



John D. Wentworth, Clackamas County District Attorney

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March 7, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Sitting/Acting as _____
Clackamas County

Approval to accept a Victims of Crime Act & Criminal Fines Account Non-Competitive Program Grant from the Oregon Department of Justice. Total value is \$1,526,474 for two years. Funding Federal and State Grant funds. No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues – March 5, 2024 08/17/2023 Agenda Item: 20230817 IV.A.4 – Request for approval to apply for grant funds		
Performance Clackamas	Build public trust through good government and ensure safe, healthy and secure communities by: 1. Respond to the emotional needs of crime victims. 2. Assist victims to stabilize their lives after a victimization. 3. Assist victims to understand/participate in the Criminal Justice System while invoking their statutory Victim Rights. 4. Provide victims with a measure of safety and security while restoring a violence free life.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Carrie Walker	Contact Phone	503-655-8616

EXECUTIVE SUMMARY:

As a result of the 1983 Oregon Legislature, ORS 147.227 mandates that county prosecution-based Victim Assistance Programs (VAP) statutorily mandate the following core services in assistance to victims of crime under the funding guidelines of the CFA (aka: Unitary Assessment) funding:

- Notify victim of their Victim Rights
- Inform victims, upon request, of the status of the criminal case involving the victim.
- Provide advocacy for victims as they move through the criminal justice system.
- Assist victims in the preparation of restitution documents.
- Prepare victims for court hearings and encouraging & facilitating victim testimony.
- Accompany victims to court hearings/Grand Jury/trials/sentencing.
- Involve victims in the decision-making process in the criminal justice system.
- Inform victims of the processes to request the return of property held as evidence.
- Assist victims with logistics related to court appearances.

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- Assist victims of crime in the preparation and submission of Crime Victims Compensation Program (CVCP) applications to the Department of Justice.

The Victims of Crime Act of 1984 (VOCA) is the only federal grant program supporting direct assistance services to victims of all types of crimes. Federal VOCA funds are passed through the Oregon Department of Justice to victim service organizations throughout the state to extend and enhance services to victims of crime.

In addition to the mandated core services previously listed, the Clackamas County District Attorney's Office - Victim Assistance Program also provides essential support services to victims of crime, such as:

- Immediate and long-term safety planning
- Crisis intervention and ongoing emotional support
- Assistance in obtaining protective orders
- Counseling and community resource referrals
- Crime scene response with law enforcement
- Call out response to hospital emergency departments for forensic medical exams
- Support for victims regardless of the prosecutorial merits of the case
- Advocacy while navigating the criminal justice system, both pre, and post-adjudication

RECOMMENDATION:

I respectfully recommend that the Clackamas County Board of County Commissioners approve this request to accept funds for the 2023-2025 Victims of Crime Act & Criminal Fine Account Non-Competitive Program Grant between Clackamas County, acting through its District Attorney's Office and the Victims of Crime Act and Criminal Fines Account Grant through the Oregon Department of Justice.

Respectfully submitted,

John D. Wentworth
District Attorney



DEPARTMENT OF JUSTICE
CRIME VICTIM AND SURVIVOR SERVICES DIVISION

MEMORANDUM

DATE: October 1, 2023

TO: 2023-2025 VOCA and CFA Non-Competitive Grant Recipients

FROM: Marjorie Doran, Fund Coordinator

Attached is your agency's 2023-2025 VOCA and Criminal Fine Account (CFA) Non-Competitive Grant Agreement. Please download the entire document and have your authorized official sign the following pages:

- The final page of the Grant Agreement;
- Exhibit A – Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements;
- Exhibit B – Standard Assurances;
- Exhibit C – Single Audit Certification Letter;
- Exhibit D – Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants issued by the Oregon Department of Justice; and
- Exhibit E – Victims of Crime Act Special Conditions

Once the Grant Agreement is signed, please upload a copy of the signed Grant Agreement and Exhibits in the “Grantee Signed Grant Agreement” upload field on the “Grant Agreement Upload” page in your application in E-Grants. Once the documents are uploaded, you will need to **change the application status in CVSSD E-Grants to “Agreement Accepted.”**

Once the signed Grant Agreement has been uploaded in E-Grants, a copy of the Grant Agreement signed by both your authorized official and CVSSD Director Shannon Sivell will be uploaded into E-Grants and the status of your application will be changed to “Grant Awarded.” You will find the uploaded copy of your grant agreement under the “Agreement Upload” form on the Forms Menu of your application.

If you have any questions regarding this Agreement, please contact your Fund Coordinator.



DEPARTMENT OF JUSTICE
Crime Victim and Survivor Services Division

**VICTIMS OF CRIME ACT
CRIMINAL FINE ACCOUNT
2023-2025 VOCA AND CFA NON-COMPETITIVE
GRANT AWARD COVER SHEET**

<p>1. Applicant Agency's Name and Address: Clackamas County, acting by and through its District Attorney's Office 807 Main Street Oregon City, OR 97045-1845 Contact Name: Carrie Walker Telephone: (503) 655-8616 E-mail: carriewal@co.clackamas.or.us</p>	<p>2. Special Conditions: This grant project is approved subject to such conditions or limitations as set forth the attached Grant Agreement.</p> <p>3. Statutory Authority for Grant: VOCA: Federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 1061 ET SEQ and ORS 147.231 (1) CFA: ORS 147.227 and OAR 137-078-0000</p>
<p>4. Award Number: VOCA/CFA-2023-ClackamasCo.DAVAP-00014</p>	<p>5. Award Date: October 1, 2023</p>
<p>6. Subrecipient Tax Identification Number: 93-6002286</p>	<p>7. UEI Number: NVWKA VB8JND6</p>
<p>8. Type of Party Receiving Funds: <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor</p>	<p>9. Project Period: October 1, 2023 – September 30, 2025</p>
<p>10. VOCA Category: General Victim Services</p>	<p>11. Total VOCA Grant Award Amount / Match Amount Required: \$1,023,466.00/ \$255,866.50 Match Waiver Approved For: \$255,866.50</p>
<p>12. VOCA CFDA Number: CFDA 16-575</p>	<p>13. Total CFA Grant Award Amount: CFA Allocation: \$443,860.00 Carry Over: \$ 62,147.37 Total CFA Award: \$506,007.37</p>
<p>14. Indirect Cost Rate: NA</p>	<p>15. Total Federal Award Amount: \$1,023,466.00</p>
<p>16. VOCA Annual Narrative Report Due Dates: October 31, 2024 October 31, 2025 (final)</p>	<p>17. VOCA and CFA Financial Reports, VOCA PMT Report, and CFA Statistical Report Due Dates: January 31, 2024 January 31, 2025 April 30, 2024 April 30, 2025 July 20, 2024 July 20, 2025 October 31, 2024 October 31, 2025 (final)</p>
<p>18. Common Outcome Measures Report Due Dates: April 30, 2024 October 31, 2024 April 30, 2025 October 31, 2025</p>	

This award is contingent upon the Subrecipient agreeing to the terms of award for the grant entitled "2023-2025 VOCA and CFA Non-Competitive Grant Request for Applications for Awards". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.

**OREGON DEPARTMENT OF JUSTICE
VOCA AND CFA INTERGOVERNMENTAL GRANT AWARD
2023-2025 VOCA AND CFA NON-COMPETITIVE GRANT AGREEMENT
VOCA/CFA-2023-ClackamasCo.DAVAP-00014**

BETWEEN: State of Oregon, acting by and through (DOJ CVSSD)
its Department of Justice,
1162 Court St. NE
Salem, Oregon 97301-4096

AND: Clackamas County, acting by and through its District Attorney's Office(Subrecipient)
807 Main Street
Oregon City, OR 97045-1845

PROJECT START DATE: October 1, 2023

GRANT AWARD PROVISIONS

**SECTION 1
LEGAL BASIS OF AWARD**

Section 1.01. Legal Basis of Award.

- (a) Pursuant to the federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 10601 *et.seq.* ("VOCA") and ORS 147.231(1), Grantor is authorized to enter into a grant agreement and to make an award from funds received under VOCA to Subrecipient for the purposes set forth herein.
- (b) Pursuant to ORS 147.227 (1), DOJ CVSSD is authorized to enter into a Grant Agreement and to make an award, from funds in the Criminal Injuries Compensation Account that are received from the Criminal Fine Account (CFA), to Subrecipient for the purposes set forth herein.

Section 1.02. Agreement Parties. This Intergovernmental Grant Award Agreement, hereafter referred to as "Agreement", is between DOJ CVSSD and the forenamed Subrecipient.

Section 1.03. Effective Date. When all parties have duly executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective, and have a Project start date of as of October 1, 2023.

Section 1.04. Agreement Documents. This Agreement includes the following documents listed in descending order of precedence and incorporated into this Agreement. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control.

- (a) This Agreement without any exhibits.
- (b) Exhibits A through E as described in Section 2.04(c).
- (c) The most current version of the VOCA Handbook available at DOJ CVSSD's web page under **VOCA Federal Rules and State Guidelines** <https://www.doj.state.or.us/crime-victims/grant-funds-programs/victims-of-crime-act-voca-assistance-fund/#vocafederalrules> ("VOCA Handbook") and the CFA Grant Management Handbook available at <https://www.doj.state.or.us/crime-victims/grant-funds-programs/criminal-fine-account-cfa-funding/>, ("CFA Grant Management Handbook").
- (d) 2023-2025 VOCA and CFA Grant Funds Request for Applications for Awards ("VOCA and CFA RFA").
- (e) Subrecipient's VOCA and CFA Application from the VOCA and CFA Non-Competitive Application to include the general information for all Subrecipients, (Form A, Cover Page; Form B, Staff, Volunteers and Training Requirements; Form D, Advancing Equity and Meaningful Engagement; Form E, Meaningful Access to Effective Services; From F, Project Collaborations, Form G. VOCA Services; Form H, Administrative Risk Self-Assessment;

From I, Financial Management Risk Self-Assessment; Form J, MOUs, Contracts and Subawards with CVSSD Funds (if applicable); Form K, Other Attachments; Form L, Program Income Narrative (if applicable); and the Subrecipient’s CFA Application as defined in Section 1.04 (f) herein, and the Subrecipient’s VOCA Application as defined in Section 1.04 (e) herein, are collectively referred to as the “Subrecipient’s VOCA and CFA Application.”

- (f) Subrecipient’s VOCA Application from the VOCA and CFA RFA to include the following and collectively referred to as “Subrecipient’s VOCA Application”
 - i. Forms M, N, O, P, and Q of the Subrecipient’s VOCA and CFA Application, the “VOCA Budget”.
- (g) Subrecipient’s CFA Application from the VOCA and CFA RFA to include the following and collectively referred to as “Subrecipient’s CFA Application.”
 - i. Forms M, N, O, and Q of the Subrecipient’s VOCA and CFA Application, the “CFA Budget”.

Section 1.05. Requirements for Pass-through Entities. Information required by 2 CFA 200.32 for pass-through entities to include on all subawards is contained herein or available for VOCA at: https://justice.oregon.gov/crime-victims/pdf/voca_pass_through_agreement_requirements.pdf.

SECTION 2 GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, DOJ CVSSD shall provide Subrecipient with the maximum not-to-exceed amount of **\$1,467,326.00** (the “Grant”) from VOCA and CFA to financially support and assist Subrecipient’s implementation of the Subrecipient’s VOCA and CFA Application (as described in Section 1.04), and all supplemental documents submitted by Subrecipient to DOJ CVSSD, all of which are incorporated herein by this reference and collectively referred to as the “Project”.

Fund	Total Allocation	Carryover	Total Maximum Funds
VOCA	\$1,023,466.00		\$1,023,466.00
CFA	\$443,860.00	\$ 62,147.37	\$506,007.37

Section 2.02. Grant Award. In accordance with the terms and conditions of this Agreement, Subrecipient shall implement the VOCA and CFA activities as described in the Project.

Section 2.03. Disbursement of Grant Funds. Subject to Sections 2.04, 2.05, and 2.06, DOJ CVSSD shall disburse the Grant funds to Subrecipient as follows:

- (a) For VOCA funds, disbursements shall be on a quarterly eligible expense reimbursement basis after this Agreement is fully executed by all parties and all required approvals, if any, obtained and when DOJ CVSSD has received from Subrecipient a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (iii) this Agreement terminates as provided herein.
- (b) For CFA funds, the first installment shall be disbursed as soon as practicable after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained. Thereafter the Grant shall be disbursed in amounts to be determined by DOJ CVSSD on or about each following January 31, April 30, July 31, October 31 until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (iii) this Agreement terminates as provided herein.

Section 2.04. Conditions Precedent to Each Disbursement. Prior to each disbursement, all of the following conditions must be satisfied:

- (a) DOJ CVSSD has received sufficient federal and state funds under VOCA, CFA and the Criminal Injuries Compensation Account to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (b) DOJ CVSSD has received sufficient funding appropriations, limitations, allotments, or other expenditure authorizations to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) DOJ CVSSD has received a copy of **Exhibit A**, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, **Exhibit B**, Standard Assurances, **Exhibit C**, Single Audit Certification Letter, **Exhibit D**, Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice, **Exhibit E**, Victims of Crime Act Special Conditions, and all in the form attached hereto and incorporated herein by this reference, duly executed and delivered on behalf of Subrecipient by an authorized official of Subrecipient.
- (d) Subrecipient certifies it has obtained the required insurance, or self-insurance, coverage for the duration of this Agreement and acknowledges Subcontractor Insurance Requirements contained in Section 7.08 of this agreement;
- (e) If Subrecipient expends \$750,000 or more in federal funds from all sources Subrecipient has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F;
- (f) If Subrecipient agency does not claim an exemption from the Equal Employment Opportunity Plan (“EEOP”) requirement (Subrecipient is an educational, medical or non-profit institution or an Indian Tribe; or Subrecipient has less than 50 employees; or Subrecipient was awarded less than \$25,000 in federal U.S. Department of Justice funds), Subrecipient has prepared, maintained on file, submitted to the Office for Civil Rights or DOJ CVSSD for review (if receiving a single award of \$25,000 or more) an EEOP Utilization Report, and implemented an EEOP.
- (g) Subrecipient is current in all reporting requirements of all active or prior grants administered by DOJ CVSSD;
- (h) No default as described in Section 6.04 has occurred; and
- (i) Subrecipient’s representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Supplemental Grant Disbursement Conditions. **Reserved**

Section 2.06. Grant Availability Termination. The availability of Grant funds under this Agreement and DOJ CVSSD’s obligation to disburse Grant funds pursuant to Section 2.03 shall end on **September 30, 2025** (the “Availability Termination Date”). DOJ CVSSD will not disburse any Grant funds after the September 30, 2025, Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when DOJ CVSSD accepts Subrecipient’s completed reports, as described in Section 5.07, or on **September 30, 2025**, whichever date occurs first, exclusive of financial and narrative reports which are due no later than 30 days after the Availability Termination Date. Agreement termination shall not extinguish or prejudice DOJ CVSSD’s right to enforce this Agreement with respect to any default by Subrecipient that has not been cured.

SECTION 3
USES OF GRANT

Section 3.01. Eligible Uses of Grant. Subrecipient’s use of the Grant funds is limited to those expenditures necessary to implement the Project. All Grant funds must be for expenses that are eligible under applicable federal and State of Oregon law, and as described in the most recent versions of the VOCA Handbook and the CFA Handbook. Furthermore,

Subrecipient's expenditure of Grant funds must be in accordance with the Project VOCA and CFA Budget set forth in the Subrecipient's VOCA CFA Application.

Section 3.02. **Ineligible Uses of Grant Funds.** Notwithstanding Section 3.01, Subrecipient shall not use the Grant funds for (i) indirect costs defined in 2 CFR 200.1 in excess of a federally-approved Negotiated Indirect Cost Rate, or in excess of ten percent (10%) if Subrecipient does not have a federally approved Negotiated Indirect Cost Rate, (ii) unallowable costs as listed in 2 CFR Part 200 and OAR 137-078-0041 (2)(a), (iii) to provide services to persons other than those described in Section 5.18(a) of this Agreement, (iv) for any purpose prohibited by any provision of this Agreement, or (v) to retire any debt or to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement. A detailed list of unallowable costs can be found in the most recent versions of the VOCA and CFA Grant Handbooks.

Section 3.03. **Misexpended and Unexpended Grant Funds.** Any federal or state Grant funds disbursed to Subrecipient, or any interest earned by Subrecipient on the federal or state Grant funds, that is not expended by Subrecipient (i) in accordance with this Agreement ("Misexpended Funds") or (ii) by the earlier of the appropriate Availability Termination Date or the date this Agreement is terminated ("Unexpended Funds") shall be returned to DOJ CVSSD. Notwithstanding the preceding sentence to the contrary, at DOJ CVSSD's discretion and with DOJ CVSSD's prior approval, Subrecipient may request an Amendment to this Agreement to extend the Availability Termination Date, or the unexpended Grant funds shall be returned to DOJ CVSSD.

