



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
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February 27, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Grant Agreement JR-19-003-01 between Clackamas County Community Corrections and Sub-Recipient Northwest Family for Community-Based Victim Services

Purpose/Outcome	This Agreement will provide funding through Justice Reinvestment for community-based victim services programs.
Dollar Amount and Fiscal Impact	\$101,508.00
Funding Source	Criminal Justice Commission
Duration	July 1, 2019-December 31, 2021
Previous Board Action/Review	Biennial approval.
Strategic Plan Alignment	Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities
Counsel Review	02/13/2020
Contact Person	Captain Malcolm McDonald, Director, Community Corrections – 503-655-8717

BACKGROUND: Justice Reinvestment dedicates 10% for victim services programs. Northwest Family Services will use this funding to provide 1.0 Domestic Violence Advocate to provide services for clients of Casa Esperanza, the only culturally specific women’s and children’s domestic violence shelter in Clackamas County.

This grant was awarded in December with funds received in January. The Agreement specifies that the funds will be available for eligible costs beginning on the Project Start date of July 1, 2019 and ending on December 31, 2021.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves Grant Agreement JR-19-003-01 between Clackamas County and Northwest Family Services to provide community-based victim services programs.

Respectfully submitted,

Captain Malcom McDonald
Director, Community Corrections

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT JR-19-003-01	
Program Name: Justice Reinvestment Victim's 10% - Northwest Family Services Program/Project Number: 06222-01	
This Agreement is between <u>Clackamas County, Oregon</u> , acting by and through its Community Corrections (COUNTY) and <u>Northwest Family Services</u> (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Nora Jones	Program Manager: Nora Jones
Clackamas County Community Corrections 1024 Main Street Oregon City, OR 97045 503-655-8780 norajon@clackamas.us	Clackamas County Community Corrections 1024 Main Street Oregon City, OR 97045 503-655-8780 norajon@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Missy Wryn, Finance Manager	Program Representative: Rose Fuller, Executive Director
Northwest Family Services 6200 SE King Rd. Portland, OR 97222 503-546-6377 accounts@nwfs.org	Northwest Family Services 6200 SE King Rd. Portland, OR 97222 503-546-6377 rfuller@nwfs.org
FEIN: 93-0841022	

RECITALS

1. Clackamas County, through the Justice Reinvestment Grant Program, has a need for services in the community **that target marginalized and underserved populations in the community**; solve **access barriers** such as, but not limited to: language, literacy, disability, transportation, and cultural practices; **increase capacity for areas where services are difficult to access**, limited, or nonexistent; and to **provide trauma-informed interventions and services**.
2. Culturally specific emergency sheltering services are largely non-existent. In addition, unique challenges exist in finding safe temporary housing for Spanish-language women with limited or no English-language skills. Without access to safe shelter, frequently these families are basically homeless or forced to live in unstable and unsafe arrangements, often returning to their abusive homes and situations. Casa Esperanza – House of Hope - Women and Children's Domestic Violence Shelter was established to address the trauma of poly-victimizations, and multiple inequities of female Latina survivors; and, to instill a sense of hope and trust in their futures. The goal of Casa Esperanza is to comprehensively prepare Latina women who are victims of crime to be self-sufficient so that they can raise their children free from further trauma, re-victimization, fear and harm. As members of an historically under-served population, Latinas and their children, as victims of multiple crimes including domestic violence, exhibit a high level of need for comprehensive, intensively focused services and are offered multiple services during their stay at Casa Esperanza. Services are

provided by bi-cultural, bi-lingual staff, CASA services, provided primarily in Spanish-language, include short and long-term safety planning and advocacy; case management; mental health crisis intervention, information and referral; therapeutic crime victims support groups; health care coordination, navigation, assistance with establishing a medical home; opportunity for sustainable economic stability, resume and job search coaching and securing employment; assistance in navigating multiple systems; and, transition to stable and affordable housing for low income Latina women and their children who are fleeing an intolerable domestic violence situation and have no other means of support and resources. NWFS extends its comprehensive array of effective services and programs to Casa Esperanza residents to incorporate an integrated, holistic approach to victimization with the understanding that many of the families served have often experienced multi-generational, childhood-adulthood, physical and emotional violence, abuse and neglect as well as the other social and economic determinants of physical and emotion wellness. Also as a culturally specific shelter, our women are able to build community and support each other as appropriate. For example, they often share culturally specific healthy meals together or participate in exercise and educational classes offered by NWFS.

3. Justice Reinvestment Funding increases the capacity of this project in order to provide comprehensive services. PROGRAM OUTCOMES: 85% of eligible shelter participants will obtain or maintain TANF, SSI, SNAP, or other public benefits and/or employment, child care, spousal support; 100% of eligible shelter adult participants and their minor children, if not already enrolled in OHP, will be assisted in OHP enrollment and/or establishing a medical home at a federally qualified health clinic (FQHC) which serves the under- and uninsured; 85% of shelter participants will report that they have a safety plan and know of new options on how to stay safe; 85% of support group participants will report they know more about domestic violence and available resources and how to access them; and, 85% of shelter participants will exit into safe and stable housing. PROGRAM EVALUATION METHOD: An English/Spanish languages Client Feedback Survey is administered to shelter clients periodically and just prior to exiting the program. Progress on Outcomes/Measurements (cited above), Staffing Goal, and results of the Client Feedback Survey are tracked, recorded and reported to funders on a quarterly basis.
4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBSUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and SUBSUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2019** and not later than **December 31, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Criminal Justice Commission, Justice Reinvestment Program Grant Agreement that is the source of the grant funding,

in addition to compliance with the statutory requirements stated in OAR 213-060-0010 to OAR 213-060-0140, the authorizing statute for the State of Oregon's Justice Reinvestment Program.

