE Registered Nurse, .15 and .10 FTE Mental Health Specialists, urinalysis testing and evaluation services. (Byrne) \$129,659 Year One - \$137,616 Year Two

SUPPLEMENTAL BUDGET

Line 1. Personnel.								
Title of Position	Name of Employee (if available)	C	N	Rate of Pay	OT	Total Pay	Project FTE (%)	Total Project Amount
		<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"/>			

Line 1. 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.)	Project Tax Cost	Project Benefit Cost	Total Cost (Taxes + Benefits)

Line 2. Equipment.			
Item Description	Quantity	Unit Price	Project Cost

Line 3. Travel/Conferences/Training.								
A. Local Travel (<i>indicate purpose of travel; include meetings, conference, training, etc.</i>)				# of miles	Mileage rate	Project Cost		
B. Conferences (<i>indicate conference title</i>)			# of people	# of nights	Lodging costs	Meals/Per diem	Other costs	Project Cost
C. Grantee-sponsored training (<i>indicate training topics</i>)			# of people	# of nights	Lodging costs	Meals/Per diem	Other costs	Project Cost

Line 4. Supplies.					
Item Description			Quantity	Unit Price	Project Cost

Line 5. Contractual Services.							
Sub-Award	Three Quotes	Competitive Bid	Sole Source	Consultant Name/Organization Name	# of hrs/days	Cost per hr/day	Project Cost
<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"/>				

Line 6. Rent/Utilities			
Item Description		Computation	Project Cost

Line 7. Administrative Costs.		
Item Description	Computation	Project Cost

Line 8. Other Costs.		
Item Description	Computation	Project Cost

SUBAWARD/SUBCONTRACTOR INFORMATION							
Grant Project:	Statewide Evaluation of Byrne Methamphetamine Reduction Grant Project						
Project Title:							
Subawardee/ Subcontractor:							
Address:							
City/State:		Zip:		Phone #:		Fax #:	
Authorized official for subaward:							
Signature of authorized official:						Date:	

BUDGET SUMMARY	
Expense Category	Budget
	Grant Funds
1. Personnel/ Taxes/ Benefits	
2. Equipment	
3. Travel/ Conferences/ Training	
4. Supplies	
5. Contractual Services	
6. Rent/Utilities	
7. Administrative Costs	
8. Other	
TOTAL	

**Round all figures to the nearest whole dollar*

**OREGON STATE POLICE
CRIMINAL JUSTICE SERVICES
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM
GRANT AWARD AGREEMENT**

PROGRAM NAME: GRANT NO: # -

ADMINISTERING
AGENCY:

GRANTEE: FY 200X AWARD: \$

ADDRESS: AWARD PERIOD: XXXX

PROGRAM CONTACT: TELEPHONE: 0
FAX:

FISCAL CONTACT: TELEPHONE: 0

BUDGET

REVENUE

Federal Grant Funds \$
Match Funds \$

TOTAL REVENUE: \$

EXPENDITURES

Personnel \$
Equipment \$
Travel/Conferences/Training \$
Supplies \$
Contractual Services \$
Rent and Utilities \$
Administrative Costs \$
Other \$

TOTAL EXPENDITURES: \$

GRANT AWARD PROVISIONS

I. Provisions of Award

- A. Agreement Parties. This Agreement is between the State of Oregon, acting by and through its Oregon State Police, Criminal Justice Services, hereafter called CJS, and the forenamed 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 CJS accepts Grantee's completed performance or on **December 31, 2009**, whichever date occurs last. Agreement termination shall not extinguish or prejudice CJS'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, Grantee shall implement the Edward Byrne Memorial Justice Assistance Grant Program ("JAG") as described in Part One (Program Narrative) and Part Five (Goals, Activities, 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, *Grant Management Handbook*, progress report, Monitoring Policy and Procedures, Audit Certification, Certification of EEO Compliance, and Confidential Funds Certification (as required).
- 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. 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 CJS to enforce any provision of this Agreement shall not constitute a waiver of CJS 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 CJS to modify the Program or budget. **Grantee agrees to cooperate with CJS to negotiate, if necessary, progress report activity goals and performance measures for the Grantee and any contractual services.** CJS may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by CJS. Failure of the Grantee to operate the Program in accordance with the written agreed upon objectives contained in the grant application, progress report, and budget will be grounds for immediate suspension or termination, or both, of the grant Agreement pursuant to Section IV of this grant 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. CJS certifies that it has sufficient funds currently authorized for expenditure to finance costs of this Agreement within CJS's current biennial appropriation or limitation. Grantee understands and agrees that CJS's payment of amounts under this Agreement is contingent on CJS receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow CJS, 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, Retention 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 Comptroller 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 Comptroller available at: <http://www.ojp.usdoj.gov/finguide06/finguide2006.pdf>; and apprise itself of all rules and regulations set forth.
 2. Access to Records. CJS, 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 CJS within 30 days of completion. If Grantee expends less than \$500,000 in its fiscal year in Federal funds, Grantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 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. Matching Funds. **The Grantee acknowledges by accepting grant funds that all reported match is in the form of a cash match or in-kind and not other Federal funds.** The Grantee acknowledges that all rules that apply to grant funds apply to match funds. Grant and match funds must be used only for the Program funded by the source referenced in I.E. (Source of Funds) during the grant period to support the goals, objectives and activities as identified in the grant application and reporting document. Match funds cannot be used to support