Subrecipient may, at its option, satisfy its obligation to return Misexpended and Unexpended Funds under this Section 3.03 by paying to DOJ CVSSD the amount of Misexpended and Unexpended Funds or permitting DOJ CVSSD to recover the amount of the Misexpended and Unexpended Funds from future payments to Subrecipient from DOJ CVSSD. If Subrecipient fails to return the amount of the Misexpended and Unexpended Funds within fifteen (15) days after the earlier of written demand from DOJ CVSSD, the appropriate Availability Termination Date or the date this Agreement is terminated, Subrecipient shall be deemed to have elected the deduction option and DOJ CVSSD may deduct the amount demanded from any future payment or payments from DOJ CVSSD to Subrecipient, including but not limited to: (i) any payment to Subrecipient from DOJ CVSSD under this Agreement, (ii) any payment to Subrecipient from DOJ CVSSD under any other contract or agreement, present or future, between DOJ CVSSD and Subrecipient, and (iii) any payment to Subrecipient from the State of Oregon under any other contract, present or future, unless prohibited by state or federal law. DOJ CVSSD shall notify Subrecipient in writing of its intent to recover Misexpended and Unexpended Funds and identify the program or programs from which the deduction or deductions will be made. Subrecipient shall have the right to, not later than fourteen (14) calendar days from the date of DOJ CVSSD's notice, request the deduction be made from a future payment(s) identified by Subrecipient. To the extent that DOJ CVSSD's recovery of Misexpended and Unexpended Funds from the future payment(s) suggested by Subrecipient is feasible, DOJ CVSSD shall comply with Subrecipient's request. In no case without the prior consent of Subrecipient, shall the amount of recovery deducted from any one obligation owing to Subrecipient exceed twenty-five percent (25%) of the amount from which the deduction was taken. DOJ CVSSD may seek recovery from as many future payments as necessary to fully recover the amount of Misexpended and Unexpended Funds. DOJ CVSSD's right to recover Misexpended and Unexpended Funds from Subrecipient under this subsection is not subject to or conditioned on Subrecipient's recovery of money from any subcontractor or sub-recipient.

SECTION 4 SUBRECIPIENT'S REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants to DOJ CVSSD that:

Section 4.01. **Existence and Power.** Subrecipient is a political subdivision of the State of Oregon. Subrecipient 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.

Section 4.02. **Authority, No Contravention.** The making and performance by Subrecipient of this Agreement (a) has been duly authorized by all necessary action of Subrecipient, (b) does 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, any provision of Subrecipient's articles of incorporation or bylaws, or any provision of Subrecipient's charter or other organizational document and (c) does 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 Subrecipient is a party or by which Subrecipient or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly executed by Subrecipient and when executed by DOJ CVSSD, constitutes a legal, valid, and binding obligation of Subrecipient enforceable in accordance with its terms.

Section 4.04. Approvals. If applicable and necessary, the execution and delivery of this Agreement by Subrecipient has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

Section 4.05. There is no proceeding pending or threatened against Subrecipient before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Subrecipient to carry out the Project.

SECTION 5 SUBRECIPIENT'S AGREEMENTS

Section 5.01. Project Commencement. Subrecipient shall cause the Project to be operational no later than 60 days from the date of this Agreement. If the Project is not operational by that date, Subrecipient must submit a letter to DOJ CVSSD describing steps taken to initiate the Project, reasons for delay, and the expected Project starting date. If the Project is not operational within 90 days of the date of this Agreement, the Subrecipient must submit a second letter explaining the additional delay in implementation. DOJ CVSSD may, after reviewing the circumstances, consider the Subrecipient in default in accordance with Section 6.04 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Project Completion. Subrecipient shall complete the Project no later than **September 30, 2025**; however, if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04(a) and (b) are not satisfied, Subrecipient shall not be required to complete the Project.

Section 5.03. Federal Assurances and Certifications. Subrecipient will comply with all of federal requirements, including, but not limited to, those set forth in Exhibits A – E (Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements; Standard Assurances; Single Audit Certification Letter; Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice; and Victims of Crime Act Special Conditions) attached hereto.

Section 5.04. Civil Rights and Victim Services.

- (a) Subrecipient shall collect and maintain statutorily required civil rights statistics on victim services as described in the most recent version of the VOCA Grant Management Handbook.
- (b) Subrecipient shall comply with the following Oregon Department of Justice, Crime Victim and Survivor Services Division (“CVSSD”) policies for addressing discrimination complaints,
 - (i) *Procedures for Responding to Discrimination Complaints from Employees of the Oregon Department of Justice, Crime Victim and Survivor Services Division’s Subrecipients under U.S. Department of Justice Grant Programs*, available under Policies on DOJ CVSSD’s Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>; and
 - (ii) *Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victim and Survivor Services Division and the Oregon Department of Justice, Crime Victim and Survivor Services Division Subrecipients* available under Policies on DOJ CVSSD’s Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.
- (c) Subrecipient shall complete and certify completion of civil rights training as described under Training on DOJ CVSSD’s Civil Rights Requirements web page available at

<https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>. Subrecipient shall conduct periodic training for Subrecipient employees on the procedures set forth in the policies referenced in subsection (b) of this Section.

- (d) Subrecipient shall prominently display at locations open to the public and shall include on publications, websites, posters and informational materials a notification that Subrecipient is prohibited from discriminating on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, age or disability and the procedures for filing a complaint of discrimination as described in the “Civil Rights Fact Sheet” developed by DOJ CVSSD and available under Notification Regarding Program Availability on DOJ CVSSD’s Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.

Section 5.05. Volunteers. Subrecipient organization will use volunteers unless a waiver has been obtained from DOJ CVSSD.

Section 5.06. Training Requirements.

- (a) Subrecipient shall ensure that all direct service staff successfully complete the Oregon Basic State Victim Assistance Academy (SVAA) training during the first year of the funding cycle. Information for the SVAA training is available at the NCVLI website at: [Oregon State Victim Assistance Academy – NCVLI](#). Subrecipient may alternatively submit a 40-hour training plan for CVSSD approval that covers topics relevant to the grant funded staff position(s), which may be from SVAA, VAT *Online* described below in subsection (b) of this Section, and additional population-specific topics.
- (b) Volunteers and interns providing grant funded direct services are required to successfully complete the Office for Victims of Crime (OVC) Victims Assistance Training *Online* (VAT *Online*) or a training program that minimally covers the topics included in VAT *Online* during the first year of the grant cycle. Registration information for the VAT *Online* training can be accessed at: https://www.ovcttac.gov/views/TrainingMaterials/dspOnline_VATOnline.cfm. Alternatively, Subrecipient may submit a training plan for CVSSD approval that covers topics relevant to volunteer position(s), which may be from VAT *Online*, SVAA described in subsection (b) of this Section, and additional population-specific topics.
- (c) All grant-funded staff providing direct services are required to attend the CVSSD-sponsored Crime Victims Compensation Training at least once every four years and ensure all direct service staff are appropriately trained.
- (d) Subrecipient shall notify DOJ CVSSD when any staff training is completed by updating the Staff Roster in the CVSSD web-based grant application and reporting system (“CVSSD E-Grants”). Subrecipient shall document training completed by volunteers, interns and members of the board of directors, governing body or designated leaders.
- (e) Subrecipient shall attend all appropriate DOJ CVSSD-sponsored training and fund-specific meetings unless specific written permission excusing attendance has been obtained from DOJ CVSSD.

Section 5.07. Reporting Requirements.

- (a) Semi-Annual Client Feedback Form and Outcome Measures Report. Subrecipient agrees to distribute a client feedback form to all victims served by the Project, as deemed appropriate by the Project. The client feedback form must include the three CVSSD Common Outcome Measures as designated by DOJ CVSSD in the most recent version of the VOCA and CFA Grant Management Handbooks as well as collect other data as requested by DOJ CVSSD. Subrecipient shall encourage return of the client feedback form with a survey completion and return rate goal of at least 10%. Subrecipient must report on the responses semi-annually no later than 30 days after the end of the calendar quarters ending March 31 and September 30. Subrecipient shall use forms satisfactory to DOJ CVSSD.
- (b) Subrecipient shall submit the following reports as described in the VOCA and CFA RFA and in the most recent version of the VOCA Handbook:

- (i) Quarterly Financial Reports. Subrecipient shall provide DOJ CVSSD with quarterly financial reports no later than 30 days after the end of the calendar quarters ending September 30, December 31, March 31, and no later than July 20 for the calendar quarter ending June 30.
 - (ii) Quarterly Performance Measurement Tool Reports. Subrecipient shall provide Grantor with quarterly performance measurement tool reports no later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30.
 - (iii) Annual Narrative Reports. No later than 31 days after the end of each calendar quarter ending September 30, Subrecipient shall prepare and submit to Grantor an Annual Narrative Report for the VOCA Non-Competitive Project covering the reporting period just ended from October 1 through September 30
- (c) Subrecipient shall submit the following reports as described in the VOCA CFA RFA and in the most recent version of the CFA Handbook:
- (i) Quarterly Financial Reports. Subrecipient shall provide DOJ CVSSD with quarterly financial reports no later than 30 days after the end of the calendar quarters ending September 30, December 31, March 31, and no later than July 20 for the calendar quarter ending June 30.
 - (ii) Quarterly Statistical Reporting. Subrecipient shall prepare and submit to DOJ CVSSD quarterly statistical reports no later than 30 days after the calendar quarter ending December 31 and no later than July 20 for the calendar quarter ending June 30.

Section 5.08. Procurement Standards. Subrecipient shall follow the same policies and procedures it uses for procurement from any other state or federal funds. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement procedures and regulations conform to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.327.

Section 5.09. VOCA Matching Funds. Due to the passage Public Law No: 117-27, which amended the Victims of Crime Act (VOCA), **matching funds are not required** with **Year 1** this VOCA award. Additionally, DOJ CVSSD exercises its authority to waive matching funds for **Year 2** of this VOCA award.

Section 5.10. Program Income. Subrecipient (and any subrecipient at any tier) must seek approval from DOJ CVSSD prior to generating any program income. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. Any program income added to an award must be used to support activities that were approved in the budget and follow the conditions of this Agreement. Program income generated by the Subrecipient must be reported on the quarterly Financial Report in accordance with the addition alternative. Failure to comply with these requirements may result in DOJ CVSSD withholding award funds, disallowing costs, or suspending or terminating the award. The Subrecipient must comply with all program income requirements contained in the Program Income Policy available on the DOJ CVSSD's web page under Grant Guidance Documents: <https://www.doj.state.or.us/crime-victims/grantees/grant-guidance-documents/>.

Section 5.11. Nondisclosure of Confidential or Private Information. Subrecipient shall protect the confidentiality and privacy of persons receiving services.

- (a) The term “personally identifying information”, “individual information”, or “personal information” means individually identifying information for or about an individual victim of domestic violence, dating violence, sexual assault, or stalking, including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.
- (b) Subrecipient may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated

information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.

- (c) Subrecipient shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Subrecipient's programs, regardless of whether the information has been encoded, encrypted, hashed or otherwise protected. This applies to:
 - (i) Information requested for a Federal, State, tribal, or territorial grant program; and
 - (ii) Disclosure from the Subrecipient's organization, agency, or government, including victim and non-victim services divisions or components and leadership of the organization, agency or government; and
 - (iii) Disclosure from victim services divisions or components of an organization, agency, or government to the leadership of the organization, agency, or government (e.g., executive director or chief executive). Such executive shall have access without releases only in extraordinary and rare circumstances. Such circumstances do not include routine monitoring and supervision.
- (d) Personally identifying information or individual information collected in connection with services requested, utilized, or denied through Subrecipient's programs may be released only if:
 - (i) The victim signs a release as provided below;
 - (ii) Release is compelled by statutory mandate, which includes mandatory child abuse reporting laws; or
 - (iii) Release is compelled by court mandate, which includes a legal mandate created by case law, such as a common-law duty to warn.
- (e) Victim releases must meet the following criteria:
 - (i) Releases must be informed, written, and limited to a reasonable duration. The reasonableness of duration is dependent on the situation. Subrecipient may not use a blanket release and must specify the scope and limited circumstances of any disclosure. Subrecipient must discuss with the victim, and the written release must explain, why the information might be shared, who would have access to the information, and what information could be shared under the release.
 - (ii) Subrecipient may not require consent to release of information as a condition of service.
 - (iii) Releases must be signed by the victim unless the victim is a minor who lacks the capacity to consent to release or is a legally incapacitated person who has a court-appointed guardian. Except as provided in paragraph (e)(iv) of this section, in the case of an unemancipated minor, the release must be signed by the minor and a parent or guardian. A legally-appointed guardian must sign for an incapacitated person. Consent may not be given by the abuser of the minor or incapacitated person or the abuser of the other parent of the minor. If a minor is incapable of knowingly consenting, the parent or guardian may provide consent. If a parent or guardian consents for a minor, the subrecipient or subgrantee should attempt to notify the minor as appropriate.
 - (iv) If the minor or person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may consent to release information without additional consent.
- (f) If release of information described in the previous paragraph is compelled by statutory or court mandate, Subrecipient shall make reasonable attempts to provide notice to victims affected by the disclosure of information. Subrecipient shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

- (g) Fatality reviews. Subrecipient may share the personally identifying information or individual information of deceased victims that is requested for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:
 - (i) The underlying objectives of the fatality review are to prevent future deaths, enhance victim safety, and increase offender accountability;
 - (ii) The fatality review includes policies and protocols to protect identifying information, including identifying information about the victim's children, from further release outside the fatality review team;
 - (iii) The Subrecipient makes a reasonable effort to obtain a release from the victim's personal representative (if one has been appointed) and from any surviving minor children or the guardian of such children (but not if the guardian is the abuser of the deceased parent), if the children are not capable of knowingly consenting; and
 - (iv) The information released is limited to that which is necessary for the purposes of the fatality review.
- (h) Breach of Personally Identifying Information. Subrecipient is responsible for taking reasonable efforts to prevent unauthorized releases of personally identifying information or individual information that is collected as described in paragraph (a) of this section. The Subrecipient (and any subgrantee at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subgrantee), 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a grant-funded program or activity, or 2) uses or operates a Federal information system. The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of personally identifying information to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
 - (i) Subrecipient shall notify DOJ CVSSD promptly after receiving a request from the media for information regarding a recipient of services funded with Grant funds.

Section 5.12. Criminal History Verification. Subrecipient shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

- (a) Requiring all applicants for employment or volunteer service to apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Subrecipient; or
- (b) Contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or
- (c) Using another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Subrecipient shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees, or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

Subrecipient shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether, based upon the conviction, the person poses a risk to working safely with victims of crime. If Subrecipient intends to hire or retain the employee, potential employee, or volunteer, Subrecipient shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant, employee, or volunteer is presently suitable or able to work with victims of crime in a safe

and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Subrecipient will place this explanation, along with the applicant, employee, or volunteer's criminal history check, in the retained employee or volunteer's personnel file for permanent retention.

Section 5.13. Determination of Suitability to Interact with Participating Minors. If the purpose of some or all of the activities to be carried out under the VOCA project is to benefit a set of individuals under 18 years of age, Subrecipient must make determinations of suitability, in advance, before individuals may interact with participating minors, regardless of the individual's employment status. Details of this requirement can be found: (1) on the Office of Justice Programs website at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Section 5.14. Employment Eligibility Verification for Hiring. Subrecipient shall ensure that, as part of the hiring process for any position funded with VOCA funds, they will properly verify the employment eligibility of the individual who is being hired, consistent with provisions of 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens. Subrecipient must:

- (a) Notify all staff involved in the hiring process of this requirement;
- (b) Maintain records of all employment eligibility verifications pertinent to compliance with this requirement in accordance with Form I-9 record retention requirements.

For purposes of satisfying the requirement to verify employment eligibility, Subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Subrecipient uses E-Verify to confirm employment eligibility for each hiring for a position that is or will be funded with VOCA funds.

Details of this requirement can be found in Exhibit E: Victims of Crime Act Special Conditions and are incorporated by reference here.

Section 5.15. Maintenance, Retention and Access to Records; Audits.

- (a) Maintenance and Retention of Records. Subrecipient must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Subrecipient's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees DOJ CVSSD and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. It is the responsibility of the Subrecipient to obtain a copy of the DOJ Grants Financial Guide from the OCFO available at <https://ojp.gov/financialguide/DOJ/index.htm> and apprise itself of all rules and regulations set forth.
- (b) Access to Records. DOJ CVSSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Subrecipient and any contractors or subcontractors of Subrecipient, which are pertinent to this Agreement, 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.
- (c) Audits. Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Subrecipient expends \$750,000 or more in federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, subpart F. Copies (electronic or URL address) of all audits must be submitted to CVSSD within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year, Subrecipient is exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in subsection 5.15(b) above.

- (d) **Audit Costs.** Audit costs for audits not required in accordance with 2 CFR Part 200, subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to this Grant.

Section 5.16. **Compliance with Laws.** Subrecipient shall comply with (and when required cause its subgrantees to comply with) all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant funds and the activities financed with the Grant funds. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with:

- (a) **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) and the **Omnibus Crime Control and Safe Streets Act of 1968**, as amended, 34 U.S.C. §10228(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services).
- (i) These laws prohibit discrimination on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services.
- (ii) In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability against the Subrecipient, the Subrecipient shall forward a copy of the finding to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531.
- (b) **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).
- (c) **Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131** and ORS 659.425 (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); as well as all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws prohibit discrimination on the basis of race, color, religion, national origin and sex in the delivery of services. In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability, against the Subrecipient, the Subrecipient shall forward a copy of the finding to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street N.E., Salem, Oregon 97301-4096.
- (d) The **Federal Funding Accountability and Transparency Act (FFATA) of 2006**, which provisions include, but may not be limited to, a requirement for Subrecipient to have a Unique Entity Identifier (UEI) number.
- (e) **Services to Limited English-Proficient Persons (LEP)** which includes national origin discrimination on the basis of limited English proficiency. Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its proposals and budgets and in conducting its programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice (“USDOJ”) has issued guidance for subrecipients to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
- (f) **Partnerships with Faith-Based and Other Neighborhood Organizations**, codified at 28 C.F.R. Part 38, and Executive Order 13279, regarding Equal Protection of the Laws for Faith-Based and Community Organizations (ensuring equal treatment for faith-based organizations and non-discrimination of beneficiaries on the basis of

religious belief) ensures that no organization will be discriminated against in a USDOJ funded program on the basis of religion and that services are available to all regardless of religion. Executive Order 13279 ensures a level playing field for the participation of faith-based organizations as well as other community organizations.