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Criminal Justice Commission Justice Reinvestment Grant Program #JR-19-003** issued to the COUNTY by the State of Oregon, Criminal Justice Commission. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$101,508**. This is a cost reimbursement grant and disbursements will be made in accordance with requirements contained in **Exhibit D – Required Financial Reporting, Exhibit D-1-Request for Reimbursement and Exhibit B – Subrecipient Program Budget**. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
7. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles ("GAAP") or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
 - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.

- d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with COUNTY's grant award #JR-19-003.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. All reports must be submitted on SUBRECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- h) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- i) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, the Criminal Justice Commission, the State of Oregon, the Secretary of the State of Oregon, and their duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- j) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date December 31, 2021, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- k) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable

requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.

- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement. SUBRECIPIENT shall comply with the terms of the Grant Management Handbook available at oregon.gov/cjc/about/Documents/19-21CJCGrantsManagementHandbook.pdf and incorporated herein by reference.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

11. State Procurement Standards

- a) County's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Local Contract Review Board ("LCRB") regulations (Appendix C of Clackamas County Code, located at <http://www.clackamas.us/code/>), which are incorporated by reference herein. [IF STATE FUNDED, PASS THROUGH APPLICABLE STATE CONTRACTING RULES, PER YOUR GRANT AWARD.]
- b) Procurements for goods and services under this award shall use processes as outlined below:

\$0-\$5,000	Direct procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes, award on best value
\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quotes or other appropriate form of solicitation, award on best value
+\$150,000	Formal	Formal solicitation process following written procurement policies

- c) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements are excluded from this provision.
- d) SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. SUBRECIPIENT shall follow chapter 244 of the Oregon Government Ethics Law relating to conflicts of interest. Contractors that develop or draft specifications, requirements, statements of work, and/or solicitations for proposals for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

- e) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.

12. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY, its officers, officials and agents, and CJC, its officers, employees and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY and CJC assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control. SUBRECIPIENT nor any attorney of SUBRECIPIENT shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines SUBRECIPIENT is prohibited from defending State or that SUBRECIPIENT is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interest of the State to do so. The State of Oregon reserves all rights to pursue claims it may have against SUBRECIPIENT if State elects to assume its own defense.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence and annual aggregate limit shall not be less than \$2,000,000 for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence and annual aggregate limit shall not be less than \$4,000,000 for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers'

compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$500,000.

- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the "State of Oregon, CJC, and their officers, employees and agents" but only with respect to SUBRECIPIENT's activities under this agreement.
 - 6) **Tail Coverage.** If any of the required insurance is on a "claims made" basis and does not include an extended reporting period of at least 24 months, the subgrantee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) SUBRECIPIENT's completion and COUNTY's acceptance of all work required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement.
 - 7) **Notice of Change or Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to COUNTY and CJC. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
 - 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 11) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
 - 12) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of

COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.

- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

(CLACKAMAS COUNTY, OREGON)

AGREED as of the Effective Date.

CLACKAMAS COUNTY

CLACKAMAS WOMEN'S SERVICES

By: _____
Jim Bernard, Chair

By: Rose Fuller
Rose Fuller, Executive Director

Dated: _____

Dated: 2/13/2020

By: _____
Recording Secretary

Dated: _____

Approved to Form

By: _____
County Counsel

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Performance Reporting
- Attachment A: Justice Reinvestment Grant, Victims 10% Annual Progress Reporting

EXHIBIT A STATEMENT OF PROGRAM OBJECTIVES

GOAL

Northwest Family Services will provide temporary housing/shelter for women and children who experience intimate partner violence or are otherwise victims of crime in shelter. The shelter, located in Clackamas County, Casa Esperanza, provides culturally specific emergency sheltering services which largely non-existent in the State. Also unique challenges exist in finding safe temporary housing for Spanish-language women with limited or no English-language skills.

OBJECTIVES

85% of eligible shelter participants will obtain or maintain TANF, SSI, SNAP, or other public benefits and/or employment, child care, spousal support; 100% of eligible shelter adult participants and their minor children, if not already enrolled in OHP, will be assisted in OHP enrollment and/or establishing a medical home at a federally qualified health clinic (FQHC) which serves the under- and uninsured; 85% of shelter participants will report that they have a safety plan and know of new options on how to stay safe; 85% of support group participants will report they know more about domestic violence and available resources and how to access them; and, 85% of shelter participants will exit into safe and stable housing.

ACTIVITIES

1. A minimum of 30 women, and any accompanying children, will receive safe shelter and advocacy from staff trained to provide domestic violence advocacy annually. A safety plan will be established.
2. The women, as possible, will be connected to resources such as SNAP, TANF, food banks, and mental health supports as needed.
3. The women will be assisted in parenting skills, employment opportunities, and supportive housing so that when they leave Casa Esperanza they are self-sufficient.

**EXHIBIT B
 PROGRAM BUDGET**

Applicant Agency: Northwest Family Services (NWFS)
Proposed Service: Culturally Specific Women and Children's Domestic and Sexual Violence Shelter (Casa Esperanza)

BUDGET CATEGORY	PROPOSED BUDGET	
	Year 1	Year 2
Personnel	\$36,000	\$36,000
Fringe	\$8,640	\$8,640
Indirect (10%)	\$4,614	\$4,614
Utilities	\$1,200	\$1,200
Supplies	\$0	\$0
Communication	\$300	\$300
Total:	\$50,754	\$50,754

Budget Narrative

Casa Esperanza has been managed by Northwest Family Services (NWFS) since July 1, 2018. At the time, when NWFS took over management, it was underfunded with minimal oversight and only 2 staff. NWFS has been working to procure stable funding with a focus on having sustainable and as close to possible 24/7 trained staff. We were able to employ 35 advocates and a shelter manager this year, but we need ongoing funding for a 1.0 FTE. Expanding services was another key area. The following services are now present at Casa Esperanza: safe emergency shelter, crisis counseling, court and medical accompaniment, safety planning, assistance obtaining protective orders, support group services, applying for benefits, assistance returning to school, finding living wage jobs, finding safe and affordable housing, family support services, prevention classes, and other victim advocacy services. For those who move out and are living in Clackamas County we provide after-care support if needed as many of the women have not had the opportunity to manage their own or their children's self-sufficiency or address the aftermath of domestic and sexual violence. We are securing additional funding for another advocate and already incorporate trained volunteers. The salary and fringe is consistent with NWFS salary structure for similar positions.