activities that are not concurrently supported by these grant funds. The Grantee certifies that match funds required to pay the non-Federal portion of the Program shall be in addition to funds that would otherwise be made available to fund programs within the previously referenced grant guidelines.

2. 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 programs 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 the grant 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 **October 31, 2008; January 31, 2009; April 30, 2009; July 31, 2009; October 31, 2009 and February 26, 2010**. **Any progress report 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 CJS to extend a progress report requirement past its due date.
2. Financial Reimbursement Reports.
 - a. In order to receive reimbursement, the Grantee agrees to submit to CJS, 4760 Portland Road NE, Salem, Oregon 97305, the original signed Request for Reimbursement (RFR) which includes **supporting documentation for all grant and match expenditures**. RFRs must be received no later than **October 31, 2008; January 31, 2009; April 30, 2009; July 31, 2009; October 31, 2009 and February 26, 2010**. 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 CJS 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 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 **July 1, 2008 or after December 31, 2009**.
 - e. Grantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government pursuant to Sections II.T., II.U., and IV.B. CJS 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.
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 CJS 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 CJS 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 CJS 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 CJS.

4. Audit Reports. Grantee shall provide CJS 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. CJS is responsible for monitoring and reviewing the activities of Grantee to ensure that all services provided by Grantee under this Agreement conform to State and Federal standards and other performance requirements specified in the Agreement. After reasonable notice and as often as CJS may deem necessary during the grant award period, CJS may perform program and fiscal monitoring pursuant to the Monitoring Policy and Procedures.
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 CJS for purpose of monitoring.

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 CJS 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 CJS pursuant to the Program
2. Original Works. All Work Product created by Grantee pursuant to the Program performed 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 CJS. CJS and Grantee agree that such original works of authorship are “work made for hire” of which CJS 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 CJS 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 CJS’s reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in CJS. 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 CJS 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 CJS’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 CJS’s behalf and in the name of CJS 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 CJS’s behalf.

3. Grantee Intellectual Property. In the event that Work Product is Grantee Intellectual Property Grantee hereby grants to CJS 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 CJS's behalf.
4. Third Party Works. In the event that Work Product is Third Party Intellectual Property, Grantee shall secure on the CJS's behalf and in the name of CJS, 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 CJS's behalf.

I. Indemnity.

1. General Indemnity. Grantee shall defend, save, hold harmless, and indemnify the State of Oregon and CJS 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.
2. Indemnity for Infringement Claims. Without limiting the generality of the previous section, Grantee expressly agrees to defend, indemnify, and hold CJS, 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 CJS by Grantee that may be the subject of protection under any state or Federal intellectual property law or doctrine, or the CJS'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.
3. Control of Defense and Settlement. Grantee 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 or any CJS of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, 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. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon 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. Subgrantee 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. Subgrantee 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, Subgrantee provides transportation for and/or transports individuals in automobiles, Subgrantee 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 State Police, Criminal Justice Services.
 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 State Police, Criminal Justice Services. Automobile Liability and Commercial General Liability insurance coverage required by this section must name the State of Oregon, Oregon State Police, Criminal Justice Services, 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/or self-insurance.
- K. No Implied Waiver, Cumulative Remedies. The failure of CJS 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 CJS (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 a Circuit Court for 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. **Grantee, By Execution Of This Agreement, Hereby Consents To The In Personam Jurisdiction Of Said Courts.**
- 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 or use 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, or mailing the same by registered or certified mail, postage prepaid to Grantee or CJS 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 CJS'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 in its use of Federal funds. CJS'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 CJS, 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 CJS.

P. No Third Party Beneficiaries. CJS 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, Retention and Access to Records; Audits); Section II.F. (Reports); and Section II.I. (Indemnity).

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 Overpayments. If billings under this Agreement, or any other Agreement between Grantee and CJS, result in payments to Grantee to which Grantee is not entitled, CJS, after giving written notification to Grantee, may withhold from payments due to Grantee such amounts, over such periods of time, as are necessary to recover the amount of overpayment.

U. Recovery of Grant Funds. Any grant funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination of this Agreement or the Availability Termination Date ("Unexpended Funds") must be returned to CJS. Grantee shall return all Misexpended Funds to CJS promptly after CJS's written demand and no later than 30 days after CJS's written demand. Grantee shall return all Unexpended Funds to CJS within ten days after the earlier of termination of this Agreement or the Availability Termination Date.

V. Amendments. CJS 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 CJS 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 CJS, 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.

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, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this Agreement on the basis of race, color, age, religion, national origin, handicap, or gender. The Grantee, and all its contractors and subcontractors, assures 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 or any of its contractors or subcontractors will forward a copy of the finding to CJS. CJS 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, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice has issued guidance for grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

- 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, or any of its contractors or subcontractors, agrees 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 or any of its contractors or subcontractors, agrees to formulate, implement and maintain an EEOP relating to its practices affecting women. The Grantee, and any of its contractors and subcontractors, certifies that an EEOP as required by this section will be in effect on or before the effective date of this Agreement. Any Grantee, and 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, shall 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 award, 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. Notifying the Grantee within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
 6. 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.
 7. 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 award period start date.
 3. Grantee fails to make satisfactory progress toward the goals and objectives and comprehensive evaluation plan set forth in the application or the progress report.
 4. Grantee fails to adhere to the requirements and the terms and conditions of the grant award.
 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.
- B. Remedies upon Default. CJS will provide reasonable notice to the Grantee if CJS believes Grantee is or may be in default and will attempt to resolve the problem informally. If Grantee does not cure any default within 30 days of written notice thereof to Grantee from CJS or such longer period as CJS may authorize in its sole discretion, CJS may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the grant funds, payment of interest earned on the grant funds, and declaration of ineligibility for the receipt of future grant awards from CJS. If, as a result of Grantee's default, CJS 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 CJS's demand.
- C. Termination.
1. CJS Termination. CJS may terminate this Agreement:
 - a. Immediately upon written notice to Grantee, if CJS does not obtain sufficient funding, appropriation, limitations, allotments or other expenditure authority to allow CJS 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 CJS 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. Upon 30 days advance written notice to Grantee, if Grantee is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as CJS may specify in the notice.
 - d. 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.
 - e. Immediately upon written notice to Grantee, if CJS 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 CJS, if 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. If Grantee terminates this Agreement under this Section, CJS may end all further disbursements of grant funds upon receipt of Grantee's termination notice but Grantee shall not be required to repay to CJS any grant funds previously disbursed to and expended by Grantee in accordance with the terms and conditions of this Agreement.
 - b. CJS fails to pay Grantee any amount pursuant to the terms of this Agreement, and CJS fails to cure such failure within 30 days after Grantee's notice or such longer period as Grantee may specify in such notice.
 - c. CJS commits any material breach or default of any covenant, warranty, or obligation under this Agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and CJS fails to cure such 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, CJS 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 CJS'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 CJS's right to recover any grant funds from Grantee in accordance with the terms of this Agreement.

V. Representations and Warranties

Grantee represents and warrants to CJS as follows:

- A. Existence and Power. Grantee is an independent, nonprofit corporation, duly organized, validly existing, and in good standing under the laws 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 articles of incorporation or bylaws 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 Administrating Agency, by signature of its authorized official, hereby acknowledges that he/she has read this Agreement, understands it, agrees to be bound by its terms and conditions (including all references to other documents) and is authorized by Grantee to execute this Agreement on Grantee's behalf. Failure to comply with this Agreement and with applicable State and Federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the Agreement, denial of future grants, and damages to CJS.

Approved by Administrating Agency

Signature of Authorized Administrating Agency Official

Date

Name/Title

Federal Tax ID Number

State Tax ID Number

Approved by Criminal Justice Services

Karen Green, Grants Manager
Criminal Justice Services
Oregon State Police
4760 Portland Road NE
Salem, OR 97305
(503) 378-4145 ext 546

Date

Approved for Legal Sufficiency

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

Assistant Attorney General

Date

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, CJS, 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, Criminal Justice Services
 4760 Portland Road NE, Salem, Oregon 97305
 Fax # (503) 378-6993

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.

Authorized Signature

Printed Name

Title

CERTIFICATION of EEO COMPLIANCE

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

The purpose of an Equal Employment Opportunity Plan (EEO) 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 EEO in accordance with 28 CFR 42.301-308. The regulations exempt some recipients from all of the EEO requirements. Other recipients, according to regulations, must prepare, maintain on file and implement an EEO, but they do not need to submit the EEO for review. Grantees must certify that they comply with, or are not covered by, EEO regulations. It is the responsibility of Criminal Justice Services (CJS) to monitor grantee compliance with these requirements.

Grantees must prepare, implement, and maintain an EEO 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 EEO 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 EEO 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 EEO 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 Criminal Justice Services, Oregon State Police, 4760 Portland Road NE, Salem, OR 97305, within 60 days of receipt of award. CJS 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 EEO requirements, please access the Office for Justice Programs, Office for Civil Rights web page at: www.ojp.usdoj.gov/ocr/eeop.htm.