- (g) All regulations and administrative rules established pursuant to the foregoing laws, and other regulations as provided at [Civil Rights Office | Home | Office of Justice Programs \(ojp.gov\)](#).
- (h) The **Uniform Administrative Requirements, Cost Principles, and Audit Requirements** in 2 CFR Part 200, as adopted and supplemented by the United States Department of Justice in 2 CFR Part 2800.
- (i) Further, Subrecipient shall not retaliate against any individual for taking action or participating in action to secure rights protected by these laws and agrees to report any complaints, lawsuits, or findings from a federal or state court or a federal or state administrative agency to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531. Complaints with the Office for Civil Rights can be filed through their website at [Civil Rights Office | Filing a Civil Rights Complaint | Office of Justice Programs \(ojp.gov\)](#) or by sending the complaint verification form and Identity Release Statement to the address listed in the preceding sentence.

Section 5.17. Subrecipient will comply with the federal eligibility criteria established by the Victims of Crime Act of 1984, as amended, and the Office of Justice Programs Financial Guide, in order to receive VOCA funds as described in the Subrecipient's VOCA Application.

Section 5.18. Assurances. The Subrecipient assures that it will:

- (a) Utilize Grant funds only to provide authorized services to victims of crime;
- (b) Obtain prior approval from DOJ CVSSD for:
 - 1. Movement of funds
 - i. For grant awards totaling \$500,000 or less: Movement of funds that total more than \$3,000 in the Personnel, Services and Supplies, and/or Other Services categories;
 - ii. For grant awards totaling more than \$500,000: Movement of funds that total more than \$5,000 in the Personnel, Services and Supplies, and/or Other Services categories; OR
 - 2. Adding a budget category or line item that did not exist in the original budget; OR
 - 3. Deleting an existing category.
- (c) Comply with the requirements of the current version of the Office of Justice Programs, Financial Guide available at: <https://ojp.gov/financialguide/DOJ/index.htm> ; and
- (d) Comply with the terms of the most recent version of the VOCA and CFA Grant Management Handbooks.

SECTION 6 TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02. Termination by Either Party. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, DOJ CVSSD may terminate this Agreement effective immediately upon written notice to Subrecipient, or effective on such later date as may be established by DOJ CVSSD in such notice, under any of the following circumstances: (a) DOJ CVSSD fails to receive sufficient appropriations or other expenditure authorization to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) DOJ CVSSD fails to receive sufficient federal or state funds to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) Subrecipient is in Default under Section 6.04.

Section 6.03. Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to DOJ CVSSD, Subrecipient shall immediately cease all activities under this Agreement unless, in a notice issued by DOJ CVSSD, DOJ CVSSD expressly directs otherwise.

Section 6.04. Default. Either party (as applicable) shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any Exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Subrecipient herein or in any documents or reports relied upon by DOJ CVSSD to measure progress on the Project, the expenditure of Grant funds or the performance by Subrecipient is untrue in any material respect when made; or
- (c) Subrecipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Subrecipient, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets, or (iii) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect); or

Section 6.05. Remedies.

- (a) DOJ CVSSD Remedies Upon Default. In the event Subrecipient is in default under Section 6.04, DOJ CVSSD may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 6.02, (ii) reducing or withholding payment for Project activities or materials that are deficient or Subrecipient has failed to complete by any scheduled deadlines, (iii) '[reserved]' (iv) initiation of an action or proceeding for damages, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under this section or setoff (under 3.03), or both, or (vi) declaring Subrecipient ineligible for the receipt of future awards from DOJ CVSSD. These remedies are cumulative to the extent the remedies are not inconsistent, and DOJ CVSSD may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. Subrecipient may, at its option, satisfy its obligation to return such costs under this Section by paying to DOJ CVSSD the amount of the costs or permitting DOJ CVSSD to recover the amount of the funds from future payments to Subrecipient from DOJ CVSSD.
- (b) Subrecipient Remedies. In the event DOJ CVSSD is in default under Section 6.04 and whether or not Subrecipient elects to terminate this Agreement, Subrecipient's sole monetary remedy will be, within any limits set forth in this Agreement, reimbursement of authorized expenses incurred for Project activities completed and accepted by DOJ CVSSD, less any claims DOJ CVSSD has against Subrecipient. In no event will DOJ CVSSD be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits.

SECTION 7
MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of DOJ CVSSD 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.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement is 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 DOJ CVSSD or any other agency or department of the State of Oregon, or both, and Subrecipient that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, e-mail (with confirmation of delivery, either by return email or by demonstrating through other technological means that the email has been delivered to the intended email address), or mailing the same, postage prepaid to Subrecipient or DOJ CVSSD at the address or number set forth in this Agreement. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the postmark date. Any communication or notice delivered by e-mail shall be deemed received and effective on the date sent if sent during normal business hours of the receiving party and on the next business day if sent after normal business hours of the receiving party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee. This Section shall survive expiration or termination of this Agreement.

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSSD E-Grants. No term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing as specified in Section 7.03 of this Agreement. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given.

Section 7.05. Subcontracts, Successors and Assignments.

- (a) Subrecipient shall follow the same regulations, policies and procedures it uses for procurements for the utilization of any other state or federal funds, provided that Subrecipient's procurements conform to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.327.
- (b) Subrecipient shall not enter into any Contracts, as defined in 2 CFR 200.1, required by this Agreement without DOJ CVSSD's prior written consent. Subrecipient shall comply with procurement standards as defined in Section 5.08 when selecting any subcontractor. Subrecipient shall require any subcontractor to comply in writing with the terms of an Independent Contractor Agreement as described in the Minimally Recommended Elements for an Independent Contractor Agreement found at https://www.doj.state.or.us/wp-content/uploads/2019/04/Minimally_recommended_elements_of_Independent_Contractor_Agreement.pdf. DOJ CVSSD's consent to any Contract shall not relieve Subrecipient of any of its duties or obligations under this Agreement.
- (c) This Agreement shall be binding upon and inure to the benefit of DOJ CVSSD, Subrecipient, and their respective successors and assigns, except that Subrecipient may not assign or transfer its rights or obligations hereunder or any

interest herein without the prior consent in writing of DOJ CVSSD. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by DOJ CVSSD.

Section 7.06. Entire Agreement. This Agreement and all exhibits and attachments, if any, 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.

Section 7.07. Contribution and Indemnification

- (a) Generally. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party (“Other Party”) may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.
- (b) Third Party Claim; DOJ CVSSD’s Joint Liability. With respect to a Third Party Claim for which DOJ CVSSD is jointly liable with the Subrecipient (or would be if joined in the Third Party Claim), DOJ CVSSD shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Subrecipient in such proportion as is appropriate to reflect the relative fault of DOJ CVSSD on the one hand and of the Subrecipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DOJ CVSSD on the one hand and of the Subrecipient on the other hand shall be determined by reference to, among other things, the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The DOJ CVSSD’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if DOJ CVSSD had sole liability in the proceeding.
- (c) Third Party Claim; Subrecipient’s Joint Liability. With respect to a Third Party Claim for which the Subrecipient is jointly liable with DOJ CVSSD (or would be if joined in the Third Party Claim), the Subrecipient shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by DOJ CVSSD in such proportion as is appropriate to reflect the relative fault of the Subrecipient on the one hand and of DOJ CVSSD on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Subrecipient on the one hand and of DOJ CVSSD on the other hand shall be determined by reference to, among other things, the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Subrecipient’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.
- (d) Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Section 7.08. Insurance. Subrecipient shall obtain at Subrecipient’s expense the insurance specified in this Section prior to performing under this Grant Agreement. Subrecipient shall maintain such insurance in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Subrecipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DOJ CVSSD. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Subrecipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Subrecipient maintains broader coverage and/or higher limits than the minimums shown in this section, DOJ CVSSD requires and shall be entitled to the broader coverage and/or higher limits maintained by Subrecipient. Subrecipient may satisfy its obligations under this Section 7.08 through self-insurance.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Subrecipient shall provide workers' compensation insurance coverage for subject workers as required by federal, state, or Tribal law, as applicable. Subrecipient must require and ensure that each of its subcontractors, that employ subject workers, as defined in ORS 656.027, comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Subrecipient shall require and ensure that each of its subcontractors complies with these requirements. If Subrecipient is a subject employer, as defined in ORS 656.023, Subrecipient shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Subrecipient is an employer subject to any other state's workers' compensation law, Contactor shall provide Workers' Compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Subrecipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Subrecipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$1,000,000 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE.

Subrecipient shall provide Automobile Liability Insurance covering Subrecipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Subrecipient shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Subrecipient and Subrecipient's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$1,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Subrecipient shall provide Continuous Claims Made coverage as stated below.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella or policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until the Subrecipient's primary and excess liability policies are exhausted.

If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Subrecipient's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, DOJ CVSSD requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Subrecipient's activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of Subrecipient's ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

WAIVER OF SUBROGATION:

Subrecipient shall waive rights of subrogation which Subrecipient or any insurer of Subrecipient the subcontract may acquire against the DOJ CVSSD or State of Oregon by virtue of the payment of any loss. Subrecipient shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not DOJ CVSSD has received a Waiver of Subrogation endorsement from the Subrecipient' or the Subrecipient's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Subrecipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Subrecipient 's completion and DOJ CVSSD's acceptance of all Services required under the Grant Agreement, or
- (i) DOJ CVSSD or Subrecipient termination of this Grant Agreement, or
- (ii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Subrecipient shall provide to DOJ CVSSD Certificate(s) of Insurance for all required insurance before delivering any goods and performing any Services required under this Grant Agreement. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, DOJ CVSSD has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this section.

NOTICE OF CHANGE OR CANCELLATION:

Subrecipient or its insurer must provide at least 30 calendar days' written notice to DOJ CVSSD before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Subrecipient agrees to periodic review of insurance requirements by DOJ CVSSD under this Grant Agreement and to provide updated requirements as mutually agreed upon by Subrecipient and DOJ CVSSD.

STATE ACCEPTANCE:

All insurance providers are subject to DOJ CVSSD acceptance. If requested by DOJ CVSSD, Subrecipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to DOJ CVSSD's representatives responsible for verification of the insurance coverages required under this Section

SUBCONTRACTOR INSURANCE REQUIREMENTS

Subrecipient shall require each of its first tier contractors that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Section 7.07 above, before the contractor performs under the contract between Subrecipient and the contractor (the "Subcontract"), and ii) maintain such insurance in full force throughout the duration of the Subcontract. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon and that is acceptable to DOJ CVSSD. Subrecipient shall not authorize contractor to begin work under the Subcontract until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in each Subcontract permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing a stop work order (or the equivalent) until the insurance is in full force or terminating the Subcontract as permitted by the Subcontract, or pursuing legal action to enforce the insurance requirements. In no event shall Subrecipient permit a contractor to work under a Subcontract when the Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Subrecipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.09. **Indemnity**. Subrecipient shall take all reasonable steps to cause each of its contractors that is not a unit of local government as defined in ORS 190.003, if any, to agree in a written contract with Subrecipient to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the gross negligence or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Section 7.10. **False Claims Act**. Subrecipient acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Subrecipient that pertains to this Agreement or to the Project. Subrecipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Subrecipient further acknowledges in addition to the remedies under Section 6.05, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Subrecipient.

Section 7.11. **Time is of the Essence**. Subrecipient 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.

Section 7.12. **Survival**. The following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Funds; Section 5.15, Maintenance, Retention and Access to Records; Audits; and Section 7 MISCELLANEOUS. Otherwise, all rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or obligations accrued to the Parties prior to termination.

Section 7.13. **Counterparts**. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.14. **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.

Section 7.15. 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.

Section 7.16. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

Section 7.17. No Third Party Beneficiaries. DOJ CVSSD and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.



STATE OF OREGON

Acting by and through its Department of Justice

By: _____

Name: Shannon L. Sivell

Title: Director, Crime Victim and Survivor Services Division

Date: _____

AUTHORIZED AGENT FOR SUBRECIPIENT

By: _____

Name: _____

Title: _____

Date: _____

APPROVED FOR LEGAL SUFFICIENCY

By: Brian Collins

Title: Assistant Attorney General

Date: Approved via email on November 28, 2023



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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 the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and 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 grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals:

a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov) unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by:

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

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee, to: U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Clackamas County acting by and through it's District Attorney's Office

1. Grantee Name and Address

VOCA/CFA-2023-ClackamasCo.DAVAP-00014

93-6002286

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

John D. Wentworth, District Attorney for Clackamas County

4. Typed Name and Title of Authorized Representative


5. Signature

2-26-24
6. Date



STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award

(if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application—

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

John D. Wentworth

District Attorney

Print Name of Authorized Official

Title

Signature of Authorized Official

Date

2.26.24

SINGLE AUDIT CERTIFICATION LETTER

July 1, 2023

Carrie Walker
Clackamas County, acting by and through its District Attorney's Office
807 Main Street
Oregon City, OR 97045-1845

RE: Subrecipient Audit Requirements of 2 CFR Part 200, Subpart F for audits of Grant Agreement between the Oregon Department of Justice and Clackamas County, acting by and through its District Attorney's Office for the period of October 1, 2023 – September 30, 2025 under the VOCA Grant Award/CFDA#16-575 /\$1,023,466.00.

Dear Carrie Walker,

The Oregon Department of Justice is subject to the requirements of Office of Management and Budget (OMB) 2 CFR Part 200, subpart F. As such, the Oregon Department of Justice is required to monitor our subrecipients of federal awards and determine whether they have met the audit requirements and whether they are in compliance with federal laws and regulations. A copy of 2 CFR Part 200, Subpart F can be found at the following web address: [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#).

Accordingly, we are requesting that you check one of the following, provide all appropriate documentation regarding your organization's compliance with the audit requirements (CVSSD will only accept the URL address for your organization's audit or an electronic copy), sign and date the letter and return this letter along with your Grant Agreement and Exhibits A, B, D, and E.

1. _____ We have completed our single audit for our most recent fiscal year, ending _____. The URL address indicated below or an electronic copy of the audit report and a schedule of federal programs by major program have been provided. (If material exceptions were noted, the responses and corrective actions taken have also been provided.)

URL address for single Audit: _____

2. We expect our single audit for our most recent fiscal year, ending 06/30/23, to be completed by 03/31/24. The URL address or an electronic copy of our audit report and a schedule of federal programs by major program will be forwarded to the Oregon Department of Justice within 30 days of receipt of the report. (If material exceptions are noted, a copy of the responses and corrective actions taken will be included.)

3. _____ We are not subject to the single audit requirement because:
_____ We are a for-profit organization.
_____ We expend less than \$750,000 in federal funds annually.
_____ Other (please explain) _____

Joseph Rosevear

Print Name of Fiscal Officer
Joseph Rosevear

Signature of Fiscal Officer

Grants Manager

Title
02/20/24

Date

Please address all correspondence to:
Oregon Department of Justice, CVSSD
1162 Court Street NE
Salem, OR 97301-4096

Oregon Department of Justice – Crime Victim and Survivor Services Division
CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS
FOR SUBAWARDS ISSUED BY THE OREGON DEPARTMENT OF JUSTICE

INSTRUCTIONS: Complete the identifying information, which is found on the Grant Award face sheet, in the table below. Read the form completely, **identifying, under “I,” the person responsible for reporting civil rights findings; and checking only the one certification under “II” that applies to your agency.** Have your Authorized Official sign as appropriate on page 2, forward a copy to the person you identified under “I”, keep a copy for your records, and return the original to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street NE, Salem, OR 97301-4096 along with your Grant Agreement and Exhibits A, B, C, and E.

Grant Award: VOCA/CFA-2023-ClackamasCo.DAVAP-00014

Grant Title: 2023-2025 VOCA and CFA Non-Competitive Grant Award

Subrecipient Name (Funded Entity): Clackamas County, acting by and through its District Attorney’s Office

Address: 807 Main Street, Oregon City, OR 97045-1845

Project Period: Start Date: October 1, 2023
End Date: September 30, 2025

Award Amount: \$1,023,466.00

Contact Name, Phone, E-mail address: Carrie Walker, (503) 655-8616, carriewal@co.clackamas.or.us

AUTHORIZED OFFICIAL’S CERTIFICATION: As the Authorized Official for the above Subrecipient, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

I. **REQUIREMENTS OF SUBAWARD RECIPIENTS:** All subaward recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

◆ I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

◆ I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Oregon Department of Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of receipt of this form. A copy of this Certification will be provided to this person, as identified here:

Person responsible for reporting civil rights findings of discrimination:

County Administration Title VI Officer
2051 Kaen Rd, Oregon City OR 97045
503-655-8291 TTY/TDD 503-655-8757

I certify that Clackamas County acting through the District Attorney’s Office [Subrecipient] will

 comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

John D. Wentworth, District Attorney



2.26.24

Print or Type Name and Title

Signature

Date

II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the direct Recipient, OR DOJ CVSSD, for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. Check the box before ONLY THE ONE APPROPRIATE CERTIFICATION (A or B below) that applies to this Subrecipient agency during the period of the grant duration noted above.