We are requesting \$1,200 for utilities as that is one of the larger expenses housing so many people. The largest group we had during one period was 17 women and children. The communication cost covers the telephone cost for the 1.0 FTE. Administration is the 10 percent de minimis that covers insurance, audit, payroll, IT, HR, and other administration expenses.

EXHIBIT C PERFORMANCE REPORTING

PERFORMANCE REPORTING SCHEDULE

The Justice Reinvestment Act Funds will require **annual** reporting to be submitted to Clackamas County Community Corrections by July 20, 2020 for Quarters 1-4 and July 20, 2021 for Quarters 5-8. Community Corrections will provide the reports to the Criminal Justice Commission through their online grant website.

PERFORMANCE REPORTING REQUIREMENTS

A brief report (two-page maximum) is to be provided annually regarding services to victims with the 10% funding. See **Attachment A**, Justice Reinvestment Grant, Victims 10% Annual Progress Reporting flyer from the Criminal Justice Commission website describing the criteria to be addressed in your annual report.

Attachment A

Justice Reinvestment Grant Victims 10% Annual Progress Reporting

As part of the Justice Reinvestment grant monitoring process, each victim services provider has been asked to respond, in narrative form, to an Annual Progress Report. This Progress Report asks the provider to detail how they are using grant funds to meet specific criteria.

Here is a more detailed description of the criteria and examples of how a provider may respond:

Meeting the needs of the marginalized and underserved

Identify the targeted underserved population and detail how the organization is using grant funds to reach that population. *Ex:*

Outreach efforts target and serve homeless victims of crime, wherever they are, recognizing that those individuals may not feel comfortable or welcome approaching a brick-and-mortar service location.

Addressing access barriers

Barriers come in many different forms and can keep individuals from accessing badly needed services. Responses may include a description of a specific barrier and how the provider is working to remove it. *Ex: Hiring a Russian speaking clinician to address language and cultural barriers to better serve the growing Russian population in the service area.*

Increasing capacity where services are difficult to access, limited or non-existent

Geographic barriers can make it difficult for a provider to deliver the same level of service. This disadvantages those who are more isolated, particularly in rural communities. *Ex: Tele-counseling stations are may be located in libraries, probation offices and schools and offer immediate private access to victim services professionals – a benefit to rural locations that are historically cut off from services.*

Investing in trauma informed services

Trauma informed services stem from an organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all causes of trauma. *Ex: Engage in regular trainings and meetings around the provision of trauma-informed services allowing for modifications in the delivery of services to demonstrate an understanding of how a survivor might perceive what is happening.*

The Criminal Justice Commission recognizes that implementation is a process and can result in plan changes based on new information or circumstances. Victim service providers will be asked to describe any current or planned deviations from activities proposed in the original grant application.

Criteria

Criteria were developed to help guide how service providers targeted 10% funds. Each provider's application for funding was required to address all four criteria:

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

For more information, visit Oregon.gov/CJC/Victims

**COUNTY COUNSEL
DOCUMENT REVIEW - TRANSMITTAL FORM**

DATE: 02/13/2020

TO COUNTY COUNSEL ATTORNEY: Jeff Munns

FROM: Nora Jones

EXTENSION: 8780 DEPARTMENT/DIVISION: Community Corrections

BILL TO 219 1310 00 431420

TYPE OF DOCUMENTS: Local Subrecipient Grant Agreement

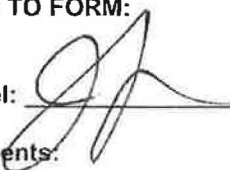
NAME OF DOCUMENTS: JR-19-003-01

REQUESTED RETURN DATE: 02/18/2020

Requestor Comments: Justice Reinvestment Victim's 10% subrecipient grant agreement - NWFS

=====

APPROVED AS TO FORM:

County Counsel:  _____

Date: 2-13-2020

Counsel Comments: _____



CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

Capt. Malcolm McDonald
 Director

February 27, 2020

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Grant Agreement JR-19-003-02 between Clackamas County Community
 Corrections and Sub-Recipient
Clackamas Women’s Services for Community-Based Victim Services

Purpose/Outcome	This Agreement will provide funding through Justice Reinvestment for community-based victim services programs.
Dollar Amount and Fiscal Impact	\$111,433.00
Funding Source	Criminal Justice Commission
Duration	July 1, 2019-December 31, 2021
Previous Board Action/Review	Biennial approval.
Strategic Plan Alignment	Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities
Counsel Review	02/12/2020
Contact Person	Captain Malcolm McDonald, Director, Community Corrections – 503-655-8717

BACKGROUND: Justice Reinvestment dedicates 10% for victim services programs. Clackamas Women’s Services will use this funding to support 1.0 FTE Latina Services Advocate. The Advocate will provide culturally specific victim services for the Latinx population, with specialization in polyvictimization. Polyvictimization is the collective impact of trauma and victimization on an individual. The position is housed at the Family Justice Center and will provide mobile services to meet the unique needs including understanding the collective experience of (or exposure to) multiple types of violence that may have occurred in different settings and involved different factors, perpetrators and points in one’s lifespan. .

This grant was awarded in December with funds received in January. The Agreement specifies that the funds will be available for eligible costs beginning on the Project Start date of July 1, 2019 and ending on December 31, 2021.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves Grant Agreement JR-19-003-02 between Clackamas County and Clackamas Women’s Servies to provide community-based victim services programs.

Respectfully submitted,

Captain Malcom McDonald
 Director, Community Corrections

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT JR-19-003-02	
Program Name: Justice Reinvestment Victim's 10% -Clackamas Women's Services Program/Project Number: 06222-02	
This Agreement is between <u>Clackamas County, Oregon</u> , acting by and through its Community Corrections (COUNTY) and <u>Clackamas Women's Services</u> (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Nora Jones	Program Manager: Nora Jones
Clackamas County Community Corrections 1024 Main Street Oregon City, OR 97045 503-655-8780 norajon@clackamas.us	Clackamas County Community Corrections 1024 Main Street Oregon City, OR 97045 503-655-8780 norajon@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Carla Batcheller	Program Representative: Melissa Erlbaum
Clackamas Women's Services 256 Warner Mile Rd. Oregon City, OR 97045 503-655-8600 carlab@cwsor.org	Clackamas Women's Services 256 Warner Mile Rd. Oregon City, OR 97045 503-655-8600 melissae@cwsor.org
FEIN: 93-0900119	

RECITALS

1. Clackamas County, through the Justice Reinvestment Grant Program, has a need for services in the community that **target marginalized and underserved populations in the community; solve access barriers** such as, but not limited to: language, literacy, disability, transportation, and cultural practices; **increase capacity for areas where services are difficult to access, limited, or nonexistent; and to provide trauma-informed interventions and services.**
2. Justice Reinvestment (JRI) funds will be used to support core Clackamas Women's Services (SUBRECIPIENT) services at A Safe Place Family Justice Center (ASP-FJC) by funding 1.0 FTE mobile Latina Services Advocate to provide culturally specific victim services for the Latinx population.
3. Funding will support a SUBRECIPIENT ASP-FJC Advocate who will provide mobile services to connect the Latinx community, providing support and services to meet the needs of victims with few access point to these supportive services. The Advocate will be able to communicate with in the shared language and background, face to face, and in comfortable and accessible locations. The Advocate will be able to identify needs and provide a pathway to have those needs met in a culturally responsive approach to provide trauma-informed interventions and services.
4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and SUBSUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2019** and not later than **December 31, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Criminal Justice Commission, Justice Reinvestment Program Grant Agreement that is the source of the grant funding, in addition to compliance with the statutory requirements stated in OAR 213-060-0010 to OAR 213-060-0140, the authorizing statute for the State of Oregon's Justice Reinvestment Program..
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Criminal Justice Commission Justice Reinvestment Grant Program #JR-19-003** issued to the COUNTY by the State of Oregon, Criminal Justice Commission. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$111,433**. This is a cost reimbursement grant and disbursements will be made in accordance with requirements contained in **Exhibit D – Required Financial Reporting, Exhibit D-1-Request for Reimbursement and Exhibit B – Subrecipient Program Budget**. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. .
7. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for

future support for the activity contracted herein except as set forth in this agreement.

9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
- a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles ("GAAP") or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
 - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
 - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with COUNTY's grant award #JR-19-003.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
 - f) **Match.** Matching funds are not required for this Agreement.
 - g) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. All reports must be submitted on SUBRECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
 - h) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
 - i) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, the Criminal Justice Commission, the State of Oregon, the Secretary of the State of Oregon, and their duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
 - j) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date December 31, 2021, or such longer

period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- k) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement. SUBRECIPIENT shall comply with the terms of the Grant Management Handbook available at oregon.gov/cic/about/Documents/19-21C.JCGrantsManagementHandbook.pdf and incorporated herein by reference.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

11. State Procurement Standards

- a) County's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Local Contract Review Board ("LCRB") regulations (Appendix C of Clackamas County Code, located at <http://www.clackamas.us/code/>), which are incorporated by reference herein. [IF STATE FUNDED, PASS THROUGH APPLICABLE STATE CONTRACTING RULES, PER YOUR GRANT AWARD.]
- b) Procurements for goods and services under this award shall use processes as outlined below:

\$0-\$5,000	Direct procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes, award on best value

\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quotes or other appropriate form of solicitation, award on best value
+\$150,000	Formal	Formal solicitation process following written procurement policies

- c) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements are excluded from this provision.
- d) SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. SUBRECIPIENT shall follow chapter 244 of the Oregon Government Ethics Law relating to conflicts of interest. Contractors that develop or draft specifications, requirements, statements of work, and/or solicitations for proposals for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- e) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.

12. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY, its officers, officials and agents, and CJC, its officers, employees and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY and CJC assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control. SUBRECIPIENT nor any attorney of SUBRECIPIENT shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines SUBRECIPIENT is prohibited from defending State or that SUBRECIPIENT is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interest of the State to do so. The State of Oregon reserves all rights to pursue claims it may have against SUBRECIPIENT if State elects to assume its own defense.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence and annual aggregate limit shall not be less than \$2,000,000 for the protection of COUNTY, its officers,

commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence and annual aggregate limit shall not be less than \$4,000,000 for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$500,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the "State of Oregon, CJC, and their officers, employees and agents" but only with respect to SUBRECIPIENT's activities under this agreement.
- 6) **Tail Coverage.** If any of the required insurance is on a "claims made" basis and does not include an extended reporting period of at least 24 months, the subgrantee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) SUBRECIPIENT's completion and COUNTY's acceptance of all work required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement.
- 7) **Notice of Change or Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to COUNTY and CJC. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
- 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 11) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
 - 12) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
 - d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
 - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
 - f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
 - g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
 - h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
 - i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.

- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

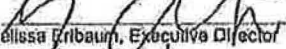
(CLACKAMAS COUNTY, OREGON)

AGREED as of the Effective Date.

CLACKAMAS COUNTY

CLACKAMAS WOMEN'S SERVICES

By: _____
Jim Bernard, Chair

By: 
Melissa Tribaun, Executive Director

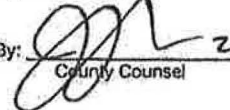
Dated: _____

Dated: 2/7/20

By: _____
Recording Secretary

Dated: _____

Approved to Form

By:  2-12-2020
County Counsel

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Performance Reporting
- Attachment A: Justice Reinvestment Grant, Victims 10% Annual Progress Reporting

EXHIBIT A
STATEMENT OF PROGRAM OBJECTIVES

GOAL

This project will enhance the provision of linguistically and culturally responsive services to victims through the CWS Latina Services initiative.

OBJECTIVES

Funding will support 1.0 FTE mobile Latina Services Advocate to provide culturally specific victim services for the Latinx population, with specialized expertise in polyvictimization. Polyvictimization is the collective impact of trauma and victimization on an individual. The position is housed at ASP-FJC and will provide mobile services to meet the unique needs of victims. This includes understanding the collective experience of (or exposure to) multiple types of violence that may have occurred in different settings and involved different factors, perpetrators and points in one's lifespan.

ACTIVITIES

Ensuring a trauma informed framework, services are voluntary and participants determine their own goals, with case managers and counselors offering support in achieving those goals. In order to help participants make informed decisions, our advocates speak in great depth about the array of supports available from SUBRECIPIENT and the larger community — all while maintaining non-judgmental support, unconditional positive regard, and transparent and honest communication. Whichever services a participant accesses is entirely up to them, and remain flexible to meet their changing needs, desires, and situation as their family stabilizes, ranging in length from crisis management intervention to long-term/on-going support. This includes a broad range of voluntary services, including ongoing advocacy and safety planning; access to emergency shelter; assistance filing Orders of Protection; accompaniment to appointments such as court hearings or medical visits; financial empowerment supports; and access to individual and group counseling offered at ASP-FJC, including Trauma Recovery Empowerment Model ("TREM") support groups, psychoeducational groups, Love and Life groups for teen girls, Abuse in Later Life groups, and parenting groups.

**EXHIBIT B
 PROGRAM BUDGET**

Applicant Agency: Clackamas Women's Services (CWS)
 Proposed Service: Latina Services Advocacy

BUDGET CATEGORY	PROPOSED BUDGET	
	Year 1	Year 2
Personnel	<u>\$39,000</u>	<u>\$40,170</u>
Fringe	<u>\$10,513</u>	<u>\$10,692</u>
Administration	<u>\$4,997</u>	<u>\$5,133</u>
Rent/Utilities	<u>\$0</u>	<u>\$0</u>
Supplies	<u>\$0</u>	<u>\$0</u>
Equipment	<u>\$0</u>	<u>\$0</u>
Travel/Training	<u>\$464</u>	<u>\$464</u>
Total:	<u>\$54,974</u>	<u>\$56,459</u>

Budget Narrative

Provide detailed information about each line item listed above:

Personnel cost include 1.0 FTE Latina Services Advocate at the annual salary rate. The second year includes a standard 3% COLA increase.

Fringe:

- Payroll Taxes at 10% of salary
- Health Insurance \$4,000 annual per FTE
- Dental Insurance \$400 annual per FTE
- Disability and Life Insurance \$130 annual per FTE
- Workers Compensation at 2.34% of salary
- Retirement Contribution at 3% of salary
- Calculations at 100% FTE

Travel and Training: Funds are included to provide mobile services. Cost are estimated based on current service delivery patterns and utilizes the federal mileage reimbursement rate. 800 miles x .58cents= \$464.

Administrative costs includes activities such as purchasing, budgeting, payroll, accounting, and staff services.

Grant funds are leveraged with \$40,000 from other resources supporting occupancy, supplies, training, equipment and direct client assistance funds.

EXHIBIT C

PERFORMANCE REPORTING

PERFORMANCE REPORTING SCHEDULE

The Justice Reinvestment Act Funds will require annual reporting to be submitted to Clackamas County Community Corrections by July 20, 2020 for Quarters 1-4 and July 20, 2021 for Quarters 5-8. Community Corrections will provide the reports to the Criminal Justice Commission through their online grant website.

PERFORMANCE REPORTING REQUIREMENTS

A brief report (two-page maximum) is to be provided annually regarding services to victims with the 10% funding. See **Attachment A**, Justice Reinvestment Grant, Victims 10% Annual Progress Reporting flyer from the Criminal Justice Commission website describing the criteria to be addressed in your annual report.

Attachment A

Justice Reinvestment Grant Victims 10% Annual Progress Reporting

As part of the Justice Reinvestment grant monitoring process, each victim services provider has been asked to respond, in narrative form, to an **Annual Progress Report**. This Progress Report asks the provider to detail how they are using grant funds to meet specific criteria.