CERTIFICATION A: Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- Subrecipient is an educational, medical or non-profit institution or an Indian Tribe; and/or
- Subrecipient has less than 50 employees; and/or
- Subrecipient was awarded less than \$25,000 in federal U.S. Department of Justice funds.

If a subrecipient agency is claiming exemption from the EEOP requirement, then the subrecipient agency must certify they are exempt and provide this certification to OR DOJ CVSSD. C:\Users\kl3\Desktop\OR

I, _____ [authorized official], certify that _____ [Subrecipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

Print or Type Name and Title

Signature

Date

CERTIFICATION B: Declaration Stating that an EEO Certification Form and Utilization Report Has Been Submitted to OR DOJ CVSSD for Review

If a subrecipient agency has fifty or more employees and is receiving a single award of \$25,000 or more, then the subrecipient agency must submit an EEO certification form and an EEO Utilization Report to OR DOJ CVSSD for review. The utilization report should be submitted electronically to OR DOJ CVSSD through the Egrants system.

I, Andrew Narus [authorized official], certify that Chester County [Subrecipient], which has fifty or more employees and is receiving a single award of \$25,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent an EEO Utilization Report for review on 12/14/23 [date] to the Oregon Department of Justice, Crime Victim and Survivor Services Division.

Andrew Narus, Asst. County Counsel [Signature] Andrew Narus [Signature] 12/14/23 [Date]

* * * * *

This original signed form must be returned to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street NE, Salem, OR 97301-4096, along with your Grant Agreement and Exhibits A, B, C, and E. You must also forward a signed copy to the person you identified under "I" on page 1. Please retain a copy for your records.

For more information regarding EEOP requirements, please access the Office for Justice Programs, Office for Civil Rights web page at: <https://ojp.gov/about/ocr/eeop.htm>

VICTIMS OF CRIME ACT SPECIAL CONDITIONS**1. Requirement of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the Subrecipient that relates to conduct during the period of performance also is a material requirement of this award.

By signing and accepting this award on behalf of the Subrecipient, the authorized official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized official for the Subrecipient, all assurances or certifications by or on behalf of the Subrecipient that relate to conduct during the period of performance.

Failure to comply with any one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, an assurance or certification related to conduct during the award period -- may result in the Oregon Department of Justice, Crime Victim and Survivor Services Division ("CVSSD") taking appropriate action with respect to the Subrecipient and the award. Among other things, the CVSSD may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including the Office of Justice Programs ("OJP"), also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to CVSSD awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the Subrecipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report, unless a different retention period applies -- and to which the Subrecipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Subrecipient is to contact CVSSD promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

The Subrecipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled “Crime Control and Law Enforcement.” The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Requirements related to “de minimis” indirect cost rate

A Subrecipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the “de minimis” indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the “de minimis” indirect cost rate, must advise CVSSD of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The “de minimis” rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

If the Subrecipient currently has other active awards of federal funds, or if the Subrecipient receives any other award of federal funds during the period of performance for this award, the Subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the Subrecipient must promptly notify the awarding agency (CVSSD and OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) or grant amendment to eliminate any inappropriate duplication of funding.

7. Requirements related to System for Award Management and Unique Entity Identifiers

The Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Subrecipient also must comply with applicable restrictions on subawards (“subgrants”) to first-tier subrecipients (first-tier “subgrantees”), including restrictions on subawards to entities that do not acquire and provide (to the Subrecipient) the unique entity identifier required for SAM registration.

The details of the Subrecipient’s obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. Requirement to report actual or imminent breach of personally identifiable information (PII)

The Subrecipient (and any “subrecipient” at any tier) must have written procedures in place to respond in the event of an actual or imminent “breach” (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” (2 CFR 200.1) within the scope of a CVSSD grant-funded program or activity, or 2) uses or operates a “Federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of

PII to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

9. Employment eligibility verification for hiring under the award

1. The Subrecipient (and any subrecipient at any tier) must:

- A. Ensure that, as part of the hiring process for any position in the United States that is or will be funded (in whole or in part) with VOCA funds, the Subrecipient (or any subrecipient at any tier) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
- B. Notify all persons associated with the Subrecipient (or any subrecipient) who are or will be involved in activities under this VOCA award of both –
 - 1) This award requirement for verification of employment eligibility, and
 - 2) The associated provisions of 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful to hire (or recruit for employment) certain aliens.
- C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1).
- D. As part of the recordkeeping for this award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The Subrecipient must monitor subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all Subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the Subrecipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Subrecipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded with award funds.

C. “United States” specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any Subrecipient, any subrecipient at any tier, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any Subrecipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to CVSSD before award acceptance.

10. All subawards (“subgrants”) must have specific federal authorization

The Subrecipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a “subaward” (and therefore does not consider a procurement “contract”).

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award Condition: All subawards (“subgrants”) must have specific federal authorization), and are incorporated by reference here.

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The Subrecipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement “contract” (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>. Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and CVSSD authority to terminate award)

The Subrecipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Subrecipient, subrecipients at any tier (“subgrantees”), or individuals defined (for purposes of this condition) as “employees” of the Subrecipient or of any subrecipient (“subgrantees”).

The details of the Subrecipient’s obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Determination of suitability to interact with participating minors

SCOPE: This condition applies to this award if it is indicated – in the application for the award (or in the application for any subaward, at any tier), or the CVSSD solicitation -- that the purpose of some or all of the activities to be carried out under this VOCA award (whether by Subrecipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age:

The Subrecipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual’s employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The Subrecipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of “Postaward Requirements” in the “DOJ Grants Financial Guide”).

15. Requirement for data on performance and effectiveness under the award

The Subrecipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to CVSSD in the manner (including within the timeframes) specified by CVSSD in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

16. OJP Training Guiding Principles

Any training or training materials that the Subrecipient -- or any subrecipient (“subgrantee”) at any tier -- develops or delivers with CVSSD award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

17. Effect of failure to address audit issues

The Subrecipient understands and agrees that the awarding agency may withhold award funds, or may impose other related requirements, if (as determined by the awarding agency) the Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of CVSSD awards.

18. Potential imposition of additional requirements

The Subrecipient agrees to comply with any additional requirements that may be imposed by CVSSD during the period of performance for this award, if the Subrecipient is designated as “high risk” for purposes of the DOJ high-risk subrecipient list.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The Subrecipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The Subrecipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain “education programs.”

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Subrecipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to Subrecipient and subrecipient

("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients and subgrantees that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

22. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Subrecipient (or subrecipient at any tier) would or might fall within the scope of this prohibition, the Subrecipient is to contact CVSSD for guidance, and may not proceed without the express prior written approval of CVSSD.

23. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Subrecipient (or a subrecipient at any tier) would or might fall within the scope of an appropriations-law restriction, the Subrecipient is to contact CVSSD for guidance, and may not proceed without the express prior written approval of CVSSD.

24. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The Subrecipient and any subrecipients at any tier ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave, NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881(fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

25. Restrictions and certifications regarding non-disclosure agreements and related matters

No Subrecipient or subrecipient at any tier (“subgrantee”) under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the Subrecipient --

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the Subrecipient does or is authorized under this award to make subawards (“subgrants”), procurement contracts, or both--

a. it represents that--

- (1) it has determined that no other entity that the Subrecipient’s application proposes may or will receive award funds (whether through a subaward (“subgrant”), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

26. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Subrecipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee’s disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient is to contact CVSSD for guidance.

27. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Subrecipients to adopt and enforce policies banning employees from text

messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

28. Requirement to disclose whether Subrecipient is designated “high risk” by a federal grant-making agency outside of DOJ

If the Subrecipient is designated “high risk” by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to CVSSD by email to Shannon.I.Sivell@doj.state.or.us. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the Subrecipient’s past performance, or other programmatic or financial concerns with the Subrecipient. The Subrecipient’s disclosure must include the following: 1. The federal awarding agency that currently designates the Subrecipient high risk, 2. The date the Subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

29. Discrimination Findings

The Subrecipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the Subrecipient will forward a copy of the findings to CVSSD.

30. Subrecipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

Subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, Subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as “SAM”), to the designated federal integrity and performance system (currently, “FAPIIS”).

The details of Subrecipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, “FAPIIS”) within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

31. Meaningful Access for Limited English Proficiency Persons

Subrecipients must ensure that Limited English Proficiency persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English Proficiency (LEP). To ensure compliance with Title VI of the Safe Streets Act, Subrecipients are required to take reasonable steps to ensure that LEP persons have meaning full access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for Subrecipients to help them comply with Title VI requirements. The guidance document can be access on the internet at www.lep.gov.

32. VOCA Requirements

The Subrecipient, and any subrecipient at any tier (“subgrantee”), must comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2)

(and the applicable program guidelines and regulations), as required. Specifically, the Subrecipient certifies that funds under this award will:

- a) be subawarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), if a government-based organization; and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in one or more of the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by CVSSD.

33. The Subrecipient agrees to submit (and, as necessary, require subgrantees to submit) quarterly financial reports and semi-annual performance reports on the performance metrics identified by CVSSD, and in the manner required by CVSSD. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

34. The Subrecipient understands and agrees that it has a responsibility to monitor its subrecipients' ("subgrantees") compliance with applicable federal civil rights laws.

Certification: I certify that I have read and reviewed the above assurances and links to referenced Award Conditions and certify that the Subrecipient will comply with all provisions of the Victims of Crime Act of 1984 (VOCA), as amended, and all other applicable Federal laws.

John D. Wentworth

Print Name of Authorized Official



Signature of Authorized Official

District Attorney

Title

2-26-24

Date

Joseph Rosevear

Print Name of Fiscal Officer



Signature of Fiscal Officer

Grants Manager

Title

02/20/24

Date



John D. Wentworth, Clackamas County District Attorney

807 Main Street, Oregon City, Oregon 97045
P: 503.655.8431 | F: 503.650.8943 | districtattorney@clackamas.us

August 17, 2023

BCC Agenda Date/Item: 20230817 IV.A.4

Board of County Commissioners
Sitting/Acting as _____
Clackamas County

Approval to apply for a Victims of Crime Act and Criminal Fine Act Grant from the Oregon Department of Justice and Board Order delegating authority to the District Attorney to sign the application. Grant value is \$1,467,326 for 2 years. Funding is through Federal and State funds. Total program budget includes \$801,624 in budgeted County General Funds for Fiscal Year 2023-2024.

Previous Board Action/Review	The Clackamas County Board of County Commissioners previously approved the 2021-2023 VOCA and CFA Non-Competitive Grant Agreement on 12/16/21, item III.d.iii.		
Performance Clackamas	<ol style="list-style-type: none"> 1. Respond to the emotional needs of crime victims. 2. Assist victims to stabilize their lives after a victimization. 3. Assist victims to understand/participate in the Criminal Justice System while invoking their statutory Victim Rights. 4. Provide victims with a measure of safety and security while restoring a violence free life. 		
Counsel Review	N/A	Procurement Review	N/A
Contact Person	Carrie Walker	Contact Phone	503-655-8616

EXECUTIVE SUMMARY:

The Oregon Department of Justice Crime Victim's Services Division (CVSD) is the State Administrative Agency for the Victims of Crime Act (VOCA) grant programs as authorized by ORS 147.231. Beginning in 2015 the Oregon Department of Justice (DOJ) Crime Victim Services Division has combined the VOCA-NC and CFA into one grant application.

The 8.0 FTE grant funded staff activities and expenses will support & enhance services to victims of crime. These efforts will be to (1) respond to the emotional needs of crime victims, (2) assist victims to stabilize their lives after a victimization, (3) assist victims to understand/participate in the Criminal Justice System while invoking their statutory Victim Rights, and (4) provide victims with a measure of safety and security while restoring a violence free life. As a result of the 1983 Oregon Legislature, ORS 147.227 mandates that county prosecution-based Victim Assistance Programs (VAP) statutorily mandate the following core services in assistance to victims of crime under the funding guidelines of the CFA funding:

- Notify victim of their Victim Rights
- Inform victims, upon request, of the status of the criminal case involving the victim
- Provide advocacy for victims as they move through the criminal justice system

For Filing Use Only

- Assist victims in the preparation of restitution documents
- Prepare victims for court hearings and encouraging & facilitating victim testimony
- Accompany victims to court hearings/Grand Jury/trials/sentencing
- Involve victims in the decision-making process in the criminal justice system
- Inform victims of the processes to request the return of property held as evidence
- Assist victims with the logistics related to court appearances
- Assist victims of crime in the preparation and submission of Crime Victims Compensation Program (CVCP) applications to the Department of Justice

The Victims of Crime Act of 1984 (VOCA) is the only federal grant program supporting direct assistance services to victims of all types of crimes. Federal VOCA funds are passed through the Oregon Department of Justice to victim service organizations throughout the state to extend and enhance services to victims of crime.

In addition to the mandated core services previously listed, the Clackamas County District Attorney's Office - Victim Assistance Program also provides essential support, often life-saving, services to victims of crime, such as:

- Immediate and long-term safety planning
- Crisis intervention and ongoing emotional support
- Assistance in obtaining protective orders
- Counseling and community resource referrals
- Crime scene response with law enforcement
- Call out response to hospital emergency departments for forensic medical exams
- Support for victims regardless of the prosecutorial merits of the case
- Advocacy while navigating the criminal justice system, both pre, and post-adjudication

RECOMMENDATION: Staff recommends the Board approval of this request to apply for the 2023-2025 Victims of Crime Act & Criminal Fine Account Non-Competitive Program Grant, with delegation of signing authority to John D. Wentworth and Carrie Walker.

Respectfully submitted,



John D. Wentworth
District Attorney

Financial Assistance Application Lifecycle Form

Use this form to track your potential award from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

If renewal, complete sections 1, 2 & 4 only. If direct appropriation, complete page 1 and Dept/Finance signatures only.

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

****CONCEPTION****

Section I: Funding Opportunity Information - To Be Completed by Requester

Award type: Direct Appropriation (no application)
 Subrecipient Award Direct Award

Award Renewal? Yes No

Lead Fund # and Department:	Fund 100, Dept 24 - District Attorney's Office
Name of Funding Opportunity:	Oregon Dept of Justice 2023-2025 Victim of Crime Act (VOCA) Criminal Fine Account (CFA) Non-Competitive Program Grant

Funding Source: Federal – Direct Federal – Pass through State Local

Requestor Information: (Name of staff initiating form)	Carrie Walker
Requestor Contact Information:	carriewal@clackamas.us / 503-655-8616
Department Fiscal Representative:	Bob Willson / Carrie Walker
Program Name & Prior Project #: (please specify)	240401 - Victim Assistance / VOCA- 240422404 / CFA 240422403

Brief Description of Project:

The primary purpose of the VOCA/CFA non-competitive grant is to extend and enhance services to victims of crime. This current application is a continuation of a previously awarded grant. These grant funds will be used to fund 8.0 FTE Victim Advocates who provide comprehensive services to all victims of crime in Clackamas County. This grant continues funding for positions that were funded by the last grant allocation which will expire on 09/30/23. The yearly allocated award to the District Attorney's Victim Assistance Program is as follows: VOCA funds of \$511,733.00 and CFA funds of \$221,930.00. As this is a federal grant award, the grant's fiscal year runs from October 1 through September 30 each year of the grant. The DA's Office budget reflects the percentage of the award that will be paid during each County fiscal year. During this grant period, there is no requirement for matching funds.

Name of Funding Agency: Victim of Crime Act (VOCA) and Criminal Fines Account (CFA)

Notification of Funding Opportunity Web Address: <https://www.doj.state.or.us/crime-victims/grant-funds-programs/victims-of-crime-act-voca-assistance-fund/>

OR

Application Packet Attached: Yes No

Completed By: Carrie Walker

Date: 07/31/23

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To Be Completed by Department Fiscal Rep

Competitive Application Non-Competing Application Other

Assistance Listing Number (ALN), if applicable:	16.575	Funding Agency Award Notification Date:	09/17/23
Announcement Date:	07/17/23	Announcement/Opportunity #:	
Grant Category/Title	Victims of Crime Act & Criminal Fine Account	Funding Amount Requested:	\$1,467,326 for 2 yrs.
Allows Indirect/Rate:		Match Requirement:	N/A - Blanket Waiver for 2023-2025.
Application Deadline:	08/28/23	Total Project Cost:	\$3,285,000 for 2 yrs, (Est)
Award Start Date:	10/01/23	Other Deadlines and Description:	
Award End Date	09/30/25		
Completed By:	Carrie Walker	Program Income Requirements:	N/A
Pre-Application Meeting Schedule:	07/24/23 or 07/27/23		

Additional funding sources available to fund this program? Please describe:

For FY 23-24, Clackamas County General Fund - Through the DA's Office; ICJR Victim Advocate Sub-Recipient Agreement (\$74,143); BCC Domestic Violence Initiative (\$25,000).

How much General Fund will be used to cover costs in this program, including indirect expenses?

For FY 23-24, \$801,624.

How much Fund Balance will be used to cover costs in this program, including indirect expenses?