Here is a more detailed description of the criteria and examples of how a provider may respond:

Meeting the needs of the marginalized and underserved

Identify the targeted underserved population and detail how the organization is using grant funds to reach that population. *Ex: Outreach efforts target and serve homeless victims of crime, wherever they are, recognizing that those individuals may not feel comfortable or welcome approaching a brick-and-mortar service location.*

Addressing access barriers

Barriers come in many different forms and can keep individuals from accessing badly needed services. Responses may include a description of a specific barrier and how the provider is **working to remove it**. *Ex: Hiring a Russian speaking clinician to address language and cultural barriers to better serve the growing Russian population in the service area.*

Increasing capacity where services are difficult to access, limited or non-existent

Geographic barriers can make it difficult for a provider to deliver the same level of service. This disadvantages those who are more isolated, particularly in rural communities. *Ex: Tele-counseling stations are may be located in libraries, probation offices and schools and offer immediate private access to victim services professionals – a benefit to rural locations that are historically cut off from services.*

Investing in trauma informed services

Trauma informed services stem from an organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all causes of trauma. *Ex: Engage in regular trainings and meetings around the provision of trauma-informed services allowing for modifications in the delivery of services to demonstrate an understanding of how a survivor might perceive what is happening.*

The Criminal Justice Commission recognizes that implementation is a process and can result in plan changes based on new information or circumstances. Victim service providers will be asked to describe any current or planned deviations from activities proposed in the original grant application.

Criteria

•••

Criteria were developed to help guide how service providers targeted 10% funds. Each provider's application for funding was required to address all four criteria:

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

For more information, visit Oregon.gov/CJC/Victims

**COUNTY COUNSEL
DOCUMENT REVIEW - TRANSMITTAL FORM**

DATE: 02/6/2020

TO COUNTY COUNSEL ATTORNEY: Jeff Munns

FROM: Nora Jones

EXTENSION: 8780 DEPARTMENT/DIVISION: Community Corrections

BILL TO 219 1310 00 431420

TYPE OF DOCUMENTS: Local Subrecipient Grant Agreement

NAME OF DOCUMENTS: JR-19-003-01

REQUESTED RETURN DATE: 02/11/2020

Requestor Comments: Justice Reinvestment Victim's 10% subrecipient grant agreement - CWS

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APPROVED AS TO FORM

County Counsel:  _____

Date: 2-12-2020 _____

Counsel Comments: _____



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

February 27, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Grant Agreement JR-19-003-03 between Clackamas County Community Corrections and Sub-Recipient
CASA of Clackamas County for Community-Based Victim Services

Purpose/Outcome	This Agreement will provide funding through Justice Reinvestment for community-based victim services programs.
Dollar Amount and Fiscal Impact	\$21,765.00
Funding Source	Criminal Justice Commission
Duration	July 1, 2019-December 31, 2021
Previous Board Action/Review	No previous action.
Strategic Plan Alignment	Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities
Counsel Review	02/12/2020
Contact Person	Captain Malcolm McDonald, Director, Community Corrections – 503-655-8717

BACKGROUND: Justice Reinvestment dedicates 10% for victim services programs. CASA of Clackamas County will use this funding to support 0.08 Recruitment and Training Manger to provide training for new Court Appointed Special Advocates, Peer Coordinators, and Fostering Futures volunteers. Funding will also support 0.04 Program Director, and 0.01 Executive Director to provide supervision, management and outreach for the program.

This grant was awarded in December with funds received in January. The Agreement specifies that the funds will be available for eligible costs beginning on the Project Start date of July 1, 2019 and ending on December 31, 2021.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves Grant Agreement JR-19-003-03 between Clackamas County and Clackamas Women’s Servies to provide community-based victim services programs.

Respectfully submitted,

Captain Malcom McDonald
Director, Community Corrections

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT JR-19-003-03	
Program Name: Justice Reinvestment Victim's 10% - Court Appointed Special Advocates for Foster Children – CASA of Clackamas County Program/Project Number: 06222-03	
This Agreement is between <u>Clackamas County, Oregon</u> , acting by and through its Community Corrections (COUNTY) and <u>CASA of Clackamas County</u> (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Nora Jones	Program Manager: Nora Jones
Clackamas County Community Corrections 1024 Main Street Oregon City, OR 97045 503-655-8780 norajon@clackamas.us	Clackamas County Community Corrections 1024 Main Street Oregon City, OR 97045 503-655-8780 norajon@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Miriam Levitt	Program Representative: Robin Christian
Accounting Services for Nonprofits, LLC 2303 N Randolph Ave, Suite 7 Portland, OR 97227 503-233-3100 mlevitt@easystreet.net	CASA of Clackamas County 421 High St, #108 Oregon City, OR 97045 503-723-0521 rchristian@casa-cc.org
FEIN: 93-1105205	

RECITALS

1. Clackamas County, through the Justice Reinvestment Grant Program, has a need for services in the community **that target marginalized and underserved populations in the community; solve access barriers** such as, but not limited to: language, literacy, disability, transportation, and cultural practices; **increase capacity for areas where services are difficult to access**, limited, or nonexistent; and to **provide trauma-informed interventions and services**.
2. Children in the foster care system are predominantly victims of crime due, but they lack a functional parent or effective family safety net. SUBRECIPIENT will provide Court Appointed Special Advocates (CASAs) to effectively and economically help foster children who are victims of crime receive needed services, transition into permanent homes, and—for teens—transition to adulthood. Services will include advocacy in the courts, at school, in the medical system, and with the Department of Human Services; identification of the needs, strengths, and goals of the child; and support to reach meet those needs and goals.
3. Grant funding will be used to train and support CASA advocates. The CASAs will provide advocacy and support for foster children who are victims of neglect, physical abuse, sexual abuse, abandonment, and/or other crimes. SUBRECIPIENT has demonstrated capacity, currently serving 300-400 children per year. Currently, SUBRECIPIENT has a wait list of over 50 children who are waiting for legally-mandated CASA representation. This project is designed to reduce or eliminate the

wait list. SUBRECIPIENT maintains rigorous program standards which are assessed annually through National Standards for Local CASA Programs. SUBRECIPIENT additionally conducts regular program assessments and case reviews for continuous improvement. SUBRECIPIENT is the only organization authorized to provide CASA services in Clackamas County.

4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBSUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and SUBSUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by COUNTY relating to the project incurred no earlier than July 1, 2019 and not later than December 31, 2021, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Criminal Justice Commission, Justice Reinvestment Program Grant Agreement that is the source of the grant funding, in addition to compliance with the statutory requirements stated in OAR 213-060-0010 to OAR 213-060-0140, the authorizing statute for the State of Oregon's Justice Reinvestment Program..
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Criminal Justice Commission Justice Reinvestment Grant Program #JR-19-003** issued to the COUNTY by the State of Oregon, Criminal Justice Commission. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$21,765**. This is a cost reimbursement grant and disbursements will be made in accordance with requirements contained in **Exhibit D – Required Financial Reporting, Exhibit D-1-Request for Reimbursement and Exhibit B – Subrecipient Program Budget**. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. .
7. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to

finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles ("GAAP") or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
 - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
 - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with COUNTY's grant award #JR-19-003.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
 - f) **Match.** Matching funds are not required for this Agreement.
 - g) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. All reports must be submitted on SUBRECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
 - h) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
 - i) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, the Criminal Justice Commission, the State of Oregon, the Secretary of the State of Oregon, and their duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and

make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.

- j) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date December 31, 2021, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- k) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement. SUBRECIPIENT shall comply with the terms of the Grant Management Handbook available at oregon.gov/clc/about/Documents/19-21CJCGrantsManagementHandbook.pdf and incorporated herein by reference.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

11. State Procurement Standards

- a) County's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Local Contract Review Board ("LCRB") regulations (Appendix C of Clackamas County Code, located at <http://www.clackamas.us/code/>), which are incorporated by reference herein. [IF STATE FUNDED, PASS THROUGH APPLICABLE STATE CONTRACTING RULES, PER YOUR GRANT AWARD.]
- b) Procurements for goods and services under this award shall use processes as outlined below:

\$0-\$5,000	Direct procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes, award on best value
\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quotes or other appropriate form of solicitation, award on best value
+\$150,000	Formal	Formal solicitation process following written procurement policies

- c) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements are excluded from this provision.
- d) SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. SUBRECIPIENT shall follow chapter 244 of the Oregon Government Ethics Law relating to conflicts of interest. Contractors that develop or draft specifications, requirements, statements of work, and/or solicitations for proposals for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- e) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.

12. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY, its officers, officials and agents, and CJC, its officers, employees and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY and CJC assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control. SUBRECIPIENT nor any attorney of SUBRECIPIENT shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines SUBRECIPIENT is prohibited from defending State or that SUBRECIPIENT is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interest of the State to do so. The State of Oregon reserves all rights to pursue claims it may have against SUBRECIPIENT if State elects to assume its own defense.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence and annual aggregate limit shall not be less than \$2,000,000 for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence and annual aggregate limit shall not be less than \$4,000,000 for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$500,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the "State of Oregon, CJC, and their officers, employees and agents" but only with respect to SUBRECIPIENT's activities under this agreement.
- 6) **Tail Coverage.** If any of the required insurance is on a "claims made" basis and does not include an extended reporting period of at least 24 months, the subgrantee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) SUBRECIPIENT's completion and COUNTY's acceptance of all work required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement.
- 7) **Notice of Change or Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to COUNTY and CJC. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.

- 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 11) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
 - 12) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
 - d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
 - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
 - f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
 - g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
 - h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.

- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

(CLACKAMAS COUNTY, OREGON)

AGREED as of the Effective Date.

CLACKAMAS COUNTY

By: _____
Jim Bernard, Chair

Dated: _____

By: _____
Recording Secretary

Dated: _____

CASA of CLACKAMAS COUNTY

By: Robin Christian
Robin Christian, Executive Director

Dated: 01-09-2020

Approved to Form

By: [Signature] 2-12-2020
County Counsel

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Performance Reporting
- Attachment A: Justice Reinvestment Grant, Victims 10% Annual Progress Reporting

EXHIBIT A
STATEMENT OF PROGRAM OBJECTIVES

GOAL

Children in the foster care system are perhaps one of the most marginalized, at-risk populations: minors who have experienced trauma and lack a functional parent or effective family safety net. Unfortunately, "the families most likely to be involved in the child protective services system are poor, minority, and often single-parent families who live in low-income neighborhoods," according to the U.S. Department of Health & Human Services.

The children served by CASA of Clackamas County (CASACC) are predominantly victims of crime. Oregon children enter foster care for a variety of reasons including neglect (66%), physical abuse (16%), sexual abuse (5.4%), or abandonment (4.4%) which are all crimes in Oregon. Most youth served by CASACC additionally suffer from domestic violence, drug and alcohol abuse, and/or mental health issues on the part of the parent. Ninety-nine percent of the children we serve are eligible for indigent defense, and 17.5% youth of color.

~~CASACC will provide Court Appointed Special Advocates (CASAs) to effectively and economically help foster children receive needed services and transition into permanent homes. CASAs advocate on behalf of foster children in the courts, at school, in the medical system, and with the Department of Human Services. They serve as a constant, caring adult. Through the Fostering Futures program, CASAs additionally help teens in danger of aging out of the foster system without placement in a permanent home to transition to adulthood~~

Foster children with CASAs score better on nine protective factors including positive attitude toward the future, valuing achievement, and ability to work with others. At school, they are more likely to pass all courses, less likely to have poor conduct, and less likely to be expelled. The children and their families receive significantly more services (e.g. medical care, counseling, educational support). Children with a CASA are five times less likely to return to foster care.