\$0.00

In the next section, limit answers to space available.

Section III: Funding Opportunity Information - To Be Completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. *How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?*

2. *Who, if any, are the community partners who might be better suited to perform this work?*

3. *What are the objectives of this funding opportunity? How will we meet these objectives?*

4. *Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?*

Organizational Capacity:

1. *Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?*

2. *Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?*

3. *If this is a pilot project, what is the plan for sun setting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?*

4. *If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?*

Collaboration

1. List County departments that will collaborate on this award, if any.

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this funding?

Fiscal

1. Are there other revenue sources required, available, or will be used to fund the program? Have they already been secured? Please list all funding sources and amounts.

2. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, local grant, etc.)?

3. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are those sources?

Other information necessary to understand this award, if any.

Program Approval:

Name (Typed/Printed)	Date	Signature
----------------------	------	-----------

** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **
ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)

Carrie Walker

08/01/23

Carrie Walker

Name (Typed/Printed)

Date

Signature

DEPARTMENT DIRECTOR (or designee, if applicable)

John D. Wentworth

08/01/23

[Signature]

Name (Typed/Printed)

Date

Signature

FINANCE ADMINISTRATION

Elizabeth Comfort

8.2.2023

Elizabeth Comfort

Name (Typed/Printed)

Date

Signature

EOC COMMAND APPROVAL (WHEN NEEDED FOR DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)

Name (Typed/Printed) Date Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications up to and including \$150,000 email form to Tracy Moreland at TracyMor@clackamas.us for Gary Schmidt's approval.

For applications \$150,000 and above, email form with Staff Report to the Clerk to the Board at ClerktotheBoard@clackamas.us to be brought to the consent agenda.

BCC Agenda item #: 20230817 IV.A.4

Date: 08/17/2023

[Signature]

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department at

and

Grants Manager at financegrants@clackamas.us

when fully approved.

Department: keep original with your grant file.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF CLACKAMAS COUNTY, STATE OF OREGON

In the Matter of Application and Grant Reporting for the 2023-2025 VOCA/CFA Non-Competitive Grant through the Oregon Department of Justice



Board Order No. 2023-093

Page 1 of 1

Whereas, the Clackamas County Board of County Commissioners (the “Board”) has authority to accept and sign all grants and any amendments or renewals of the same; and

Whereas, the Clackamas County District Attorney’s Office (“DA’s Office”) is applying for the 2023-2025 VOCA/CFA Non-Competitive Grant (the “Grant”) award through the Oregon Department of Justice; and

Whereas, the Oregon Department of Justice requires that if someone other than the county Board of Commissioner Chairperson intends to sign grant documents (including reports), applicants must upload a signed letter of authorization to the application; and

Whereas, the Board agrees that it is necessary to delegate limited signing authority for the purposes described above in order to allow the DA’s Office to apply for the Grant;

NOW THEREFORE, the Clackamas County Board of Commissioners orders as follows:

1. The Board hereby approves of the DA’s Office applying for the Grant; and
2. The Board hereby delegates signing authority to the Clackamas County District Attorney to sign all documents reasonably necessary to apply for the Grant.

DATED this 17th day of August, 2023

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

OREGON DEPARTMENT OF JUSTICE



2023 - 2025

**Victims of Crime Act (VOCA)
Criminal Fine Account (CFA)**

**Non-Competitive Program Grant
Request for Application (RFA)**

Applications Due: Monday, August 28, 2023

**Attorney General Ellen F. Rosenblum
Oregon Department of Justice
Crime Victim and Survivor Services Division
1162 Court Street NE
Salem, OR 97301-4096**

GRANT OPPORTUNITY SUMMARY

Opportunity Type:	Victim of Crime Act (VOCA) Non-Competitive and Criminal Fines , (CFA) funds. For the purpose of this RFA, this grant opportunity v be referred to as the VOCA CFA GRANT .
RFA Release Date:	July 17, 2023
RFA Deadline:	APPLICATIONS DUE: Monday, August 28, 2023 by <u>4:59pm</u> PDT. LATE applications will not be considered for funding.
Award Period:	October 1, 2023 – September 30, 2025
Number of Grants:	38
Matching Requirement:	The required 25% match will be waived through September 30, 2025. CFA award does not require matching funds
E-Grants Initiation:	Applications will be <i>initiated</i> by CVSSD. Applications will be <i>completed and submitted</i> by the applicant.
Application Teleconference Calls:	June 24 & June 27. See page 6 for details
CVSSD Contact Information	Oregon Department of Justice Crime Victim and Survivor Services Division 1162 Court Street NE Salem, Oregon 97301-4096 Main Office: 503-378-5348 CVSSD Email: cvssd@doj.or.us Webpage: https://www.doj.state.or.us/crime-victims

TABLE OF CONTENTS

NOTE: Instructions for the application form may be found in E-Grants on the View Forms Menu Page of the VOCA-CFA Application.

I.	Grant Application Resources	4
	A. Resources for Request for Applications (RFA)	5
	B. Amendments to the Application	5
	C. VOCA CFA Application Teleconference Schedule	5
	D. Timetable for Application Review and Awards	6
	E. Contact Information	6
II.	Requirements for all ODOJ CVSSD Funds	7
	A. Eligibility	7
	B. Common Requirements	7
	C. Possible Outcomes of Non-Compliance	8
III.	VOCA/CFA Application Overview	9
	A. Introduction	9
	B. Purpose	9
	C. Priority Areas.....	9
	D. Direct Services	10
	E. Specific Requirements to the VOCA CFA	10
	F. Victims of Crime Act (VOCA) Eligibility Requirements.....	13
	G. Criminal Fines Act (CFA) Eligibility Requirements	15
	H. CVSSD State Funding Eligibility Requirements.....	16
	I. Match Requirements (Not Applicable for Tribal Nations)	17
	J. Availability and Duration of Funding	17
	K. 2023-2025 Grant Award Allocation	17
	L. Condition of Awards	17
IV.	General Application & E-Grant Guidelines	19
V.	Monitoring, Reporting and Financial Requirements	20
	A. Grant Monitoring	20
	B. Default	20
	C. Reporting Requirements	21
	D. Schedule for Required Reports	23
	E. Common Outcome Measures	23
	F. Unspent & De-obligation of Funds.....	24
VI.	Submission Information	24
VII.	Review Application & Reservation of Rights	25
	A. Application Review Process.....	25
	B. Reservation of Rights	25
VIII.	Review of Award Decision	25

A. Informal Review 25
B. Formal Review..... 26

APPENDICES

Appendix A Training Requirements
Appendix B VOCA Grant Allocations

SECTION I: GRANT APPLICATION RESOURCES

A. Resources for Request for Applications (RFA)

Throughout this document, the Oregon Department of Justice Crime Victim and Survivor Services Division is referred to as ODOJ CVSSD. The 2023-2025 VOCA Criminal Fine Act Grant Funds Request for Applications is referred to as the 'VOCA CFA' or the 'RFA'.

The **ODOJ CVSSD E-Grant Application Instructions** provide guidance for each line item in the application. The Instructions can be found on the landing page or the Forms Menu in the E-Grants VOCA CFA Application Menu.

The **ODOJ CVSSD E-Grant Applicant User Guide** answers questions about navigating the system. The Guide can be found at [https://www.doj.state.or.us/crime-victims/forgrantees/ODOJ CVSSD-e-grants-information/](https://www.doj.state.or.us/crime-victims/forgrantees/ODOJ%20CVSSD-e-grants-information/).

New to E-Grants? Watch a recorded training webinar about E-Grants.

- <https://youtu.be/zwWWrjk7ND8> (E-Grants Training with ASL)
- <https://youtu.be/wimmAQyzUMw> (E-Grants Training without ASL)

Sample Grant Agreements for VOCA and CFA are available on the CVSSD website.

VOCA: <https://www.doj.state.or.us/crime-victims/grant-funds-programs/victims-of-crime-act-voca-assistance-fund/>

CFA: <https://www.doj.state.or.us/crime-victims/grant-funds-programs/criminal-fine-account-cfa-funding/>

VOCA Guidelines are posted in the top section of "View Forms" in the VOCA-CFA Application Menu.

VOCA Allowable & Unallowable Costs are referenced in the VOCA Handbook and CVSSD Website. They are also located on the application menu.

B. AMENDMENTS TO THE APPLICATION

CVSSD may amend this 2023-2025 VOCA CFA Request for Applications. Amendment(s) are on the Application Menu, directly below "Request for Applications".

Applicants are responsible to enter and save all application information in the ODOJ CVSSD E-Grants system. ODOJ CVSSD accepts no responsibility for applicants who miss or fail to provide information in the VOCA-CFA Application and the E-Grants system.

Applicants may submit formal requests for clarification of a provision in this RFA. Requests must be submitted by email or telephone to one of the Fund Coordinators listed above. Requests must

be received by Wednesday, July 28, 2023 to be considered. ODOJ CVSSD will promptly respond to each formal request for clarification. Formal requests for clarifications received after this date may or may not receive a response based on the sole discretion of ODOJ CVSSD. ODOJ CVSSD may also informally respond to applicants' questions with responses that do not affect the provisions of the 2023-2025 VOCA-CFA Application.

C. VOCA CFA APPLICATION TELECONFERENCE SCHEDULE

Applicants are strongly encouraged to attend one of the two teleconference/on-line sessions listed below. Applicants may choose either date. No registration is necessary.

Date	Time	Link
<p align="center">July 24, 2023 Monday</p>	<p align="center">1:00pm – 2:30pm</p>	<p>VOCA/CFA Teleconference #1 Join ZoomGov Meeting https://www.zoomgov.com/j/1607039937?pwd=OTY2Unc3Z20zWGlGb2tndUM2S2tCdZ09 Meeting ID: 160 703 9937 Passcode: 702095 One tap mobile +16692545252,,1607039937#,,,,*702095# US (San Jose) +16692161590,,1607039937#,,,,*702095# US (San Jose) Meeting ID: 160 703 9937 Passcode: 702095</p>
<p align="center">July 27, 2023 Wednesday</p>	<p align="center">10:00am – 11:30am</p>	<p>VOCA/CFA Teleconference #2 Join ZoomGov Meeting https://www.zoomgov.com/j/1616265402?pwd=WDAvb0Jub2ZYRWcvOTk2L0hGK2dHUT09 Meeting ID: 161 626 5402 Passcode: 553102 One tap mobile +16692545252,,1616265402#,,,,*553102# US (San Jose) +14154494000,,1616265402#,,,,*553102# US (US Spanish Line) Meeting ID: 161 626 5402 Passcode: 553102</p>

D. TIMETABLE FOR APPLICATION REVIEW AND GRANT AWARDS

2023 Dates	Application Activity
July 17	VOCA /CFA application released
July 24 & 27	RFA informational teleconferences.
July 28	Final changes/amendments to the application POSTED
August 28	Application DUE no later than 4:59pm PDT
September 17	Application recommendations to CVSSD Director
October 1	2023-2025 VOCA/CFA grant award period begins

E. CONTACT INFORMATION

Fund Coordinators	Phone	E-mail
Mackenzie Gray	(503) 378-5647	Mackenzie.E.Gray@doj.state.or.us
Diana Fleming	(503) 378-6260	Diana.L.Fleming@doj.state.or.us
Christine Heyen	(503) 378-5303	Christine.p.Heyen@doj.state.or.us
Marjorie Doran	(503) 378-5059	Marjorie.Doran@doj.state.or.us
Shawna Smith	(503) 378-6773	Shawna.Smith@doj.state.or.us
Libby Villa	(503) 798-3253	Libby.Villa@doj.state.or.us
Mike Maryanov	(503) 378-5307	Mike.v.Maryanov@doj.state.or.us
Benjamin Bradshaw	(503) 378-4476	Benjamin.Bradshaw@doj.state.or.us
Susana Escobedo	(503) 378-6248	Susana.escobedo@doj.state.or.us
Robin Reimer	(971) 673-3826	Robin.e.Reimer@doj.state.or.us
Letetia Wilson	(503) 931-1775	Letetia.Wilson@doj.state.or.us
Grant Section Manager	Phone	E-mail
Kim Kennedy	(503) 378-5178	Kim.Kennedy@doj.state.or.us
Grant Specialists	Phone	E-mail
Terri Johnson	(503) 378-4548	Terri.R.Johnson@doj.state.or.us
Amanda VanTil	(503) 378-6870	Amanda.L.VanTil@doj.state.or.us
Maria Ruiz Ceja	(503) 378-8435	Maria.RuizCeja@doj.state.or.us

SECTION II: REQUIREMENTS FOR ALL ODOJ CVSSD FUNDS

CVSSD has established universal requirements for any application for state and federal grant funds administered by CVSSD. These requirements include:

A. ELIGIBILITY

To be eligible for this funding through CVSSD, applicants must meet all eligibility criteria listed in Section II of this RFA.

B. COMMON REQUIREMENTS

1. **Advancing equity and meaningful community engagement** (applicable only to non-profit organizations representative of the dominant culture)
 - a. All applicants must have a written plan of action in place to ensure they are advancing the values and practices of diversity, equity, and inclusion in the work of the organization/agency. All staff and designated leadership should be involved in the development and implementation of the plan.
 - b. All applicants must have a written plan of action in place for outreach to and community coordination with culturally specific programs in their service area serving communities of color, LGBTQIA2S+, people with disabilities, Tribal Nations, and other populations impacted by inequity^{1,2}. All staff and designated leadership should be involved in the development and implementation of the plan.
2. **Meaningful Access to Effective Services Supported with CVSSD Funds**

All applicants must have written plans or other materials to describe how they provide meaningful access to effective services. At minimum, plans must describe how:

 - a. Victims/survivors are provided with timely information to make informed choices; services are voluntary and at no cost to victims/survivors.
 - b. Victims/survivors are provided information on how to apply for Crime Victim Compensation.
 - c. Services are victim/survivor-centered and encourage self-determination and informed decision making.
 - d. There is planning and coordination of services when more than one provider is involved (co-advocacy).
 - e. Referral processes are designed to care for and serve the best interest of victims/survivors. Referrals must ensure that victims/survivors feel supported while being connected to other services. Referrals are "warm hand-offs" not "drop-offs".
3. **Confidentiality and Advocate-Victim Privilege** (for victim service providers only)
 - a. Such requirements are mandated by state and federal law and required by CVSSD. The laws are considered best practice to protect victim privacy and are consistent with other confidentiality provisions.

b. For more specific requirements, see grant fund specific pages in this RFA.

4. Effective Services and Sound Administrative and Financial Management

- a. Risk assessments are completed and submitted with application.
- b. Financial and progress reports are true, accurate, timely, and complete.
- c. CVSSD conducts regular monitoring (Financial Report Verifications, Administrative & Financial Desk Reviews, and Site Visits).
- d. True and accurate financial records kept in accordance with Generally Accepted Accounting Principles (GAAP) and federal Uniform Guidance.

5. Training

All grant-funded staff, volunteers/interns, and board/governing body members are trained as appropriate as outlined in this RFA.

6. Compliance with Relevant State and Federal Laws

Applicants must comply with relevant federal and state laws. These include civil rights laws and regulations prohibiting discrimination in federally assisted programs or activities (i.e., Civil Rights Act of 1964, Equal Employment Opportunity Act of 1972, Americans with Disabilities Act of 1990, Limited English Proficiency guidelines), state insurance requirements, and Uniform Guidance 2 CFR Part 200.

7. Compliance with Fund Specific Guidance in this RFA.

C. POSSIBLE OUTCOMES OF NON-COMPLIANCE

CVSSD is responsible for ensuring that a subrecipient is in compliance with the general or specific terms and conditions of an award. If a determination of non-compliance is made, CVSSD will take one or more of the following actions in accordance with 2 CFR Part 200 and the CVSSD grant agreement.

- 1. Perform additional project monitoring.
- 2. Establish corrective action plan(s) to address areas of concern.
- 3. Require the subrecipient to obtain technical or management assistance.
- 4. Place special conditions on subrecipient with moderate to high risk assessment scores.
- 5. Require payments as reimbursements rather than advance payments.
- 6. Perform monthly check-ins with fund coordinator.
- 7. Require monthly financial or progress reporting, or supplemental reports as requested by the fund coordinator.
- 8. Temporarily withhold cash payments pending correction of a deficiency.
- 9. Disallow all or part of the cost of an activity or action not in compliance.
- 10. Wholly or partially suspend or terminate the award.
- 11. Withhold further awards for the project or program.
- 12. Take other remedies that may be legally available.

SECTION III: VOCA CFA APPLICATION OVERVIEW

A. INTRODUCTION

The Oregon Department of Justice - Crime Victim and Survivor Services Division (CVSSD) is the State Administrative Agency (SAA) for the Victims of Crime Act (VOCA) grant programs as authorized by ORS 147.231. Created as part of VOCA, the Crime Victims Fund is made up entirely of fines, fees and other monetary penalties paid by federal criminal offenders.

The Crime Victims Fund established by the VOCA is a major funding source for victim services throughout Oregon. VOCA was passed by Congress and signed into law by President Reagan on October 12, 1984. This Act serves as the central source of federal support providing direct services to victims of all types of crimes. VOCA funds are granted annually to each state by the U.S. Department of Justice, Office for Victims of Crime (OVC). As the SAA, CVSSD sub-grants funds to victim service organizations throughout the state.

Since 2015 when Congress first took an unprecedented step forward to meet the critical needs of our nation's crime victims by increasing the VOCA cap, Oregon began to address the gaps and needs of victims throughout the state. Traditionally, funding has been sufficient to support FTE for core services, however, with the continued increase in VOCA funding, the state has been able to: (1) Build the field's capacity to better serve victims; (2) Begin to address long standing issues in the field; and (3) Identify emerging issues across the state.

This 2023-2025 VOCA CFA Grant opportunity is a request for eligible applicants to address service delivery issues in Oregon and increase access to services for victims of crime.

B. PURPOSE

The primary purpose of the VOCA victim assistance grant program is to extend and enhance services to victims of crime. The VOCA Federal Guidelines define services as those efforts that:

1. Respond to the emotional and physical needs of crime victims.
2. Assist primary and secondary victims of crime to stabilize their lives after victimization.
3. Assist victims to understand and participate in the criminal justice system.
4. Provide victims of crime with a measure of safety and security (e.g., boarding-up broken windows, replacing or repairing locks).

For the purposes of this program, a crime victim is "a person who has suffered physical, sexual, financial or emotional harm as a result of the commission of a crime." This includes victims of city, county, state, federal and tribal crimes.

C. PRIORITY AREAS

In order to comply with the conditions of the Victims of Crime Act of 1984, Office for Victims of Crime (OVC) requires states to allocate at least 10% of its annual VOCA assistance grant to go to victim services in the following priority categories: domestic violence, child abuse, sexual assault, and previously underserved victims of violent crime. An additional 10% of VOCA funds are allocated to general victim services as determined by the DOJ CVSSD Advisory Committee.

An underserved crime victim is a victim of a violent or other traumatic act that is criminal in nature, as defined by state, tribal, military, or federal statute, who does not receive adequate services and support or who lacks understanding of, or access to, statutorily or constitutionally defined legal rights. Victims are considered underserved by the type of crime they have experienced (e.g., victims of elder abuse) or the demographic characteristics of the crime victim (e.g., LGBTQIA2S+ victims) or both (e.g., victims who are members of racial or ethnic minorities). Underserved victims may differ between jurisdiction, but some examples of victim populations often underserved may include but are not limited to non-English speaking residents; persons with disabilities; American Indian/Alaskan Native victims; adults molested as children. Victim services may be available in a community but may not be provided in a culturally responsive manner, may not be accessible, or may be complicated by overlapping or complex jurisdictional issues.

D. DIRECT SERVICES

VOCA funds are intended to provide direct services to victims and survivors of crime; direct services are those activities that directly benefit individual crime victims and survivors. Services include, but are not limited to, crisis intervention services; emergency services such as temporary shelter for crime victims and survivors; support services that may include mental health therapy; criminal justice related services; assisting crime victims and survivors with managing practical problems created by the victimization such as acting on behalf of the victim/survivor with creditors and employers; assisting crime victims and survivors with applying for compensation benefits, and providing opportunities for victims and survivors to meet with perpetrators, if so requested by the victim/survivor. VOCA funds may also be used for salary, fringe benefits, and training for staff positions that provide direct services, and operating expenses essential to providing direct services.

Please note that VOCA funds cannot be used to raise the public's consciousness or to educate regarding victim issues. Funds can be used to promote public awareness for matters of describing services available, how to access program assistance and to identify and refer crime victims and survivors to needed services.

E. SPECIFIC REQUIREMENTS TO THE VOCA CFA

By submitting an application, the applicant signifies its intent to comply with the requirements described here in Section III.C.

1. Advancing Equity and Meaningful Community Engagement

Equity and meaningful community engagement are rooted in empathy and humility, and demonstrated when organizations are connected to, giving space to, and creating access for people of all walks of life, backgrounds, abilities, culture, and beliefs. Victims and Survivors who choose to participate in programs and services benefit most when they feel a sense of belonging and acceptance. These kinds of environments are fostered when applicants seek out

other voices and perspectives of those with lived experiences to influence the organization's decision making and planning.

Applicant organizations have a responsibility to ensure their services and practices meet the diverse and complex needs of the people and the community they serve. This is best achieved when there is a plan to describe how an organization is intentionally shifting their practices to enhance equity, address oppression, and reduce disparities. For this reason, CVSSD requires that certain applicants demonstrate their commitment to advancing equity with a written plan and/or other materials. Further guidance for what may be included in a written plan is provided on Form D. Advancing Equity and Meaningful Community Engagement of the EGrants application.

CVSSD will evaluate plans and materials to ensure that applicants are taking steps to advance equity through their programs, services, and practices. CVSSD will place supplemental conditions on a grant award for applicants who do not already have written plans and/or materials for advancing equity. Supplemental conditions will instruct applicants to create a plan within 180 days of the first day of the grant award period, including a review of draft materials within the first 90 days. CVSSD fund coordinators will monitor the progress of applicants towards completion of these plans. Applicants must keep in mind possible outcomes of non-compliance outlined in Section II:C should this requirement not be met. Applicants may also consider helpful resources like the [National Equity Project](#), [Why Diversity, Equity, Inclusion Matter for Nonprofits](#) and [Diversity on Nonprofit Boards](#) from the National Council of Nonprofits, or [Strategies to Recruit, Hire & Sustain Diversity in the Workplace](#) from Caminar Latino and the National Resource Center for Reaching Victims.

Applicant organizations have a responsibility to engage with their communities. They do this through outreach to and coordination of services and activities with other service providers. It is especially important that Applicants engage with service providers that represent and serve communities of color, LGBTQIA2S+, people with disabilities, Tribal Nations, and other populations impacted by inequity. This is best achieved when there is a plan that describes how an organization is: (1) listening to and assessing the needs of the community, (2) strengthening existing partnerships and building new partnerships, and (3) conducting outreach to survivors who have not accessed services before. (To learn more about their communities, applicants may refer to resources such as their local [Community Health Assessments/Community Health Improvement Plans](#), ODOJ's [Opening Pathways to Justice and Improving Support for Populations Impacted by Inequity](#), or ODOJ's [Tribal Nations Listening Tour](#).) For this reason, CVSSD requires that certain applicants demonstrate their commitment to meaningful community engagement with a written plan and/or other materials. Further guidance for what may be included in a written plan is provided on Form D. Advancing Equity and Meaningful Community Engagement of the E-Grants application.

CVSSD will evaluate plans and materials to ensure that applicants are taking steps to meaningfully engage the community through its programs, services, and practices. CVSSD will place supplemental conditions on a grant award for applicants who do not already have written

plans and/or materials for meaningful community engagement. Supplemental conditions will instruct applicants to create a plan within 180 days of the first day of the grant award period. CVSSD fund coordinators will monitor the progress of applicants towards completion of these plans, including a review of draft materials within the first 90 days. Applicants must keep in mind possible outcomes of non-compliance outlined in Section II:C should this requirement not be met. Applicants may also consider helpful resources such as the [Nonprofits Integrating Community Engagement Guide](#) from the Building Movement Project, [Best Practices for Meaningful Community Engagement](#) by Groundwork USA, [Meaningful Community Engagement for Health and Equity](#) from the Centers for Disease Control and Prevention, or [University of Kansas' Community Toolbox](#).

Note: Involvement in community coordination efforts is a component of, not a substitute for, meaningful community engagement. Applicants are expected to be involved in community coordination efforts such as domestic or sexual violence response teams, child abuse multidisciplinary teams, and local or regional partnerships. These coordination efforts may include Tribal Nations, criminal justice system partners, and other social service providers. Applicants may also propose formal collaborations through non-binding agreements (i.e., Memorandum of Understanding), or by subcontracting or subawarding funds available through this application. If proposing an MOU, subcontract, or subaward, the applicant must show that the partner entity can perform the delegated services, satisfy the grant terms and conditions, and not impair the applicant's provision of services funded through the VOCA CFA Grant. MOUs, subcontracts, and subawards must be reviewed and approved by CVSSD prior to implementation on a VOCA CFA award.

2. Meaningful Access to Effective Services

Meaningful access to effective services for all victims and survivors is a longstanding value of the VOCA CFA Grant funds. CVSSD recognizes effective services as victim and survivor centered, trauma-informed, and culturally responsive. Victims & survivors have the right to self-determination and to make informed decisions about the services they receive. This can only happen when organizations and programs respect survivors' cultural, gender, and other intersecting identities and assist them in obtaining and providing services that meet their unique needs. Victims and survivors must be able to express themselves in their preferred language and to receive the necessary accommodations for them to fully participate in services.

In circumstances where other resources are needed for a victim or survivor, applicants may make referrals *only if* those referrals connect them to an appropriate partner organization or program. Referrals should always be "warm hand offs" not "cold drop offs" and made with the consent of the victim or survivor. More importantly, organizations and programs must continue its services with a victim or survivor while it works with another provider to serve that person. This is especially true when working in partnership with culturally specific organizations and Tribal Nations programs. For dominant culture organizations, having these kinds of partnerships does not release them from their obligation to provide culturally specific or culturally responsive services.

CVSSD requires that all applicants demonstrate their commitment to meaningful access to effective services. This is accomplished through written plans and/or other materials that address how the following types of services are provided and evaluated for accessibility and effectiveness:

- Emergency Services
- Culturally specific and/or culturally responsive services (for dominant culture non-profit organizations only)

Applicants may also offer written plans and/or other materials about other services such as:
Follow-up advocacy when safe and at request of the victim and survivor

- Legal advocacy
- Legal services
- Outreach
- Transportation

Services to victims and survivors must be voluntary and provided at no charge to the survivor. Each source of funding within the VOCA CFA Grant identifies its own requirements for allowable services. Refer to fund-specific information and guidelines to learn more.

CVSSD will evaluate plans and materials to ensure that applicants are taking steps to ensure meaningful access to effective services through its programs, services, and practices. CVSSD accepts materials such as procedure manuals that describe what and how services are delivered and by whom. Applicants may also submit written strategies, methodologies and practices for evaluation and measurement of outputs and outcomes relating to accessibility and effectiveness. CVSSD will place supplemental conditions on a grant award for applicants who do not already have written plans and/or materials for meaningful access to effective services. Supplemental conditions will instruct applicants to create a plan within 180 days of the first day of the grant award period. CVSSD fund coordinators will monitor the progress of applicants towards completion of these plans, including a review of draft materials within the first 90 days. Applicants must keep in mind possible outcomes of non-compliance outlined in Section II:C should this requirement not be met.

Applicants may also consider helpful resources such as [Achieving Excellence: Model Standards for Serving Victims and Survivors of Crime \(Model Standards\)](#) by the Office of Victims of Crime, [Providing Accessible and Effective Services to Survivors of Sexual Assault with Disabilities](#) by End Abuse of People with Disabilities, the National Council of Nonprofits [Evaluation and Measurement of Outcomes](#) or the Community Tool Box [Implementing Effective Interventions, Documenting Progress and Using Feedback](#), and [Making Outcomes Matter](#).

F. VOCA ELIGIBILITY REQUIREMENTS

Eligibility is limited to applicants that are currently receiving VOCA CFA Grant funds.

Subrecipients of VOCA funds must:

1. Demonstrate a documented history of providing effective services to victims of crime;
2. Contribute a match of the total project cost from non-federal funds. Match is 25% of the federal amount received and can be in-kind or cash. Exceptions to this project match requirement are federally recognized American Indian or Alaska native tribes, or projects that operate on tribal lands;
3. Show substantial financial support from sources other than the Crime Victims Fund. A sub-recipient has substantial financial support from sources other than the Crime Victims Fund when at least 25% of the program's funding in the year of or the year preceding the award comes from such sources, which may include other federal funding programs;
4. Use volunteers within the organization/program;
5. Promote a collaborative coordinated approach for serving crime victims and survivors within the community;
6. Assist crime victim survivors in applying for crime victim compensation benefits;
7. Provide services to victims of federal crimes on the same basis as to victims of crimes under State or local law;
8. Provide VOCA funded services for victims and survivors at no cost to the victim/survivor;
9. Maintain the confidentiality of client-counselor information, as required by state and federal law; and
10. Reasonably protect the confidentiality and privacy of persons receiving services under the project to the extent permitted by law.

In addition to the requirements listed above, all VOCA sub-recipients are expected to:

1. **Comply with Federal Rules Regulating Grants.** Subrecipients must comply with the applicable provisions of VOCA, the Program Guidelines, and the requirements of the OJP Financial Guide https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf which includes maintaining appropriate programmatic and financial records that fully disclose the amount and disposition of VOCA funds received. This includes: financial documentation for disbursements; daily time and attendance records specifying time devoted to allowable VOCA victim services; client files; the portion of the project supplied by other sources of revenue; job descriptions; contracts for services; and other records which facilitate an effective audit.
2. **Maintain Civil Rights Requirements.** The CVSSD webpage, <https://www.doj.state.or.us/crimevictims/for-grantees/civil-rights-requirements> provides information and links that will assist subrecipients in complying with three mandatory federal processes. These include:
 - Civil rights laws and regulations prohibiting discrimination in federally assisted programs or activities;
 - Limited English Proficiency (LEP) guidelines; and,
 - Equal Employment Opportunity Plans (EEO). Non-profit organizations and Tribal Nations are exempt from the EEO requirements but must complete the EEO

form included as a Grant Agreement Exhibit and submit a Certification Form using the EEO Reporting System found at <https://ojp.gov/about/ocr/eeop.htm>.

These processes include notification of nondiscrimination policy, responding to discrimination complaints, and civil rights training and are required of recipients of VOCA funding through CVSSD. Civil Rights Training Certification is required to be updated every two years and uploaded in E-Grants before the grant agreement is signed.

3. **Comply with the [VOCA Grant Management Handbook](#)** and with VOCA rules, 28 CFR Part 94: Victims of Crime Act Victim Assistance Program as written in the [Federal Register, Vol. 81, No 131](#), DOJ CVSSD and DHS 2021-2023 Joint Application, as well as any additional eligibility or service criteria as established by DOJ CVSSD.
4. **Comply with the Assurances and Certifications.** Sub-recipients must meet the terms of the Certified Assurances and other federal rules regulating grants, including non-supplanting and the Certifications regarding lobbying, debarment, suspension and other responsibility matters, and drug-free workplace requirements.
5. **Comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006.** As of January 1, 2009, all recipients of Federal VOCA funds, and their sub-contractors, must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. All applicants are required to register with the System for Award Management (SAM), if you have not already done so. Information about SAM registration procedures can be accessed at: www.sam.gov.

G. CRIMINAL FINES ACT (CFA) ELIGIBILITY REQUIREMENTS

Statutory Requirements for PROSECUTION-BASED Victim Assistance Programs

Under the Oregon Revised Statute (ORS) Chapter 147.227, programs are to provide comprehensive services to victims of *all types of crime* in order to meet the eligibility criteria of these funds. The requirements under the Statute give service priority to serious crimes against persons, as well as calls on victims' assistance programs to collaborate with community-based and government agencies to benefit victims. Victim service professionals are required to provide the *Core Services* listed below. Each eligible applicant will be required to submit a signed ***Certificate of District/City Attorney and Program Director*** form certifying that their county/city program meets all of the requirements cited in ORS 147.227. The certification form can be downloaded from E-Grants, signed and must be uploaded as directed in E-Grants on Form K: Other Attachments.

1. Inform victims, as soon as practicable, of their rights under Oregon law;
2. Advocate for victims of serious person crimes as they move through the criminal justice system and advocate, when requested, for all other victims of crime;

3. Involve victims, when practicable or legally required, in the decision-making process in the criminal justice system;
4. Ensure that victims are informed, upon request, of the status of the criminal case involving the victim;
5. Assist victims in preparing and submitting crime victims' compensation program claims to the Department of Justice under ORS 147.005 to 147.367;
6. Assist victims in preparing and submitting restitution documentation for purposes of obtaining a restitution order;
7. Prepare victims for court hearings by informing them of the procedures involved;
8. Assist victims with the logistics related to court appearances when practicable and requested;
9. Accompany victims to court hearings when practicable and requested;
10. Encourage and facilitate victims' testimony; and
11. Inform victims of the processes to request the return of property held as evidence.

H. CVSSD STATE FUNDING REQUIREMENTS

Applicants eligible for these funds must fulfill the following CVSSD requirements:

- 1. Access to Effective Services:** Ensure meaningful access to services for all victims of crime across the State by responding appropriately to requests for assistance (ie: completion of compensation claims, child abuse medical assessments, etc.). In addition, those agencies whose primary services are focused on a specific area of victim assistance must be able to describe how they directly link victims whose needs may be beyond their expertise to the appropriate community partner agency.
- 2. Good Fiscal Management:** Maintain adequate funding, keep financial records and comply with grant reporting requirements. Applicants with deficiencies in timely and accurate reporting in previous grants may receive conditional grants and be required to submit additional information addressing those deficiencies before a grant is awarded.
- 3. Financial, Data and Outcome Reporting:** Submit quarterly financial, statistical and outcome measures reports and narrative reports on services provided specific to the staff positions supported by those funds.
- 4. Confidentiality Policies and/or Procedures:** Maintain and enforce policies and procedures that protect the confidentiality and privacy of persons receiving services and that prohibit disclosure of Personally Identifying Information (PII) or individual information collected in connection with services requested, used, or denied without the informed, written, reasonably time-limited consent of the person whose information will be disclosed. Non-personally identifying information may be shared in the aggregate for reporting purposes. Policies will be reviewed during site visits. You must become familiar with and adhere to the ***PII Breach policy***; policy and forms are located on the CVSSD Website

5. Compliance with Relevant Federal and State Laws (Civil Rights, ADA, etc.): By submitting the 2021-2023 VOCA/CFA Grant application, applicants signify it is their intent to comply with all relevant federal and state laws.

6. Insurance Requirements: Maintain Worker's Compensation and General Liability insurance and other insurance as specified in the Grant Agreement. CVSSD does not collect Certificates of Insurance, but they may request verification during a site visit.

6. Training Requirements: Provide training to all grant-funded staff, volunteers/interns and board/governing body members, as appropriate and outlined by CVSSD. Prior to victim contact, staff and volunteers must be assessed by a supervisor for their readiness to provide direct advocacy services. Applicants will demonstrate their methodology for evaluation of staff and volunteer compliance with training requirements during site visits. The Staff Roster and the Board/Governing Body Roster in the E-Grants system both require information on completion of training requirements for each staff person and board/governing body member. See Appendix A: Training Requirements.

I. MATCH REQUIREMENTS (NOT APPLICABLE FOR TRIBAL NATIONS)

OVC requires VOCA funded projects include a matching contribution of 25% of the awarded VOCA grant funds. Match contribution may be cash or in-kind and must be derived from nonfederal sources/funds. VOCA match may include state or local funds, foundation grants, private donations of cash, services or goods, etc.

CVSSD will continue offer a blanket match waiver for 100% of applicants match requirement on this VOCA 2023-2025 Award. This blanket waiver is incorporated into your E-Grant application and does not require you to complete a CVSSD Match Waiver request.

J. AVAILABILITY AND DURATION OF FUNDING

The grant cycle of the 2023-2025 VOCA CFA Grant will be twenty-four (24) months. The grant period is October 1, 2023 through September 30, 2025.

Awards are contingent upon the availability of appropriated funds through the US Department of Justice, Office for Victims of Crime.

K. 2023 – 2025 GRANT AWARD ALLOCATIONS

See Appendix B: VOCA Non-Competitive Annual Funding Allocation

See Appendix C: CFA Annual Funding Allocation

L. CONDITION OF AWARDS

Timely Completion of Grant Award Documents

All grant awards are made conditional upon the subrecipient's timely completion of grant award documents. Funds are not considered obligated and will not be transferred until all required grant award documents have been signed by the organization's/program's Authorized Signer and/or the Board and Financial Officer. If all required grant award

documents are not completed by an applicant within three months of the notice to the applicant of the intended award, CVSSD may withdraw the award and has the authority to reallocate the conditionally awarded funds.

Before the CVSSD will issue an award or release a payment, required reports for all existing awards issued by CVSSD must be completed. The schedule for reporting requirements across all funds is located on the CVSSD website: <https://www.doj.state.or.us/crime-victims/for-grantees/reports-and-publications/>

Incomplete or Nonconforming Applications

The State of Oregon reserves the right to reject any or all grant proposals, to waive informalities and minor irregularities in proposals received, and to accept any portion of the proposal or all items proposed, if deemed in the best interest of the State of Oregon to do so. Failure of the applicant to provide information requested in the application shall be the responsibility of the applicant agency/program and may result in disqualification of the applicant. NOTE: The fact that an applicant meets eligibility requirements and applies for eligible services does not guarantee grant funding.

Conditional Awards

All grant agreements issued by CVSSD include requirements that must be satisfied by both parties to the agreement. In addition, CVSSD may include additional conditions when circumstances exist that require a further showing of applicant's ability to successfully manage an award. Examples of such additional conditions include, but are not limited to, a requirement of more frequent reporting to assure timeliness and accuracy, or additional reports to document that sub-recipient is successfully addressing an area of concern. When additional conditions are included in a grant agreement, the sub-recipient's failure to satisfy those conditions shall be governed by the default and termination provisions included in the agreement.

The applicant will be notified that the applicant's award will be finalized, and the sub-award documents are executed only if the additional conditions are satisfied in a timely manner. The notice shall specify the conditions to be satisfied by the applicant and the date by which each condition must be satisfied. If the conditions are satisfied within the prescribed time frame, the award will then be finalized, and award documents can be executed. Applicants who do not satisfy award conditions by the date specified shall be notified in writing that the conditions have not been satisfied and the conditional award has been withdrawn.

Payment of Awards

All payments are contingent upon funds being appropriated and available for distribution.

VOCA sub-award payments are quarterly and made on a reimbursement basis, meaning that grant funds are paid to the grantee agency/program after expenditures have been made. Payments to sub-recipients are made when CVSSD approves submitted quarterly Financial Reports, accompanied by all required progress and statistical reports due for that reporting period. Sample language as to the payment of VOCA awards and the conditions

precedent to payment are included in the sample CVSSD VOCA Grant Agreement which can be viewed on the CVSSD website.

CFA grant award payments are made prospectively on a quarterly basis and not on a reimbursement basis. During a 24-month grant award, the first of 8 equal quarterly payments will be made upon the completion of all required grant documents, including execution of the CVSSD CFA Grant Agreement. Subsequent quarterly payments are made when CVSSD approves submitted quarterly Financial Reports accompanied by all required progress and statistical reports due for that reporting period. Sample language as to the payment of CFA awards and the conditions precedent to payment are included in the sample CVSSD CFA Grant Agreement which can be viewed on the CVSSD website.

SECTION IV: GENERAL APPLICATION & E-GRANT GUIDELINES

The following information is to assist you in completing the 2023-2025 VOCA CFA Grant Application for all eligible programs for the period **October 1, 2023 – September 30, 2025**. For more specific support, please refer to the Application Instruction document.

Technical assistance can be obtained by:

- Accessing **Form Instructions** in the Request for Application section;
- Using the E-Grant Applicant User Guide;
- Contacting a CVSSD Grant Fund Coordinators regarding application contents;
- Contacting E-Grant Help Desk at 1-866-449-1425 or azhelpdesk@agatesoftware.com.

KEY THINGS TO REMEMBER WHEN WORKING IN THE E-GRANT SYSTEM:

The E-Grants system will not allow an application to be submitted with error messages on any form within the application.

Remember to click “*SAVE*” frequently to save information you have entered. Do not wait to complete the page before saving. There is no way to retrieve lost information.

For radial button selections, click once to mark or change your selection, double-click to remove the selection completely.

Consider completing narrative sections in a word program and pasting it into the appropriate section. E-Grant does not have spell check feature and most text boxes have limited character counts. Using these tools in Word may be helpful.

If the system is idle for an hour, it will time out. All unsaved information will be lost.

Applications must be electronically submitted through the CVSSD E-Grant system. Once an application is submitted it will become a “READ ONLY” document and cannot be changed. Late applications will NOT be accepted. For information on ‘Submitting Your Application,’ see the *CVSSD E-Grants Applicant User Guide*.

Applications are due Monday, August 28, 2023 by 4:59 p.m. DST.

Your grant application will not be accessible after the deadline.

SECTION V: MONITORING, REPORTING, AND FINANCIAL REQUIREMENTS

A. GRANT MONITORING

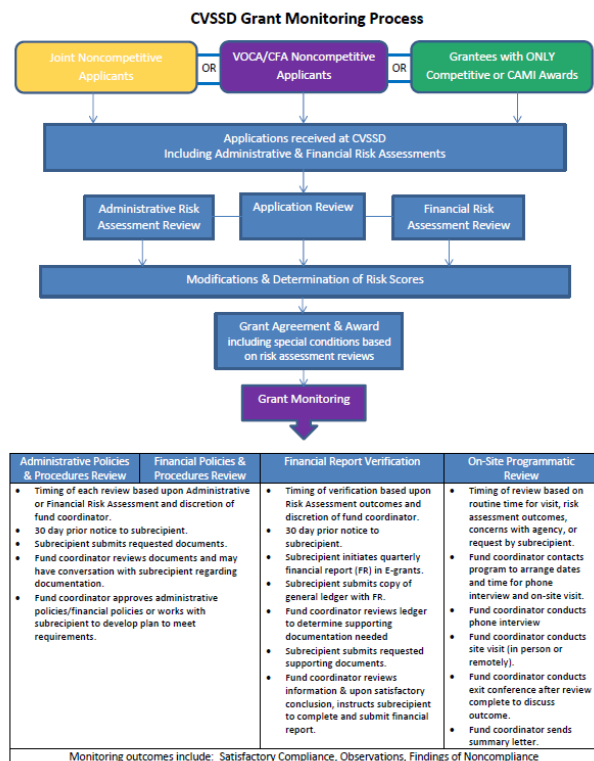
CVSSD will monitor each grantee receiving VOCA and CFA funds. The objective of monitoring is to support program development, provide technical assistance, and assure that the grantee is: (a) providing services as described in this RFA and grant agreements; (b) spending grant funds as agreed; (c) working towards funding objectives; and (d) following appropriate fiscal procedures.

CVSSD monitoring includes financial and administrative risk assessments, one or more financial report verifications, policy and procedure reviews, and on-site or virtual visits. Grantees will be contacted by their assigned fund coordinator prior to a site visit being scheduled.

A Grant Monitoring Checklist can be found on the CVSSD website (located FOR GRANTEES; Grant Guidance Documents). This list is not inclusive and will continue to be updated as information changes.

B. DEFAULT

All CVSSD grant agreements who fail to meet any of the reporting requirements included in this section (financial, narrative, and/or statistical), shall be considered in default under the grant agreement. In such a case, CVSSD has the right to termination the grant award. CVSSD may also reduce the grant award proportionately to the period for which reports were not submitted in a



timely manner. Please see the “Termination and Default” section of the CVSSD Grant Agreement for information.

C. REPORTING REQUIREMENTS

Reporting for this application will be done through the CVSSD E-Grant system, and as appropriate, in Office for Victims of Crime (OVC) Performance Measure Tool (PMT) online system. Details on reporting in the OVC PMT online system will be provided when awards are final. Reporting schedules can be located on the award Grant Agreement COVER PAGE and on the CVSSD website.

FINANCIAL REPORTING:

Grantees must submit a quarterly Financial Report form. All required quarterly progress reports must be submitted and accompany the financial report before the financial report will be approved and processed for payment. In addition to any specified conditions, grantees must adhere to the financial guidelines set forth in the fund specific CVSSD Grant Agreement.

NARRATIVE REPORTING: Grantee’s must answer narrative questions that will be submitted annually in both the OVC PMT online system and in a VOCA Progress Report through E-Grants.

Federal Report Outcome Questions in the OVC PMT: The following questions will appear in the OVC PMT due annually on OCTOBER 31st.

- Number of requests for services that were unmet because of organizational capacity issues; please explain.
- Does your program/agency formally survey clients for feedback on services received? All VOCA sub-recipients must say ‘yes’.
- Number of surveys distributed (includes, but is not limited to, those distributed by hand, mail or other method). Simply add up your quarterly numbers.
- Number of surveys completed. Simply add up your quarterly numbers.
- Please discuss some of the challenges your victim assistance program faced during the Federal fiscal year. Be explicit as CVSSD is aware that all agency/programs have some challenges. Do not enter “no challenges.”

VOCA Annual Report question in CVSSD E-Grants: Grantee’s must answer narrative questions in CVSSD E-grants progress reports forms. CVSSD collates grantee’s responses into the annual Performance Report which CVSSD submits to OVC. These questions will appear in your E-grants Progress Report due on OCTOBER 31.

- Discuss the issues in your agency/program that either assist or prevent victims from receiving assistance during the reporting period.

- Describe ways that your agency/program promoted the coordination of public & private efforts within the community to help victims of crime.
- Describe any activities that improved the delivery of services to victims from your agency/program.
- Discuss how (child abuse, domestic assault, sexual assault, and underserved) VOCA funds have been used to assist crime victims, using case histories. Provide a case history for each funded category.
- Describe efforts taken to serve victims of federal crimes.
- Identify emerging issues or notable trends affecting crime victim services in your service area during the reporting period. This would include issues or trends seen within the court, community, law enforcement, faith community & schools.
- Outline any staffing retention issues that your agency/program had and why these issues have occurred during the reporting period (e.g., staff turnover due to low salary & benefits, COVID related, heavy workload, retirement, change of profession, relocation, change in lifestyle, etc). Without providing names, provide a narrative that includes all staff retention issues for this reporting time.
- Explain the methods your agency/program utilized to publicize its victim assistance funding for services to victims of crime during the reporting period.
- Explain how your agency/program was able to provide direct funding to new/underserved populations during the reporting period.
- Explain how your agency/program was able to respond to identified gaps in services. Be explicit, as CVSSD is aware that all agency/programs have gaps in services. Do not enter “no gaps.”

VOCA & CFA Statistical Reporting Requirement: CVSSD Grant Agreement requires a grantee to report statistical data on a quarterly basis in the OVC-PMT and E-Grants. VOCA ONLY stats are reported in PMT. CFA and ALL VAP stats are reported in E-Grants. Additional information will be provided once there is an award.

All statistical data must be as accurate as possible. Therefore, grantee’s must be able to distinguish between new and ongoing clients. It is essential that the proper data be collected and reported. If requested by CVSSD, all grantee’s must be able to verify their reported statistical data.

All grantee’s receiving VOCA funds are required to complete and submit the CVSSD Common Outcome Measures reporting form in CVSSD E-Grants. CVSSD reserves the right to adjust or modify these measures and target outcomes, as well as the procedures and forms for collecting

the information. If adjustments are required, a grantee will be provided sufficient notice to make the required changes.

D. SCHEDULE FOR REQUIRED REPORTS

The complete reporting schedule for all CVSSD grants is available at <https://www.doj.state.or.us/crime-victims/for-grantees/reports-and-publications/>

E. COMMON OUTCOME MEASURES & COLLECTING CLIENT FEEDBACK

All VOCA grant recipients are required to collect feedback on services provided using the currently prescribed Common Outcome Measures listed below. The client feedback is not tied to a specific VOCA funded project, but rather to ALL victim services provided by the program. Programs are asked to collect client feedback from at least 10% of appropriate clients with the goal of a 90% positive response.

Grantees are only obligated to survey appropriate clients and should specify which clients will be surveyed via an internal, agency/program policy. Example: no clients in crisis would be appropriate, whereas clients receiving follow-up services may be more appropriate to complete the survey. Programs may use client feedback forms already in use in their agency.

ALL programs are required to include the following measure that will be common across all VOCA funded programs:

- 1. “The (insert name of agency/program) provided me with services that helped me make informed choices about my situation.”***

IN ADDITION, programs must ask the following appropriate two discipline specific measures:

For programs serving all victims of crime (including C-VAP, DA-VAP and Tribal Nations):

- 2. As a result of the information that I received from the Victim Assistance Program, I better understand my rights as a victim of crime.***
- 3. The information given to me by the Victim Assistance Program helped me better understand the criminal justice system process as it related to my case.***

For programs serving primarily victims of child abuse:

- 2. The agency/program staff treated my family with sensitivity and respect.***
- 3. The agency/program staff was supportive in helping me to access recommended treatment services for my child and family.***

All grantees receiving VOCA funds are required to complete and submit the CVSSD Common Outcome Measures reporting form in CVSD E-Grants.

CVSSD reserves the right to adjust or modify these measures and target outcomes, as well as the procedures and/or forms for collecting the information. If adjustments are required, grantees will be given notice to make any required changes.

F. UNSPENT & DE-OBLIGATION OF GRANT FUNDS

Grant awards for the period October 1, 2023 – September 30, 2025 will not be extended beyond the two (2) year award period.

VOCA: The VOCA Grant Agreement provides that grant funds not expended within the grant term shall be deobligated and returned to CVSSD. To the extent practicable and within its discretion, CVSSD may re-obligate such funds based on the allocation formula, taking into consideration factors including: the amount of funds deobligated; the timing of the deobligation; and the alternatives for reobligating the funds. To avoid deobligation of grant funds, a grantee is encouraged to redirect funds in a timely manner, as directed in the most recent version of the VOCA Grant Management Handbook.

CFA: If a CFA funded Program does not expend all its allocated CFA funds for the period of time described in the grant, the Administrator may permit an agency/program to retain a portion or all the funds for use in a subsequent grant. The agency/program will be required to demonstrate how those monies will be incorporated into the next year's program budget. (OAR 137-078-0015 (7)).

SECTION VI: SUBMISSION INFORMATION

VOCA CFA grant applications MUST be submitted through the CVSSD E-Grant system. For instructions on how to submit your application, please review the "Submitting your Application" section of the *CVSSD E-Grants Applicant User Guide*.

THE VOCA/CFA GRANT APPLICATION IS DUE:

AUGUST 28, 2023 (Friday) by 4:59 pm, PDT

WHEN APPLICATIONS ARE SUBMITTED, THEY ARE ENTERED INTO A "READ-ONLY" STATUS & CAN NOT BE CHANGED.

AT THE DEADLINE TIME, E-GRANTS WILL LOCK THE SYSTEM

AND WILL NO LONGER ACCEPT APPLICATIONS.

LATE APPLICATIONS WILL NOT BE CONSIDERED FOR FUNDING.

SECTION VII: REVIEW OF APPLICATION & RESERVATION OF RIGHTS

A. APPLICATION REVIEW PROCESS

This is a non-competitive grant; however, applications must meet the VOCA/CVSSD eligibility requirements to be considered for funding.

Applications will be reviewed by CVSSD Grant Management staff. In addition to the application, staff may review program financial and service information, previous site visit reviews and other relevant information, including reporting for previous grants through the present. CVSSD staff may seek guidance from funding advisory bodies on specific applications.

CVSSD may seek clarification from applicants on an application, including asking for additional information and may negotiate additional changes with an applicant.

B. RESERVATIONS OF RIGHTS

CVSSD reserves the right to:

1. Seek clarifications of each application, and/or to award a grant contract without further discussion of the proposals submitted;
2. Reject any and all applications received by reason of this request, or to negotiate separately in any manner necessary to serve the best interest of the public;
3. Determine, in their sole discretion, whether a proposal does or does not, substantially comply with the requirements of this VOCA/CFA RFA; and
4. Waive any minor irregularity, informal or non-conformance, with the provisions or procedures of this VOCA CFA RFA.

SECTION VIII: REVIEW OF REWARD DECISION

A. INFORMAL REVIEW

Applicants may request informal feedback and technical assistance regarding their grant application any time after receiving notification of the award decision. Contact your CVSSD Grant Fund Coordinator for additional information regarding this process.

B. FORMAL REVIEW

- An applicant has a right to a review of the award decision with regards to its application.
- Each applicant will be informed of this review procedure at the time a decision is made regarding its application.
- No applicant will be subject to reprisal for seeking a review of an award decision.
- An applicant may request a review, by written request, to CVSSD within seven (7) calendar days after receiving notification of the award decision.
- When CVSSD is notified that an applicant has requested an award decision review, a meeting will be scheduled for the applicant to meet with the CVSSD Grant Fund Coordinator and with up to three (3) members of the CVSSD Advisory Committee. Every effort will be made to hold this meeting within 14 calendar days of the receipt of the review request. The CVSSD Grant Fund Coordinator will notify the applicant of the meeting outcome/decision within five (5) working days following said meeting.
- If the matter at hand is not resolved through the above-described procedure, the applicant may request a review of the issue by the Oregon Attorney General or designee. The applicant shall make a written request for such a review to the Director of CVSSD within seven (7) calendar days following notification of the results of the meeting described in the preceding paragraph.
- Every effort will be made to have a final decision by the Oregon Attorney General or designee within 14 calendar days of receipt of the request.

**APPENDIX A:
TRAINING REQUIREMENTS FOR
STAFF, VOLUNTEERS, INTERNS, BOARD OF DIRECTORS, AND LEADERS**

A. STAFF

All recipients of VOCA funds must ensure that all staff providing direct services in Child Abuse Intervention Centers, and Specific Population organizations will successfully complete the Oregon Basic State Victim Assistance Academy (SVAA) training during the first year of the VOCA CFA grant cycle. Proposed VOCA funded staff that has previously attended SVAA have met this requirement. Information about the SVAA training is available on the NCVLI website:

https://law.lclark.edu/centers/national_crime_victim_law_institute/projects/OR_SVAA/.

VOCA funded staff with direct responsibility for domestic violence and sexual assault programs must successfully complete training that meets the Joint Allocation advocacy training requirements which can be found on CVSSD webpage. The training requirements can be met by completing the online Core Advocate Training developed by the Oregon Coalition Against Domestic and Sexual Violence available at:

<http://www.ocadsv.org/resources/online-core-advocacy-training-online/>

VOCA funded campus-based staff providing direct services to survivors of gender-based violence will successfully complete the 40-hour Campus Advocacy Training provided by the Oregon Attorney General's Sexual Assault Task Force. The Campus Advocate Training is also available online at:

<http://oregonsatf.org/training/40-hour-campus-advocat-training-online/>

VOCA funded staff from Child Abuse Intervention Centers, Specific Population, and Tribal Nation victim service/assistance programs may alternatively submit a 40-hour training plan for CVSSD approval that covers topics relevant to the funded staff position(s). The 40-hour training plan may include relevant topics from the:

- Oregon Basic State Victim Assistance Academy described above;
- Office for Victims of Crime Victims Assistance Training *Online* (VAT *Online*) found at: https://www.ovcttac.gov/views/TrainingMaterials/dspOnline_VATOnline.cfm under the Course Descriptions;
- Core Advocate Training described above; and
- Additional population-specific topics or other related training as approved by CVSSD.

All VOCA funded staff providing direct services is required to attend a Crime Victims' Compensation Program (CVCP) training every two (2) years.

Address Confidentiality Program (ACP) training is recommended, however, not mandated. It is recommended that each agency/program have at least one (1) Certified ACP Application Assistant staff to support victims in understanding and completing the ACP process. An ACP Application Assistant must renew their certificate every two (2) years.

CVCP and ACP training is available online with instructions and links located on the CVSSD webpage. For any additional information, contact Christy Simon at Christy.A.Simon@doj.state.or.us.

Applicants are encouraged to include projected staff training costs in their grant budget. These costs can include applicable registration fees, lodging, meals and mileage. See www.gsa.gov for per diem rates.

All agency/program staff NOT providing direct service should minimally be informed on the basics of providing services to victims of crime.

B. VOLUNTEERS & INTERNS

Volunteers and Interns providing VOCA funded direct services in domestic violence and sexual assault programs must complete training that meets the state requirement which can be found on CVSSD's webpage. The training requirement can be met by completing the online Core Advocate Training developed by the Oregon Coalition Against Domestic and Sexual violence available at:

<http://www.ocadsv.org/resources/online-core-advcoacy-training>.

Volunteers and Interns providing VOCA funded campus-based staff providing direct services to survivors of gender-based violence will successfully complete the 40-hour Campus Advocacy Training provided by the Oregon Attorney General's Sexual Assault Task Force. The Campus Advocate Training is also available online at:

<http://oregonsatf.org/training/40-hour-campus-advocat-training-online/>

Volunteers and interns providing VOCA funded direct services in Child Abuse Intervention Centers and Specific Population programs or Tribble Nations are required to successfully complete the OVC VAT Online training (or a training program that minimally covers the topics included in the VAT Online training) during the first year of the grant cycle. Registration information for the VAT Online training can be accessed at: <https://www.ovcttac.gov/vatonline>. Alternatively, organizations may submit a training plan for CVSSD approval that covers topics relevant to specific volunteer position(s), which may be from all trainings previously listed under STAFF TRAININGS.

The **Volunteer/Intern Coordinator/Supervisor** will develop a training plan that will consist of a minimum of 40 hours based upon the needs of the program and volunteers. It is the responsibility of the Coordinator/Supervisor to document what training are completed for each named volunteer/intern. This is best documented with the dated training agenda and sign in sheet placed in each volunteer/intern's personnel file. The CVSSD Grant Fund Coordinator will verify this information at the time of an in-person visit. Volunteers and Interns NOT providing direct services should minimally be informed on the basics of providing services to victims of crime.

C. BOARD of DIRECTORS and LEADERS

Each non-profit organization or Tribal Nation will identify the individual or group with direct responsibility for the “Victim Services” program.

The designated leader(s) that provide oversight to the grant funded program(s) may include members of the Board of Directors, Tribal leaders, the program supervisor, or a DV/SA Advisory Board/Committee and are expected to attend an orientation that provides the information they need on their role in the organization. Minimally, this may include organization overview, orientation of the Board manual, roles and responsibilities of the board, overview of Board structure, overview of board operations, fiduciary responsibilities, and review of strategic plan/administrative activities.

The designated leader(s) shall also attend a minimum of 12 hours of training in at least one of the VOCA priority categories (domestic violence, sexual assault, underserved, child abuse, or general victim services) depending on the services provided by the agency. Leaders with professional expertise in a relevant VOCA priority category are not required to attend training. Ongoing training in the areas of service provided by your agency is strongly encouraged. Training can be presented over several months, through annual meetings, self-study with debriefing, etc., however, must be documented. The CVSSD Grant Fund Coordinators will request to view the actual documentation of training at a site visit.

**APPENDIX B:
2023-2025 VOCA NON-COMPETITIVE GRANT ALLOCATION**

County	VOCA Year 1 Allocation	VOCA Year 2 Allocation	Total Maximum ¹ VOCA Allocation	Total Match Waived
Baker County District Attorney's Office	\$ 89,577.00	\$ 89,577.00	\$ 179,154.00	\$ 44,788.50
Benton County District Attorney's Office	\$ 170,122.00	\$ 170,122.00	\$ 340,244.00	\$ 85,061.00
City of Albany	\$ 63,860.00	\$ 63,860.00	\$ 127,720.00	\$ 31,930.00
City of Eugene	\$ 124,956.00	\$ 124,956.00	\$ 249,912.00	\$ 62,478.00
Clackamas County District Attorney's Office	\$ 511,733.00	\$ 511,733.00	\$ 1,023,466.00	\$ 255,866.50
Clatsop County District Attorney's Office	\$ 113,098.00	\$ 113,098.00	\$ 226,196.00	\$ 56,549.00
Columbia County District Attorney's Office	\$ 126,413.00	\$ 126,413.00	\$ 252,826.00	\$ 63,206.50
Coos County District Attorney's Office	\$ 138,339.00	\$ 138,339.00	\$ 276,678.00	\$ 69,169.50
Crook County District Attorney's Office	\$ 95,810.00	\$ 95,810.00	\$ 191,620.00	\$ 47,905.00
Curry County District Attorney's Office	\$ 96,025.00	\$ 96,025.00	\$ 192,050.00	\$ 48,012.50
Deschutes County District Attorney's Office	\$ 270,130.00	\$ 270,130.00	\$ 540,260.00	\$ 135,065.00
Douglas County District Attorney's Office	\$ 189,145.00	\$ 189,145.00	\$ 378,290.00	\$ 94,572.50
Gilliam County District Attorney's Office	\$ 74,081.00	\$ 74,081.00	\$ 148,162.00	\$ 37,040.50
Grant County District Attorney's Office	\$ 79,758.00	\$ 79,758.00	\$ 159,516.00	\$ 39,879.00
Harney County District Attorney's Office	\$ 79,737.00	\$ 79,737.00	\$ 159,474.00	\$ 39,868.50
Hood River County District Attorney's Office	\$ 98,536.00	\$ 98,536.00	\$ 197,072.00	\$ 49,268.00
Jackson County District Attorney's Office	\$ 301,813.00	\$ 301,813.00	\$ 603,626.00	\$ 150,906.50
Jefferson County District Attorney's Office	\$ 96,701.00	\$ 96,701.00	\$ 193,402.00	\$ 48,350.50
Josephine County District Attorney's Office	\$ 162,578.00	\$ 162,578.00	\$ 325,156.00	\$ 81,289.00
Klamath County District Attorney's Office	\$ 143,250.00	\$ 143,250.00	\$ 286,500.00	\$ 71,625.00
Lake County District Attorney's Office	\$ 80,508.00	\$ 80,508.00	\$ 161,016.00	\$ 40,254.00
Lane County District Attorney's Office	\$ 465,282.00	\$ 465,282.00	\$ 930,564.00	\$ 232,641.00
Lincoln County District Attorney's Office	\$ 122,544.00	\$ 122,544.00	\$ 245,088.00	\$ 61,272.00
Linn County District Attorney's Office	\$ 203,655.00	\$ 203,655.00	\$ 407,310.00	\$ 101,827.50
Malheur County District Attorney's Office	\$ 105,471.00	\$ 105,471.00	\$ 210,942.00	\$ 52,735.50
Marion County District Attorney's Office	\$ 432,692.00	\$ 432,692.00	\$ 865,384.00	\$ 216,346.00
Morrow County District Attorney's Office	\$ 84,461.00	\$ 84,461.00	\$ 168,922.00	\$ 42,230.50
Multnomah County District Attorney's Office	\$ 924,678.00	\$ 924,678.00	\$ 1,849,356.00	\$ 462,339.00
Polk County District Attorney's Office	\$ 158,075.00	\$ 158,075.00	\$ 316,150.00	\$ 79,037.50
Sherman County District Attorney's Office	\$ 73,871.00	\$ 73,871.00	\$ 147,742.00	\$ 36,935.50
Tillamook County District Attorney's Office	\$ 99,673.00	\$ 99,673.00	\$ 199,346.00	\$ 49,836.50
Umatilla County District Attorney's Office	\$ 156,676.00	\$ 156,676.00	\$ 313,352.00	\$ 78,338.00
Union County District Attorney's Office	\$ 100,187.00	\$ 100,187.00	\$ 200,374.00	\$ 50,093.50
Wallowa County District Attorney's Office	\$ 79,522.00	\$ 79,522.00	\$ 159,044.00	\$ 39,761.00
Wasco County District Attorney's Office	\$ 100,517.00	\$ 100,517.00	\$ 201,034.00	\$ 50,258.50
Washington County District Attorney's Office	\$ 707,635.00	\$ 707,635.00	\$ 1,415,270.00	\$ 353,817.50
Wheeler County District Attorney's Office	\$ 73,520.00	\$ 73,520.00	\$ 147,040.00	\$ 36,760.00
Yamhill County District Attorney's Office	\$ 184,616.00	\$ 184,616.00	\$ 369,232.00	\$ 92,308.00
Total	\$ 7,179,245.00	\$ 7,179,245.00	\$ 14,358,490.00	\$ 3,589,622.50

¹ Grantees may apply for up to the amounts listed. Electing not to apply for the full allocation will not impact future funding.

**APPENDIX C:
2023-2025 CRIMINAL FINES ACCOUNT (CFA) GRANT ALLOCATION**

County	CFA Year 1 Allocation	CFA Year 2 Allocation	Total Maximum ¹ CFA Allocation
Baker County District Attorney's Office	\$ 19,079.00	\$ 19,079.00	\$38,158.00
Benton County District Attorney's Office	\$ 59,704.00	\$ 59,704.00	\$119,408.00
City of Albany	\$ 25,187.00	\$ 25,187.00	\$50,374.00
City of Beaverton	\$ 35,442.00	\$ 35,442.00	\$70,884.00
City of Eugene	\$ 56,952.00	\$ 56,952.00	\$113,904.00
Clackamas County District Attorney's Office	\$ 221,930.00	\$ 221,930.00	\$443,860.00
Clatsop County District Attorney's Office	\$ 37,022.00	\$ 37,022.00	\$74,044.00
Columbia County District Attorney's Office	\$ 36,173.00	\$ 36,173.00	\$72,346.00
Coos County District Attorney's Office	\$ 50,480.00	\$ 50,480.00	\$100,960.00
Crook County District Attorney's Office	\$ 24,490.00	\$ 24,490.00	\$48,980.00
Curry County District Attorney's Office	\$ 24,485.00	\$ 24,485.00	\$48,970.00
Deschutes County District Attorney's Office	\$ 112,198.00	\$ 112,198.00	\$224,396.00
Douglas County District Attorney's Office	\$ 78,726.00	\$ 78,726.00	\$157,452.00
Gilliam County District Attorney's Office	\$ 12,696.00	\$ 12,696.00	\$25,392.00
Grant County District Attorney's Office	\$ 14,975.00	\$ 14,975.00	\$29,950.00
Harney County District Attorney's Office	\$ 15,701.00	\$ 15,701.00	\$31,402.00
Hood River County District Attorney's Office	\$ 31,790.00	\$ 31,790.00	\$63,580.00
Jackson County District Attorney's Office	\$ 153,997.00	\$ 153,997.00	\$307,994.00
Jefferson County District Attorney's Office	\$ 23,445.00	\$ 23,445.00	\$46,890.00
Josephine County District Attorney's Office	\$ 57,254.00	\$ 57,254.00	\$114,508.00
Klamath County District Attorney's Office	\$ 49,838.00	\$ 49,838.00	\$99,676.00
Lake County District Attorney's Office	\$ 15,005.00	\$ 15,005.00	\$30,010.00
Lane County District Attorney's Office	\$ 235,766.00	\$ 235,766.00	\$471,532.00
Lincoln County District Attorney's Office	\$ 41,197.00	\$ 41,197.00	\$82,394.00
Linn County District Attorney's Office	\$ 89,202.00	\$ 89,202.00	\$178,404.00
Malheur County District Attorney's Office	\$ 34,986.00	\$ 34,986.00	\$69,972.00
Marion County District Attorney's Office	\$ 199,118.00	\$ 199,118.00	\$398,236.00
Morrow County District Attorney's Office	\$ 17,504.00	\$ 17,504.00	\$35,008.00
Multnomah County District Attorney's Office	\$ 488,174.00	\$ 488,174.00	\$976,348.00
Polk County District Attorney's Office	\$ 57,250.00	\$ 57,250.00	\$114,500.00
Sherman County District Attorney's Office	\$ 12,863.00	\$ 12,863.00	\$25,726.00
Tillamook County District Attorney's Office	\$ 25,223.00	\$ 25,223.00	\$50,446.00
Umatilla County District Attorney's Office	\$ 63,783.00	\$ 63,783.00	\$127,566.00
Union County District Attorney's Office	\$ 35,151.00	\$ 35,151.00	\$70,302.00
Wallowa County District Attorney's Office	\$ 14,693.00	\$ 14,693.00	\$29,386.00
Wasco County District Attorney's Office	\$ 27,260.00	\$ 27,260.00	\$54,520.00
Washington County District Attorney's Office	\$ 309,966.00	\$ 309,966.00	\$619,932.00
Wheeler County District Attorney's Office	\$ 12,244.00	\$ 12,244.00	\$24,488.00
Yamhill County District Attorney's Office	\$ 63,666.00	\$ 63,666.00	\$127,332.00
Total	\$ 2,884,615.00	\$ 2,884,615.00	\$5,769,230.00

¹ *Grantees may apply for up to the amounts listed. Electing not to apply for the full allocation will not impact future funding.*