OBJECTIVES

CASACC will increase the number of Clackamas County foster children served with Court Appointed Special Advocates (CASAs) and enhance the quality of service through the following

Annual objectives:

- Host 11 CASA 101 training orientations (required prior to comprehensive training).
- Provide three seasonal rotations of 37.5-hour CASA training classes. These include 32 hours of classroom training, 4.5 hours of court observation, and 1 hour of training by a judge on courtroom protocol. Upon completion, CASAs are officially sworn-in by a judge.
- Help 36 community citizens complete training and become CASA volunteer advocates. These CASAs will serve 54–72 children per year*.
- Train 4 new peer coordinators to provide volunteer mentorship.
- Train 8 CASAs in our nine-hour Fostering Futures teen transition curriculum.
- Provide CASA services to 300-350 Clackamas County foster children**
- Present annual CASA volunteer appreciation celebration.

* Our data shows an average of two children per year per CASA with an average service period of two years

** Number of children served varies with the number placed in foster care and the number of siblings.

ACTIVITIES

See objectives, above.

**EXHIBIT B
 PROGRAM BUDGET**

Applicant Agency: CASA of CLACKAMAS COUNTY
 Proposed Service: CASA Training and Support

BUDGET CATEGORY	PROPOSED BUDGET	PROPOSED BUDGET
	Year 1	Year 2
Personnel	\$6,914	\$6,914
Fringe	\$1,728	\$1,729
Rent/Utilities	\$1,251	\$1,251
Indirect (10%)	\$989	\$989
Total:	\$10,882	\$10,883

Budget Narrative

Provide detailed information about each line item listed above:

Personnel:

- **Recruitment And Training Manager:** 0.08 FTE @ \$46,362/yr plus 25% fringe and 3% COLA in year two. Provide training for new CASAs, Peer Coordinators, and Fostering Futures volunteers. Bimonthly support for peer coordinators.
- **Program Director:** 0.04 FTE @ \$57,594/yr plus 25% fringe and 3% COLA in year two. Conduct outreach. Assign CASAs. Supervise Training Manager.
- **Executive Director:** 0.01 FTE @ \$79,867/yr plus 25% fringe and 3% COLA in year two. Conduct outreach. Supervise staff, manage project and reporting.

Rent: Conference Room use for training for 8 week trainings, 3x/year. \$172.25 per month in year one. \$140.50 per month in year two with \$31.75 per month paid with other funds.

Administrative expense: Allocated at 10%.

EXHIBIT C
PERFORMANCE REPORTING

PERFORMANCE REPORTING SCHEDULE

The Justice Reinvestment Act Funds will require annual reporting to be submitted to Clackamas County Community Corrections by July 20, 2020 for Quarters 1-4 and July 20, 2021 for Quarters 5-8. Community Corrections will provide the reports to the Criminal Justice Commission through their online grant website.

PERFORMANCE REPORTING REQUIREMENTS

A brief report (two-page maximum) is to be provided annually regarding services to victims with the 10% funding. See **Attachment A, Justice Reinvestment Grant, Victims 10% Annual Progress Reporting flyer** from the Criminal Justice Commission website describing the criteria to be addressed in your annual report.

Attachment A

Justice Reinvestment Grant Victims 10% Annual Progress Reporting

As part of the Justice Reinvestment grant monitoring process, each victim services provider has been asked to respond, in narrative form, to an **Annual Progress Report**. This Progress Report asks the provider to detail how they are using grant funds to meet specific criteria.

Here is a more detailed description of the criteria and examples of how a provider may respond:

Meeting the needs of the marginalized and underserved

Identify the targeted underserved population and detail how the organization is using grant funds to reach that population. *Ex: Outreach efforts target and serve homeless victims of crime, wherever they are, recognizing that those individuals may not feel comfortable or welcome approaching a brick-and-mortar service location.*

Addressing access barriers

Barriers come in many different forms and can keep individuals from accessing badly needed services. Responses may include a description of a specific barrier and how the provider is working to remove it. *Ex: Hiring a Russian speaking clinician to address language and cultural barriers to better serve the growing Russian population in the service area.*

Increasing capacity where services are difficult to access, limited or non-existent

Geographic barriers can make it difficult for a provider to deliver the same level of service. This disadvantages those who are more isolated, particularly in rural communities. *Ex: Tele-counseling stations are may be located in libraries, probation offices and schools and offer immediate private access to victim services professionals – a benefit to rural locations that are historically cut off from services.*

Investing in trauma informed services

Trauma informed services stem from an organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all causes of trauma. *Ex: Engage in regular trainings and meetings around the provision of trauma-informed services allowing for modifications in the delivery of services to demonstrate an understanding of how a survivor might perceive what is happening.*

The Criminal Justice Commission recognizes that implementation is a process and can result in plan changes based on new information or circumstances. Victim service providers will be asked to describe any current or planned deviations from activities proposed in the original grant application.

Criteria

•••

Criteria were developed to help guide how service providers targeted 10% funds. Each provider's application for funding was required to address all four criteria:

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

**COUNTY COUNSEL
DOCUMENT REVIEW - TRANSMITTAL FORM**

DATE: 02/6/2020

TO COUNTY COUNSEL ATTORNEY: Jeff Munns

FROM: Nora Jones

EXTENSION: 8780 **DEPARTMENT/DIVISION:** Community Corrections

BILL TO 219 1310 00 431420

TYPE OF DOCUMENTS: Local Subrecipient Grant Agreement

NAME OF DOCUMENTS: JR-19-003-03

REQUESTED RETURN DATE: 02/11/2020

Requestor Comments: Justice Reinvestment Victim's 10% subrecipient grant agreement - CASA

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APPROVED AS TO FORM:

County Counsel: _____

Date: _____

2-12-2020

Counsel Comments:
