



John D. Wentworth, Clackamas County District Attorney

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April 25, 2024

Board of County Commissioner
Clackamas County

BCC Agenda Date/Item: _____

Approval of Local Subrecipient Grant Agreement with The Children's Center of Clackamas County for child abuse referral services. Total value is \$1,116,000 for two years. Funding through the Oregon Department of Justice. No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues 04/23/2024		
Performance Clackamas	Ensure safe, healthy, and secure communities for children.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Bob Willson	Contact Phone	503-650-3011

BACKGROUND:

Since 2005, Clackamas County has received funding from the State of Oregon for Child Abuse Multi-Disciplinary Intervention (CAMI). These funds are directed by the Clackamas County MDT to the Children's Center, the County's designated medical provider for child abuse, who responds to all child abuse referrals from Clackamas County agencies, mandatory reporters, and families.

The Children's Center is a partner in Clackamas County's response to child abuse, intervention, prevention, and prosecution. The Children's Center provides complete medical assessments, including complete physical examinations and videotaped interviews by trained professionals, to children suspected to be victims of abuse or neglect. Children are referred to the Children's Center from law enforcement agencies, child protective workers, parents, teachers, doctors, and others concerned for the welfare of the child. The Children's Center also provides law enforcement and prosecution with necessary information to proceed with prosecution and ensures that staff will be available to appear in judicial proceedings. The Children's Center also provides mental health crisis intervention and referral, support, education, and case management for families in Clackamas County struggling with issues of abuse or neglect.

RECOMMENDATION:

I respectfully recommend that the Board approve the attached 2023-2025 Subrecipient Grant agreement between Clackamas County, acting by and through its District Attorney's Office and The Children's Center of Clackamas County as submitted.

Respectfully submitted,

John D. Wentworth
District Attorney

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CAMI-RSP-2023-ClackamasCo-00002	
Program Name: Clackamas County CAMI MDT Program Number: 240401-240424401-01	
This Agreement is between Clackamas County , Oregon, acting by and through its District Attorney's Office ("COUNTY"), and The Children's Center of Clackamas County ("SUBRECIPIENT"), an Oregon Nonprofit Corporation.	
Clackamas County Data	
Grant Accountant: <i>Marne Anderson</i>	Program Manager: Scott Healy
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5418 MAnderson@clackamas.us	Clackamas County District Attorney 807 Main Street, Rm 7 Oregon City, OR 97045 (503) 655-8431 ScottHea@clackamas.us
Subrecipient Data	
Finance/Fiscal Representative: <i>Leslie Everson, Finance Director</i>	Program Representative: <i>Amy Hatton</i>
The Children's Center 1713 Penn Lane Oregon City, OR 97045 (503) 655-7725 leslie@childrenscenter.cc	The Children's Center 1713 Penn Lane Oregon City, OR 97045 (503) 655-7725 amyhatton@childrenscenter.cc
FEIN: 75-3027143	

RECITALS

- Oregon law (ORS 418.746-418.796) requires that every county utilize a multidisciplinary approach to child abuse intervention. In 1989, the law specified that every county create a multidisciplinary team ("MDT") that is coordinated through each county's District Attorney's office. The legislature recognized then, as it does still today, that identifying and responding to child abuse is complicated and thus requires complex collaboration and consistent teamwork to address child abuse situations adequately.

In 1993, the Oregon Legislature established the Child Abuse Multidisciplinary Intervention ("CAMI") Program. The CAMI Program provides funding to counties for the development and ongoing support of community child abuse intervention centers (ORS 418.790 through 418.792), and for the development and maintenance of child abuse multidisciplinary teams (ORS 418.746 through 418.747). CAMI Program grant funds come from the Criminal Fines and Assessment

Account Public Safety Fund ("CFAA"). CFAA funds come from fines assessed on persons convicted of a crime, violation, or infraction by justice, municipal, district, circuit, and juvenile courts.

2. The SUBRECIPIENT is a partner in COUNTY's response to child abuse, intervention, prevention, and prosecution. SUBRECIPIENT provides complete medical assessments, including complete physical examinations and videotaped interviews by trained professionals, to children suspected of being victims of abuse or neglect. Children are referred to the SUBRECIPIENT from law enforcement agencies, child protective workers, parents, teachers, doctors, and others concerned for the welfare of the child. SUBRECIPIENT also provides law enforcement and prosecution with necessary information to proceed with prosecution and ensures that staff will be available to appear in judicial proceedings. SUBRECIPIENT also provides mental health crisis intervention and referral, support, education, and case management for families in Clackamas County struggling with issues of abuse or neglect.
3. COUNTY received \$1,162,158.36 from the State of Oregon for fiscal years 23-25 for Child Abuse Multi-Disciplinary Intervention (CAMI). Of these funds, \$1,116,000 are directed by the Clackamas County CAMI MDT to the SUBRECIPIENT, the county's designated medical provider for child abuse, who responds to all child abuse referrals from Clackamas County agencies, mandatory reporters, and families. This amount will be for two fiscal years and applied to The Children's Center Services (\$976,000), Healthy Boundaries & Behaviors (HBB) (\$60,000), and CAMI/MDT Facilitator (\$80,000).

This Grant Agreement ("Agreement") regarding financial assistance sets forth the terms and conditions pursuant to which the SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on June 30, 2025, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **July 1, 2023**, and expiring **June 30, 2025**, subject to additional restrictions set forth below and to the exhibits attached hereto, and 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 Exhibit A: Subrecipient Statement of Program Objectives & Performance Reporting, attached hereto and incorporated by this reference herein. SUBRECIPIENT agrees to carry out the Program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in Exhibit A.
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 perform all activities and programs in with the requirements of the Oregon Department of Justice's 2023-2025 State Child Abuse Multidisciplinary Intervention (CAMI) Intergovernmental Grant Agreement that is the source of the grant funding, in addition to compliance with the statutory requirements stated in ORS 418.746, and other required information in Exhibits A-J which are attached to and made a part of this agreement by this reference. SUBRECIPIENT shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable local or State agency providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State other funding requirements.

4. **Grant Funds.** COUNTY's funding for this Agreement is the CAMI-MDT-2023-ClackamasCo.DAVAPc-00002 issued to COUNTY by the State of Oregon, Department of Justice through their CAMI program. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$1,116,000**. This is a mixed fixed price grant for the MDT Coordinator role and cost reimbursement grant for the main program (see Exhibits A, B, and C). The award is conditional, and disbursements will be made in accordance with the schedule and requirements contained in Required Financial Reporting and Payment Request. Failure to comply with the terms of this Agreement may result in County pursuing any right or remedy available to it at law, in equity, or under this Agreement. Funds advanced and unspent must be returned to COUNTY within 30 days of the end of termination period in Section 1 if award conditions are not met.

4.1. **State Funds: \$1,116,000** in state funds are provided by the State of Oregon, Department of Justice through their CAMI program.

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 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 executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term as follows:
- a. At COUNTY's discretion, upon thirty (30) days' advance written notice to SUBRECIPIENT;
 - b. Immediately upon written notice to SUBRECIPIENT if SUBRECIPIENT fails to comply with any term of this Agreement;
 - c. At any time upon mutual agreement by COUNTY and SUBRECIPIENT;
 - d. Immediately upon written notice provided to the SUBRECIPIENT that COUNTY has determined funds are no longer available for this purpose;
 - e. Immediately upon written notice provided to SUBRECIPIENT that COUNTY lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement;
 - f. Immediately upon written notice to SUBRECIPIENT if SUBRECIPIENT is in default under this Agreement.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances shall remain with COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
- a. Has already accrued hereunder.
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund 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 sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment to future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.

10. 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.

SUBRECIPIENT shall follow the same policies and procedures used for procurement from any other state or federal funds. Unless less restrictive than detailed below, SUBRECIPIENT shall use its own procurement procedures and regulations, provided that the procurement procedures and regulations conform to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.327.

- 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 the 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 must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. 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. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to the 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.

11. **No Duplicate Payment.** SUBRECIPIENT may use other funds in addition to the grant funds to complete the Program; provided, however, SUBRECIPIENT may not credit or pay any grant funds for Program costs that are paid for with other funds and would result in duplicate funding.

12. **Non-supplanting.** SUBRECIPIENT must ensure funds provided in this Agreement are used to supplement and not supplant moneys budgeted or received from any other source for the same activities.

13. **General Agreement Provisions.**

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.

- b) **Indemnification**

- i. **Indemnification of COUNTY.** SUBRECIPIENT agrees to indemnify, defend, and hold COUNTY, and its elected officials, 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 (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents, or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT's acts or omissions in performing under this Agreement including, but not limited to, any claim by State or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- ii. **Indemnification of State.** SUBRECIPIENT shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the gross negligence or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

- c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior 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 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, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between COUNTY and SUBRECIPIENT that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. SUBRECIPIENT, by execution of this Agreement, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 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.
- l) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- m) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws is deemed inoperative to that extent.
- n) **Survival.** All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 3, 7, 13 (a), (b), (d), (f), (g), (i), (j), (k), (m), and (n), and all other rights and obligations which by their context are intended to survive.

14. Agreement Documents.

This Agreement consists of the following documents, which are attached and incorporated by reference herein:

- Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Required Financial Reporting and Payment Request
- Exhibit D: General Administrative Requirements and Terms & Conditions [use template]
- Exhibit E: SUBRECIPIENT Insurance Requirements [use template]
- Exhibit I: State of Oregon, Department of Justice, CAMI-MDT funding source agreement
- Exhibit J: Grant Handbook

In the event of a conflict between the terms of any exhibits to this Agreement, interpretations shall be based on the following order of precedence:

- This Agreement
- Exhibit D
- Exhibit E
- Exhibit A
- Exhibit C
- Exhibit B
- Exhibit I
- Exhibit J

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Clackamas County

The Children's Center of Clackamas County

By: _____

By: Karen Paul

Its: _____

Its: Executive Director

Dated: _____

Dated: 4/8/2024

Approved to Form

By: [Signature]
County Counsel

Dated: 04/08/2024

EXHIBIT A
SUBRECIPIENT SCOPE OF WORK AND PERFORMANCE REPORTING

PROGRAM NAME: Clackamas County CAMI MDT 240401-240424401-01	CAMI-RSP-2023-ClackamasCo-00002
SUBRECIPIENT: THE CHILDREN'S CENTER	

Program Objectives

Main Program:

The Children's Center of Clackamas County's program is comprised of the following:

Children's Center is a medical evaluation center for children suspected to be victims of abuse or neglect. Children are referred to the Center from law enforcement agencies, child protective workers, parents, teachers, doctors, and others concerned for the welfare of a child.

Forensic Medical Assessments

Comprehensive head-to-toe exam to determine and document a child's health and safety by Medical Examiners trained in diagnosing child abuse and neglect. Medical exams provided for children identified under Karly's Law. Oregon state law requires investigative agencies to seek a medical evaluation within 48 hours for children who are found to have suspicious physical injuries. Drug screening for children endangered by exposure to drug use, distribution, or manufacturing. Screenings include urinalysis and hair testing.

Forensic Interviewing Services

Videotaped forensic interviews with Child Interviewers specially trained to talk to children of all ages and developmental levels. Child Interviewers work with the Medical Examiners as part of the medical evaluation.

Family Support

Support, referrals, education, and case management for families in Clackamas County struggling with issues of abuse or neglect. These services are offered to non-offending family members of children receiving evaluations at Children's Center as well as families in the community.

Community Outreach & Education

Training, presentations, and resources for local professional and community groups.

Medical Record Reviews

Review medical records and make recommendations for treatment or follow-up in cases of medical neglect, medical child abuse, and Karly's Law.

Non-Offending Caregiver Support Groups

Support groups for non-offending caregivers of children who have been sexually abused.

Response to Inappropriately Sexualized Kids ("Healthy Boundaries & Behaviors") Outreach

HBB was established by the Clackamas County Multi-Disciplinary Team to provide support, education, resources, and intervention to children under the age of 12 who are demonstrating sexually inappropriate behavior. The goal is to address the behaviors before they escalate and/or to prevent juvenile justice involvement.

Coordinator Program:

SUBRECIPIENT shall provide administrative services as the Clackamas County Multidisciplinary Team ("MDT") Coordinator. The MDT is representative of all agencies and law enforcement working in the area of child abuse. This project is funded by the State of Oregon Child Abuse Multi-Disciplinary Intervention (CAMI) Grant.

Primary Tasks Include:

- Staffing MDT meetings and assisting in developing agendas; assist in developing budgets, financial reports, writing grant proposals to the State Office of Services to Children and Families and other agencies.
- The CAMI MDT Coordinator is responsible for coordination with other MDT members.

Specific Tasks:

- Responsible for attending MDT meetings, developing agendas, taking minutes, and distributing information, etc.
- Assist in developing budget for review by MDT, performs fiscal record keeping, monitors expenditures, and prepares financial reports.
- Assists in development and coordination of training activities for MDT. Training may include but is not limited to direct training for MDT members, coordination of community training on mandatory reporting and purchase of training resources for team members and key community partners.
- Attending all MDT sub-committee meetings and assisting sub-committees with follow-through in fulfilling goals and objectives.
- Monitor child abuse legislation.
- Assist in developing protocols and procedures for MDT.
- Makes travel arrangements for members attending training.
- Coordinates/Facilitates the HBB committee (Healthy Boundaries & Behaviors).
- Assists with grant proposals and reports for MDT and CAT Unit.
- Develops an evaluation system and tracks MDT progress for reporting to the state and/or other funders.
- Responsible for organizing quarterly Child Fatality Review committee meetings and reporting the committee's decisions and statistics to the National Child Fatality website.

Clackamas County commitment entails:

Oregon law (ORS 418.746-418.796) requires that every county utilize the MDT that is coordinated through each county's District Attorney's office. (Exhibit J - Grant Handbook, page 5)

The Clackamas County District Attorney's Office will manage CAMI funds¹ and assign a first assistance district attorney ("DDA") to chair the MDT. The DDA will ensure that local support is maintained, and conflicts are resolved appropriately. He or she will be responsible for ensuring that protocols are in place and MDT partner agencies adhere to the protocols to the greatest extent possible. (Exhibit J - Grant Handbook, pages 30-32).

¹ Spending authority remains with the MDT and is strictly tied to the agreed grant budget. (Exhibit J - Grant Handbook, page 15)

Performance Standards

Children’s Center Goals, Objectives, Outcomes

1. **Goal:** Provide high quality and comprehensive medical assessments and support services for Clackamas County children suspected to be victims of abuse as part of a coordinated response from Clackamas County’s MDT partners.

A. Objectives	B. Activities	C. Target Outputs	D. Output Number	E. Outcomes
1. Solicit feedback from patients and families	Administer satisfaction surveys to families served	90% of families are satisfied with services		
2. Solicit feedback from MDT partners	Administer satisfaction surveys to partners who attend evaluations	90% of partners are satisfied with overall services		
3. Staff providing services to families will be well trained	Provide opportunities to staff to access relevant training	90% of staff providing services to families will attend relevant trainings		

2. Goal: HBB Outreach

Provide a coordinated approach to child abuse assessment and intervention that will be conducted efficiently and professionally with a focus on the safety of children to and to provide follow-up services and outreach for children, families, and other community agencies.

A. Objectives	B. Activities	C. Target Outputs	D. Output Number	E. Outcomes
1. Provide outreach, intervention and follow-up to HBB referrals	Initiate contact with families and provide education, support & referrals.	Provide outreach and resources to approx.50 families.		
2. Provide outreach, resources and education to local school districts, day care providers, etc.	Initiate or follow-up on school requests or identified agencies in need of training or resources	Provide 2-5 outreach training / resources to school districts, day care providers, law enforcement or other mandatory reporters.		
3. Coordinate with HBB Team members in providing services to families.	Attending all monthly HBB meetings. Coordinate with community agencies as needed.	Monthly reports of status / outcomes of cases referred to HBB Outreach. Quarterly reports documenting number of contacts, type of referral & outcomes.		

Performance Reporting Schedule

1. The Recipient must submit a Performance Report to the MDT Coordinator, two times per year. The Coordinator then submits the report to the State two times per year. COUNTY is copied on all reporting submission to the State. Reports will be due no later than 15 days after the end of the six-month reporting period:

January 15, 2024 (or following award execution), for the time frame 7/01/23 – 12/31/23

July 15, 2024, for the time frame 1/01/24 – 6/30/24

January 15, 2025, for the time frame 7/01/24 – 12/31/24

July 15, 2025, for the time frame 1/01/25 – 6/30/25

(a) Statistical report to include:

a) Number of children referred and seen for medical assessments.

b) Number of children referred and seen for advocacy services (protective, intervention, prevention)

c) Number of children referred and seen for treatment services (protective, intervention, prevention)

(b) *Progress Report to include:*

a) Goals, objectives, and outcomes

2. The Recipient must submit an Annual Final Performance Report no later than July 15, 2024, and July 15, 2025.

All reports must be submitted in a format like the example below. The reports may be provided electronically. Reports must contain a discussion on each of the following:

- A comparison of actual accomplishments to the outputs / outcomes established in the Program description above for the period. The Final Performance Report should cover the entire program period.
- The reasons established outputs/outcomes were not met.
- Other pertinent information on the progress of the Project.

In addition to the Annual Performance Reports, the Recipient must notify Clackamas County Project Officer of developments that have a significant impact on the grant supported activities. The Recipient must inform Clackamas County Project Officer as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

EXHIBIT B
SUBRECIPIENT PROGRAM BUDGET

PROGRAM NAME: Clackamas County CAMI MDT 240401-240424401-01	CAMI-RSP-2023-ClackamasCo-00002
SUBRECIPIENT: THE CHILDREN'S CENTER	

EXHIBIT B: SUBRECIPIENT BUDGET			
Organization:	The Children's Center		
Funded Program Name:	Clackamas County CAMI MDT		
Program Contact:	Amy Hatton		
Agreement Term:	July 1, 2023 - June 30, 2025		
	Approved Award Amount	Approved Award Amount	Approved Award Amount
Approved Award Budget Categories	07/01/23 - 06/30/24	07/01/24 - 06/30/25	Total
Personnel			
MDT Coordinator Salary and Fringe	\$ 40,000.00	\$ 40,000.00	\$ 80,000.00
HBB Salary and Fringe	\$ 30,000.00	\$ 30,000.00	\$ 60,000.00
Total Personnel Services	\$ 70,000.00	\$ 70,000.00	\$ 140,000.00
Contractual Services	\$ 488,000.00	\$ 488,000.00	\$ 976,000.00
Total Programmatic Costs	\$ 488,000.00	\$ 488,000.00	\$ 976,000.00
Total Grant Costs	\$ 558,000.00	\$ 558,000.00	\$ 1,116,000.00

EXHIBIT C
REQUEST FOR REIMBURSEMENT

Grant disbursements will be made in equal, quarterly installments for the following periods:

October 2023 for period ending July 1, 2023 – September 30, 2023
January 2024 for period ending October 1, 2023 – December 31, 2023
April 2024 for period ending January 1, 2024 – March 31, 2024
July 2024 for period ending April 1, 2024 – June 30, 2024
October 2024 for period ending July 1, 2024 – September 30, 2024
January 2025 for period ending October 1, 2024 – December 31, 2024
April 2025 for period ending January 1, 2025 – March 31, 2025
July 2025 for period ending April 1, 2025 – June 30, 2025

SUBRECIPIENT will submit an invoice for reimbursement by the 15th of the month following the period end. The final invoice (April-June 2025) should be received by COUNTY by July 15th, 2025.

Invoice for main program will be based on cost-reimbursement for actual allowable expenditures incurred and include a profit and loss or other report supporting program expenses for the reporting period.

Invoice for MDT coordinator role will include quarterly reimbursement request for flat fee of \$10,000 per quarter. Invoice reporting should include a total of hours worked for each day during the reimbursement period.

EXHIBIT D
General Administrative Requirements and Terms & Conditions

1. Status

a) COUNTY has determined:

Entity is a non-federal subrecipient Entity is a contractor Not applicable

2. Administrative Requirements. SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** SUBRECIPIENT shall 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) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.
- d) **Cost Principles.** SUBRECIPIENT shall only use grant funds for eligible costs set forth in Exhibit A. Costs disallowed by the funding agency listed in the body of this Agreement shall be the liability of the SUBRECIPIENT.
- e) **Period of Availability.** SUBRECIPIENT may charge for the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in Exhibit B: Subrecipient Program Budget. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** SUBRECIPIENT voluntarily foregoes indirect cost recovery on this award.
- i) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit C: Required Financial Reporting and Payment Request.

- j) **Performance Reporting.** SUBRECIPIENT shall comply with reporting requirements as specified in Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting.
- k) **Financial Reporting.** Upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit C: Required Financial Reporting and Payment Request on a quarterly basis.
- l) **Closeout.** COUNTY will close out this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial, performance, and other reports as required by the terms and conditions of Oregon Department of Justice CAMI-MDT-2023-ClackamasCo.DAVAP-00002 and/or COUNTY, no later than 15 calendar days after the end date of this Agreement.
- m) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring. COUNTY, Oregon Department of Justice, and their duly authorized representatives shall have access to such financial 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 and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- n) **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 from the end of program date, or such longer period as may be required by the State of Oregon or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- o) **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Clackamas County CAMI MDT - Oregon Department of Justice award number CAMI-MDT-2023-ClackamasCo.DAVAP-00002 that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.

3. Default

- a) **Subrecipient's Default.** SUBRECIPIENT will be in default under this Agreement upon the occurrence of the following:
 - a. SUBRECIPIENT fails to use the grant funds for eligible purposes described in Exhibit A;
 - b. Any representation, warranty or statement made by SUBRECIPIENT in this Agreement or in any documents or reports relied upon by COUNTY to measure the Program, the expenditure of grant funds or the performance by SUBRECIPIENT is untrue in any material respect when made.
 - c. After thirty (30) days' written notice with an opportunity to cure, SUBRECIPIENT fails to comply with any term or condition set forth in this Agreement.
 - d. A petition, proceeding, or case is filed by or against SUBRECIPIENT under federal or state bankruptcy, insolvency, receivership, or other law.
- b) **County's Default.** COUNTY will be in default under this Agreement if, after thirty (30) days' notice and opportunity to cure, COUNTY fails to perform a material obligation under this

Agreement provided, however, that failure to disburse grant funds due to lack of appropriation shall not constitute a default of COUNTY.

4. Remedies

- a) **County's Remedies.** In the event of SUBRECIPIENT's default, COUNTY may, at its option, pursue any or all remedies available to it under this Agreement, at law, or in equity including, but not limited to: (1) withholding SUBRECIPIENT grant funds until compliance is met; (2) reclaiming grant funds in the case of omissions or misrepresentations in financial or programmatic reporting; (3) requiring repayment of any funds used by SUBRECIPIENT in violation of this Agreement; (4) termination of this Agreement; (5) declaring SUBRECIPIENT ineligible for receipt of future awards from COUNTY; (6) initiation of an action or proceeding for damages, declaratory, or injunctive relief.
- b) **Subrecipient's Remedies:** In the event COUNTY is in default, and whether or not SUBRECIPIENT elects to terminate this Agreement, SUBRECIPIENT's sole remedy for COUNTY's default, subject to the limits of applicable law or in this Agreement, is reimbursement for eligible costs incurred in accordance with this Agreement, less any claims COUNTY may have against SUBRECIPIENT. In no event will COUNTY be liable to SUBRECIPIENT for expenses related to termination of this Agreement or for any indirect, incidental, consequential or special damages.

5. Compliance with Confidentiality Laws.

SUBRECIPIENT may, in the course of the Program, be exposed to or acquire information that is protected under applicable law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), the regulations governing disclosure of substance use disorder information under 42 C.F.R. Part 2, and state law regarding the protection of personal information, as defined by ORS 646A.602. SUBRECIPIENT shall comply with all applicable local, state, or federal laws regarding the confidentiality of protected information.

6. 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, "Equal Employment Opportunity" 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.
- b) **Compliance With Applicable Law.** SUBRECIPIENT shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- c) **Conflict Resolution.** If potential, actual, or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to this Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the Program. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with

all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- d) **Confidential Information.** SUBRECIPIENT acknowledges that it and its employees and agents may, while performing their obligations under this Agreement, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "Personal Information" is defined in ORS 646A.602(11)). SUBRECIPIENT agrees to hold any and all information that it is required by law or that the County marks as "Confidential" to be held in confidence ("Confidential Information"), using at least the same degree of care that SUBRECIPIENT uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Agreement, or as may be permitted under applicable law, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information and to follow all applicable federal, state, and local regulations regarding privacy and obligations of confidentiality.
- e) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT's written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

7. **Dispute Resolution.**

The parties will attempt in good faith to informally resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator to resolve the dispute short of litigation. Each party will bear its own costs incurred for any mediation or non-binding arbitration.

EXHIBIT E
SUBRECIPIENT INSURANCE REQUIREMENTS

During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

1) **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.

2) **Commercial General Liability.**

Required by COUNTY NOT Required by COUNTY

SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, 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 the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

3) **Commercial Automobile Liability.**

Required by COUNTY NOT Required by COUNTY

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 per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement,

4) **Professional Liability.**

Required by COUNTY NOT Required by COUNTY

SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per claim/\$2,000,000 annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, elected officials 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. If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Subrecipient shall provide Continuous Claims Made coverage.

5) **Abuse and Molestation Clause.**

Required by COUNTY NOT Required by COUNTY

As part of the Commercial General Liability policy, SUBRECIPIENT shall obtain Abuse and Molestation coverage in a form and with coverage satisfactory to COUNTY covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom SUBRECIPIENT is responsible including but not limited to SUBRECIPIENT and SUBRECIPIENT's employees and volunteers. Policy endorsement's definition of an insured shall include SUBRECIPIENT, and SUBRECIPIENT's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.

- 6) **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, elected officials, officers, and employees" and "State of Oregon, its officers, employees, and agents" as an additional insured with respect to SUBRECIPIENT's activities to be performed under this Agreement.
- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to the COUNTY. The 60 days' 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 doing 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. COUNTY and its, elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. 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.



EXHIBIT I
STATE OF OREGON, DEPARTMENT OF JUSTICE, CAMI-MDT FUNDING SOURCE
AGREEMENT

DEPARTMENT OF JUSTICE
CRIME VICTIM AND SURVIVOR SERVICES DIVISION

MEMORANDUM

DATE: July 1, 2023

TO: 2023-2025 Child Abuse Multidisciplinary Intervention
Grant Recipients

FROM: Robin Reimer, CAMI Fund Coordinator

Attached is your agency's 2023-2025 CAMI Grant Agreement. Please download the entire document and have your authorized official sign the following pages:

- The final page of the Grant Agreement.

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

Once the signed Grant Agreement has been uploaded in E-Grants, a copy of the Grant Agreement signed by both your authorized official and CVSSD Director Shannon Sivell will be uploaded into E-Grants

and the status of your application will be changed to "Grant Awarded." You will find the uploaded copy of your grant agreement under the "Agreement Upload" form on the Forms Menu of your application.

If you have any questions regarding this Agreement, please contact Robin Reimer at 503-507-4990.



DEPARTMENT OF JUSTICE

Crime Victim and Survivor Services Division

**2023-2025 STATE CHILD ABUSE MULTIDISCIPLINARY
INTERVENTION (CAMI)
GRANT AWARD COVER SHEET**

<p>1. Applicant Agency's Name and Address:</p> <p>Clackamas County, acting by and through its District Attorney's Office 807 Main Street Oregon City, OR 97045</p> <p>Contact Name: Amy Hatton Telephone: 5036557725 E-mail: amyhatton@childrenscenter.cc</p>	<p>2. Special Conditions:</p> <p>This grant project is approved subject to such conditions or limitations as set forth in the attached Grant Agreement.</p> <p>3. Statutory Authority for Grant:</p> <p>ORS 418.746</p>																					
<p>4. Award Number:</p> <p>CAMI-MDT-2023-ClackamasCo.DAVAP-00002</p>	<p>5. Award Date:</p> <p>July 1, 2023</p>																					
<p>6. Subrecipient UEI Number:</p> <p>93-6002286</p>	<p>7. Type of Recipient:</p> <p>DAVAP</p>																					
<p>8. Project Period:</p> <p>July 1, 2023 through June 30, 2025</p>	<p>9. Grant:</p> <table border="0"> <tr> <td>Allocation</td> <td>Amount</td> <td>(Grant):</td> </tr> <tr> <td></td> <td></td> <td>\$1,146,209.00</td> </tr> <tr> <td>Carryover in Addition Amount:</td> <td></td> <td>\$</td> </tr> <tr> <td>15,949.36</td> <td></td> <td></td> </tr> <tr> <td>Carryover in Offset Amount:</td> <td></td> <td>\$</td> </tr> <tr> <td>0.00</td> <td></td> <td></td> </tr> <tr> <td colspan="3">Budget (Allocation + Carryover in</td> </tr> </table>	Allocation	Amount	(Grant):			\$1,146,209.00	Carryover in Addition Amount:		\$	15,949.36			Carryover in Offset Amount:		\$	0.00			Budget (Allocation + Carryover in		
Allocation	Amount	(Grant):																				
		\$1,146,209.00																				
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15,949.36																						
Carryover in Offset Amount:		\$																				
0.00																						
Budget (Allocation + Carryover in																						

	<p>Addition) :</p> <p style="text-align: right;">\$1,162,158.36</p>
<p>10. Semi-Annual Progress Report Due Dates:</p> <p>January 31, 2024</p> <p>July 20, 2024</p> <p>January 31, 2025</p> <p style="padding-left: 40px;">July 20, 2025 (final)</p>	<p>11. Financial Reports Due Dates:</p> <p>October 31, 2023</p> <p>January 31, 2024</p> <p>April 30, 2024</p> <p>July 20, 2024</p> <p>October 31, 2024</p> <p style="padding-left: 40px;">January 31, 2025</p> <p>April 30, 2025</p> <p>July 20, 2025 (final)</p>
<p>This award is contingent upon the Subrecipient agreeing to the terms of award for the grant entitled "State Child Abuse Multidisciplinary Intervention (CAMI) Grant Request for Applications for Awards". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.</p>	

**OREGON DEPARTMENT OF JUSTICE
CHILD ABUSE MULTIDISCIPLINARY INTERVENTION ACCOUNT
INTERGOVERNMENTAL GRANT AGREEMENT
CAMI-MDT-2023-ClackamasCo.DAVAP-00002**

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

AND: Clackamas County, acting by and through its District Attorney's Office
(Subrecipient)

807 Main Street
Oregon City, OR 97045

PROJECT START DATE: July 1, 2023

GRANT AWARD PROVISIONS

**SECTION 1
LEGAL BASIS OF AWARD**

Section 1.01. Legal Basis of Award. Pursuant to ORS 418.746², DOJ CVSSD is authorized to enter into a grant agreement and to make an award, from funds received under the Child Abuse Multidisciplinary Intervention (CAMI) Account, to Subrecipient for the purposes set forth herein.

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

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

Section 1.04. Agreement Documents. This Agreement includes the following documents listed in descending order of precedence and incorporated into this Agreement: this Agreement (except Exhibits and documents incorporated herein), Exhibit A, and

- (a) The most current version of the CAMI Grant Management Handbook available at <https://www.doj.state.or.us/crime-victims/grant-funds-programs/child-abuse-multidisciplinary-intervention-cami-fund/>
- (b) 2023-2025 CAMI MDT Grant Request for Applications Application Instructions and any Amendments.
- (c) Subrecipient's CAMI MDT 2023-2025 Application.

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control.

Section 1.05. Source of Funds. Payment for the Project will be from the Child Abuse Multidisciplinary Intervention Account and monies allocated from the Oregon General Fund.

² 2019 Oregon Laws Ch. 141 (H.B. 2464 (2019 Regular Session)), amends ORS 418.746 and the related CAMI statutes. The amendments are operative January 1, 2020.

TERMS AND CONDITIONS

**SECTION 2
GRANT AWARD**

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, DOJ CVSSD shall provide Subrecipient with the maximum not-to-exceed amount of **\$1,146,209.00** (the "Grant") from the CAMI Fund to financially support and assist Subrecipient's implementation of the Subrecipient's CAMI Application incorporated herein by this reference and referred to as the "Project" provided however that DOJ CVSSD shall deduct from the amount of said Grant the amount of unexpended funds that exceeds ten percent (10%) of Subrecipient's 2021-23 grant allocation unless DOJ CVSSD gave Subrecipient specific approval to retain more than ten percent (10%) of the unexpended funds.

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

Section 2.03. Disbursement of Grant Funds. Subject to Sections 2.04, 2.05, and 2.06, DOJ CVSSD shall disburse the Grant funds to Subrecipient in eight equal payments.

(a) Additionally, Subrecipient may retain and expend in accordance with this Agreement, up to **\$15,949.36** of funds previously provided to Subrecipient in prior grant periods, which funds remained unexpended by Subrecipient on the date of this Agreement.

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

- (a) DOJ CVSSD has received sufficient state funds under CAMI to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (b) DOJ CVSSD has received sufficient funding appropriations, limitations, allotments, or other expenditure authorizations to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Subrecipient certifies it has obtained the required insurance coverage for the duration of this Agreement and acknowledges Subcontractor Insurance Requirements contained in Section 7.07 of this agreement;
- (d) If Subrecipient expends \$750,000 or more in federal funds from all sources Subrecipient has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F;
- (e) Subrecipient is current in all reporting requirements of all active or prior grants administered by DOJ CVSSD;
- (f) No default as described in Section 6.04 has occurred; and
- (g) Subrecipient's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though

made on the date of disbursement.

Section 2.05. Supplemental Grant Agreement Conditions. If Subrecipient fails to satisfy any of the following conditions, DOJ CVSSD may withhold disbursement:

Upload the fully executed contract with Clackamas County by three months from the date this grant agreement is fully executed.

Section 2.06. Grant Availability Termination. The availability of Grant funds under this Agreement and DOJ CVSSD's obligation to disburse Grant funds pursuant to Section 2.03 shall end on **June 30, 2025** (the "Availability Termination Date"). DOJ CVSSD will not disburse any Grant funds after the June 30, 2025, Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when DOJ CVSSD accepts Subrecipient's completed reports, as described in Section 5.05, or on **June 30, 2025**, whichever date occurs first, exclusive of financial and narrative reports which are due no later than 30 days after the Availability Termination Date. Agreement termination shall not extinguish or prejudice DOJ CVSSD's right to enforce this Agreement with respect to any default by Subrecipient that has not been cured.

SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Subrecipient's use of the Grant funds is limited to those expenditures necessary to implement the Project. All Grant funds must be for expenses that are eligible under applicable federal and State of Oregon law, and as described in OAR 137-082-021(10) and the most recent versions of the CAMI Guidance. If applicable, Subrecipient's expenditure of Grant funds must be in accordance with the CAMI Project Budget set forth in the Subrecipient's Application.

Section 3.02. Ineligible Uses of Grant Funds. Notwithstanding Section 3.01, Subrecipient shall not use the Grant funds (i) to retire any debt or to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement (ii) to replace funds previously allocated for child abuse intervention, or (iii) any other purpose not authorized by this Agreement. A detailed list of unallowable costs can be found in the most recent version of the CAMI Guidance.

Section 3.03.

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

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

SECTION 4

SUBRECIPIENT'S REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants to DOJ CVSSD that:

Section 4.01. Existence and Power. Subrecipient is a political subdivision of the State of Oregon organized and validly existing under the laws of the state of Oregon. Subrecipient has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Agreement, (ii) incur and perform its obligations under this Agreement, and (iii) receive financing, including the Grant Funds, for the Project.

Section 4.02. Authority, No Contravention. The making and performance by Subrecipient of this Agreement (a) has been duly authorized by all necessary action of Subrecipient, (b) does not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, any provision of Subrecipient's articles of incorporation or bylaws, or any provision of Subrecipient's charter or other organizational document and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties are bound or affected.

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

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

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

SECTION 5 SUBRECIPIENT'S AGREEMENTS

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

Section 5.02. Project Completion. Subrecipient shall complete the Project no later than the appropriate Availability Termination Date described in Section 2.06; however, if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04(a) and (b) are not satisfied, Subrecipient shall not be required to complete the Project.

Section 5.03. Civil Rights and Victim Services.

(a) Subrecipient shall comply with the following Oregon Department of Justice, Crime Victim and Survivor Services Division ("CVSSD") policies for addressing discrimination complaints:

(i) *Procedures for Responding to Discrimination Complaints from Employees*

of the Oregon Department of Justice, Crime Victim and Survivor Services Division's Subrecipients under U.S. Department of Justice Grant Programs, available under Policies on DOJ CVSSD's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>; and

(ii) *Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victim and Survivor Services Division and the Oregon Department of Justice, Crime Victim and Survivor Services Division Subrecipients* available under Policies on DOJ CVSSD's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.

(b) Subrecipient shall complete and certify completion of civil rights training as described under Training on DOJ CVSSD's Civil Rights Requirements web page available at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>. Subrecipient shall conduct periodic training for Subrecipient employees on the procedures set forth in the policies referenced in subsection (b) of this Section.

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

Section 5.04. Training Requirements. Subrecipient shall attend all appropriate DOJ CVSSD-sponsored training and fund-specific meetings unless specific written permission excusing attendance has been obtained from DOJ CVSSD.

Section 5.05. Reporting Requirements.

(a) Subrecipient shall submit the following reports:

(i) Quarterly Financial Reports. Subrecipient shall provide DOJ CVSSD with quarterly financial reports no later than 30 days after the end of the calendar quarters ending September 30, December 31, and March 31, and no later than July 20 for the calendar quarter ending June 30.

(ii) Semi-Annual Progress Reports. Subrecipient shall prepare and submit to DOJ CVSSD semi-annual progress reports on Subrecipient's child abuse intervention services activities no later than 30 days after the calendar quarter ending December 31 and no later than July 20 for the calendar quarter ending June 30.

Section 5.06. Procurement Standards. Subrecipient shall follow the same policies

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

Section 5.07. Nondisclosure of Confidential or Private Information. Subrecipient shall protect the confidentiality and privacy of persons receiving services.

(a) The term "personally identifying information", "individual information", or "personal information" means individually identifying information for or about an individual victim including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.

(b) Subrecipient may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.

(c) Subrecipient shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Subrecipient's programs, regardless of whether the information has been encoded, encrypted, hashed or otherwise protected. This applies to:

(i) Information requested for a Federal, State, tribal, or territorial grant program; and

(ii) Disclosure from the Subrecipient's organization, agency, or government, including victim and non-victim services divisions or components and

leadership of the organization, agency or government; and

(iii) Disclosure from victim services divisions or components of an organization, agency, or government to the leadership of the organization, agency, or government (e.g., executive director or chief executive). Such executive shall have access without releases only in extraordinary and rare circumstances. Such circumstances do not include routine monitoring and supervision.

(d) Personally identifying information or individual information collected in connection with services requested, utilized, or denied through Subrecipient's programs may be released only if:

(i) The victim signs a release as provided below;

(ii) Release is compelled by statutory mandate, which includes mandatory child abuse reporting laws; or

(iii) Release is compelled by court mandate, which includes a legal mandate created by case law, such as a common-law duty to warn.

(e) Victim releases must meet the following criteria:

(i) Releases must be informed, written, and limited to a reasonable duration. The reasonableness of duration is dependent on the situation. Subrecipient may not use a blanket release and must specify the scope and limited circumstances of any disclosure. Subrecipient must discuss with the victim, and the written release must explain, why the information might be shared, who would have access to the information, and what information could be shared under the release.

(ii) Subrecipient may not require consent to release of information as a condition of service.

(iii) Releases must be signed by the victim unless the victim is a minor who lacks the capacity to consent to release or is a legally incapacitated person who has a court-appointed guardian. Except as provided in paragraph (e) (iv) of this section, in the case of an unemancipated minor, the release

must be signed by the minor and a parent or guardian. A legally-appointed guardian must sign for an incapacitated person. Consent may not be given by the abuser of the minor or incapacitated person or the abuser of the other parent of the minor. If a minor is incapable of knowingly consenting, the parent or guardian may provide consent. If a parent or guardian consents for a minor, the subrecipient or subgrantee should attempt to notify the minor as appropriate.

(iv) If the minor or person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may consent to release information without additional consent.

(f) If release of information described in the previous paragraph is compelled by statutory or court mandate, Subrecipient shall make reasonable attempts to provide notice to victims affected by the disclosure of information. Subrecipient shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(g) Fatality reviews. Subrecipient may share the personally identifying information or individual information of deceased victims that is requested for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:

(i) The underlying objectives of the fatality review are to prevent future deaths, enhance victim safety, and increase offender accountability;

(ii) The fatality review includes policies and protocols to protect identifying information, including identifying information about the victim's children, from further release outside the fatality review team;

(iii) The information released is limited to that which is necessary for the purposes of the fatality review.

(h) Breach of Personally Identifying Information. Subrecipient is responsible for taking reasonable efforts to prevent unauthorized releases of personally identifying information or individual information that is collected as described in paragraph (a) of this section. The Subrecipient (and any

subgrantee at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subgrantee), 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a grant-funded program or activity, or 2) uses or operates a Federal information system. The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of personally identifying information to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

- (i) Subrecipient shall notify DOJ CVSSD promptly after receiving a request from the media for information regarding a recipient of services funded with Grant funds.

Section 5.08. Criminal History Verification. Subrecipient shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

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

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

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

Subrecipient shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether, based upon the conviction, the person poses a risk to working safely with victims of crime. If Subrecipient intends to hire or retain the employee, potential employee, or volunteer, Subrecipient shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant, employee, or volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Subrecipient will place this explanation, along with the applicant, employee, or volunteer's criminal history check, in the retained employee or volunteer's personnel file for permanent retention.

Section 5.09. Maintenance, Retention and Access to Records; Audits.

(a) Maintenance and Retention of Records. Subrecipient must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Subrecipient's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees DOJ CVSSD and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. It is the responsibility of the Subrecipient to obtain a copy of the DOJ Grants Financial Guide from the OCFO available at <https://ojp.gov/financialguide/DOJ/index.htm> and apprise itself of all rules and regulations set forth.

(b) Access to Records. DOJ CVSSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office or any of their authorized

representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Subrecipient and any contractors or subcontractors of Subrecipient, which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.

- (c) Audits. Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Subrecipient expends \$750,000 or more in federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, subpart F. Copies (electronic or URL address) of all audits must be submitted to CVSSD within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year, Subrecipient is exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in subsection 5.10(b) above.
- (d) Audit Costs. Audit costs for audits not required in accordance with 2 CFR Part 200, subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to this Grant.

Section 5.10. Compliance with Laws. Subrecipient shall comply with (and when required cause its subgrantees to comply with) all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant funds and the activities financed with the Grant funds. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with:

- (a) **Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.** (prohibiting discrimination in programs or activities on the basis of race, color, and national origin) and the **Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §10228(c)(1)** (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services).
- (i) These laws prohibit discrimination on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services.
- (ii) In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability against the Subrecipient, the Subrecipient shall forward a copy of the finding to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531.
- (b) **Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et. Seq.** (prohibiting discrimination in employment practices or in programs and activities on the basis of disability).
- (c) **Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131** and ORS 659.425 (prohibiting discrimination in services, programs, and

activities on the basis of disability), the **Age Discrimination Act of 1975, 42 U.S.C. § 6101-07** (prohibiting discrimination in programs and activities on the basis of age); and **Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et. seq.** (prohibiting discrimination in educational programs or activities on the basis of gender); as well as all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws prohibit discrimination on the basis of race, color, religion, national origin and sex in the delivery of services. In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability, against the Subrecipient, the Subrecipient shall forward a copy of the finding to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street N.E., Salem, Oregon 97301-4096.

- (d) The **Federal Funding Accountability and Transparency Act (FFATA) of 2006**, which provisions include, but may not be limited to, a requirement for Subrecipient to have a Unique Entity Identifier (UEI) number.
- (e) **Services to Limited English-Proficient Persons (LEP)** which includes national origin discrimination on the basis of limited English proficiency. Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its proposals and budgets and in conducting its programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice ("USDOJ") has issued guidance for subrecipients to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
- (f) **Partnerships with Faith-Based and Other Neighborhood Organizations**, codified at 28 C.F.R. Part 38, and Executive Order 13279, regarding Equal Protection of the Laws for Faith-Based and Community Organizations (ensuring equal treatment for faith-based organizations and non-discrimination of beneficiaries on the basis of religious belief) ensures that no organization will be discriminated against in a USDOJ funded program on the basis of religion and that services are available to all regardless of religion. Executive Order 13279 ensures a level playing field for the participation of faith-based organizations as well as other community organizations.
- (g) All regulations and administrative rules established pursuant to the foregoing laws, and other regulations as provided at [Civil Rights Office | Home | Office of Justice Programs \(ojp.gov\)](http://CivilRightsOffice|Home|OfficeofJusticePrograms(ojp.gov)).
- (h) The **Uniform Administrative Requirements, Cost Principles, and Audit Requirements** in 2 CFR Part 200, as adopted and supplemented by the United States Department of Justice in 2 CFR Part 2800.
- (i) Further, Subrecipient shall not retaliate against any individual for taking action or participating in action to secure rights protected by these laws and agrees to report any complaints, lawsuits, or findings from a federal or state court or a federal or state administrative agency to the Oregon

Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531. Complaints with the Office for Civil Rights can be filed through their website at [Civil Rights Office | Filing a Civil Rights Complaint | Office of Justice Programs \(ojp.gov\)](#) or by sending the complaint verification form and Identity Release Statement to the address listed in the preceding sentence.

Section 5.11. Assurances. The Subrecipient assures that it will:

- (a) Utilize Grant funds only to provide authorized services to victims of child abuse;
- (b) Obtain prior approval from DOJ CVSSD for:
 - 1. Movement of funds
 - i. For grant awards totaling \$500,000 or less: Movement of funds that total more than \$3,000 in the Personnel, Services and Supplies, and/or Other Services categories;
 - ii. For grant awards totaling more than \$500,000: Movement of funds that total more than \$5,000 in the Personnel, Services and Supplies, and/or Other Services categories; OR
 - 2. Adding a budget category or line item that did not exist in the original budget; OR
 - 3. Deleting an existing category.
- (c) Comply with the terms of the most recent version of the CAMI Guidance.

SECTION 6 TERMINATION AND DEFAULT

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

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

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

Section 6.04. Default. Either party (as applicable) shall be in default under

this Agreement upon the occurrence of any of the following events:

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

Section 6.05. Remedies.

- (a) **DOJ CVSSD Remedies Upon Default.** In the event Subrecipient is in default under Section 6.04, DOJ CVSSD may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 6.02, (ii) reducing or withholding payment for Project activities or materials that are deficient or Subrecipient has failed to complete by any scheduled deadlines, (iii) requiring Subrecipient to complete, at Subrecipient's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Agreement, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under this section or setoff (under 3.03), or both, or (vi) declaring Subrecipient ineligible for the receipt of future awards from DOJ CVSSD. These remedies are cumulative to the extent the remedies are not inconsistent, and DOJ CVSSD may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. Subrecipient may, at its option, satisfy its obligation to return such costs under this Section by paying to DOJ CVSSD the amount of the costs or permitting DOJ CVSSD to recover the amount of the funds from future payments to Subrecipient from DOJ CVSSD

(b) Subrecipient Remedies. In the event DOJ CVSSD is in default under Section 6.04 and whether or not Subrecipient elects to terminate this Agreement, Subrecipient's sole monetary remedy will be, within any limits set forth in this Agreement, reimbursement of authorized expenses incurred for Project activities completed and accepted by DOJ CVSSD, less any claims DOJ CVSSD has against Subrecipient. In no event will DOJ CVSSD be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits.

SECTION 7
MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of DOJ CVSSD to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between DOJ CVSSD or any other agency or department of the State of Oregon, or both, and Subrecipient that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. **SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.**

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

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

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

Section 7.05. Subcontracts, Successors and Assignments.

- (a) Subrecipient shall follow the same regulations, policies and procedures it uses for procurements for the utilization of any other state or federal funds, provided that Subrecipient's procurements conform to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.327.
- (b) Subrecipient shall not enter into any Contracts, as defined in 2 CFR 200.1, required by this Agreement without DOJ CVSSD's prior written consent. Subrecipient shall comply with procurement standards as defined in Section 5.06 when selecting any subcontractor. Subrecipient shall require any subcontractor to comply in writing with the terms of an Independent Contractor Agreement as described in the [Minimally Recommended Elements for an Independent Contractor Agreement](https://www.doj.state.or.us/wp-content/uploads/2019/04/Minimally_recommended_elements_of_Independent_Contractor_Agreement.pdf) found at https://www.doj.state.or.us/wp-content/uploads/2019/04/Minimally_recommended_elements_of_Independent_Contractor_Agreement.pdf. DOJ CVSSD's consent to any Contract shall not relieve Subrecipient of any of its duties or obligations under this Agreement.
- (c) This Agreement shall be binding upon and inure to the benefit of DOJ CVSSD, Subrecipient, and their respective successors and assigns, except that Subrecipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of DOJ CVSSD. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by DOJ CVSSD.

Section 7.06. Entire Agreement. This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07. Insurance.

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

of Professional Liability and Workers' Compensation. Subrecipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Subrecipient maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, DOJ CVSSD requires and shall be entitled to the broader coverage and/or higher limits maintained by Subrecipient.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

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

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

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

COMMERCIAL GENERAL LIABILITY:

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

AUTOMOBILE LIABILITY INSURANCE.

Subrecipient shall provide Automobile Liability Insurance covering Subrecipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$__1,000,000_____ for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Subrecipient shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Subrecipient and Subrecipient's subcontractors, agents, officers or employees in an amount not less than \$_1,000,000_____ per claim and not less than \$_1,000,000_____ annual aggregate limit.

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

EXCESS/UMBRELLA INSURANCE:

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

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

ADDITIONAL INSURED:

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

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

WAIVER OF SUBROGATION:

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

CONTINUOUS CLAIMS MADE COVERAGE:

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

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

CVSSD has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Exhibit.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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

SUBCONTRACTOR INSURANCE REQUIREMENTS

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

Subrecipient permit a contractor to work under a Subcontract when the Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Subrecipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.08. Contribution and Indemnity.

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

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

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

settlement amounts. The Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

(d) Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

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

Section 7.09. False Claims Act. Subrecipient acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Subrecipient that pertains to this Agreement or to the Project. Subrecipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Subrecipient further acknowledges in addition to the remedies under Section 6.05, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Subrecipient.

Section 7.10. Time is of the Essence. Subrecipient agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.11. Survival. The following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Funds; Section 5.10, Maintenance, Retention and Access to Records; Audits; and Section 7 MISCELLANEOUS. Otherwise, all rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or

obligations accrued to the Parties prior to termination.

Section 7.12. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.13. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 7.14. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.15. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

Section 7.16. No Third Party Beneficiaries. DOJ CVSSD and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

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



STATE OF OREGON

Acting by and through its Department of Justice

By: _____

Name: Shannon L. Sivell

Title: Director, Crime Victim and Survivor Services Division

Date: _____

AUTHORIZED AGENT FOR SUBRECIPIENT

By: _____

Name: _____

Title: _____

Date: _____

APPROVED FOR LEGAL SUFFICIENCY

By: _____

Title: _____

Date: _____

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



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Name: Shannon L. Sivell

Title: Director, Crime Victim and Survivor Services Division

Date: _____

AUTHORIZED AGENT FOR SUBRECIPIENT

By: _____

Name: _____

Title: _____

Date: _____

APPROVED FOR LEGAL SUFFICIENCY

By: Shannon Sivell

Title: Director, Crime Victim & Survivor Services Division

Date: approved via email on 4/8/2024

EXHIBIT J
STATE OF OREGON, DEPARTMENT OF JUSTICE, CAMI-MDT HANDBOOK

OREGON DEPARTMENT OF JUSTICE



CHILD ABUSE MULTIDISCIPLINARY INTERVENTION PROGRAM

2011 - 2013 CAMI

GRANT MANAGEMENT HANDBOOK

Attorney General John R. Kroger Oregon
Department of Justice

**Crime Victims' Services Division
1162 Court Street NE
Salem, OR 97301-4096 (503)
378-5348**

The Child Abuse Multidisciplinary Intervention (CAMI) Grant Management Handbook discusses general program requirements and restrictions relating to the administration of all CAMI Program grant awards funded through the Oregon Department of Justice (DOJ), Crime Victims' Services Division (CVSD). The handbook will provide a resource for agencies in the process of applying for a CAMI Program grant, as well as a reference for the length of the grant period.

The CAMI Program Grant Management Handbook, the Request for Application, and CVSD E-Grants tools can be accessed on the CAMI Program website:

<http://www.doj.state.or.us/crimev/cami.shtml>

For the close of the 2009-2011 grant period, all reports should be submitted to CVSD Reports email: cvsdreports@doj.state.or.us

Beginning in 2011, the CAMI Program grant application and associated forms **must be submitted through CVSD E-Grants**. There is no paper application for this biennium's CAMI Program grant process. CVSD E-Grants may be accessed at: www.cvsdegrants.com.

For questions regarding the Grant Management Handbook or CVSD E-Grants reporting, please contact:

Tera Widger, CAMI Program Grant Assistant

Phone: (503) 378-5308 E-mail: tera.a.widger@doj.state.or.us

For more information, please contact:

Mike Maryanov, CAMI Coordinator, E-mail:
mike.v.maryanov@doj.state.or.us

Karen Heywood, Victim Response Section Manager,
E-mail: karen.s.heywood@doj.state.or.us

1162 Court Street NE
Salem, OR 97301-4096
Phone: (503) 378-5348
Fax: (503) 378-6974

CVSD is the State Administrative Agency for CAMI Multidisciplinary Team and Regional Service Provider Grant Programs. CVSD has prepared this Grant Management Handbook to assist grantees in complying with state requirements covered under ORS 418.746 - 418.796, and 419B005 - 419B.050, and OAR 137-082-0200 – 137-082-0280, and OAR 137-083-0000 – 137-083-0050.

Created December 2008, Updated January 2011

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I. THE CAMI PROGRAM

A. INTRODUCTION

Oregon law (ORS 418.746-418.796) requires that every county utilize a multidisciplinary approach to child abuse intervention. In 1989, the law specified that every county create a *multidisciplinary team* (MDT) that is coordinated through each county's District Attorney's office. The legislature recognized then, as it does still today, that identifying and responding to child abuse is complicated and thus requires complex collaboration and consistent team work in order to address child abuse situations adequately.

In 1993, the Oregon Legislature established the Child Abuse Multidisciplinary Intervention (CAMI) Program. The CAMI Program provides funding to counties for the development and ongoing support of community child abuse intervention centers (ORS 418.790 through 418.792), and for the development and maintenance of child abuse multidisciplinary teams (ORS 418.746 through 418.747). CAMI Program grant funds come from the Criminal Fines and Assessment Account Public Safety Fund (CFAA). CFAA funds come from fines assessed on persons convicted of a crime, violation, or infraction by justice, municipal, district, circuit and juvenile courts.

The CAMI Program originally was administered by the Department of Human Services (DHS). In 2005, the CAMI Program officially moved to the Department of Justice's Crime Victims' Services Division (CVSD) (formerly Crime Victims' Assistance Section). CVSD administers a number of federal and state grant programs for victims' service providers across Oregon. For CFAA dollars, CVSD uses a "base plus" funding allocation formula. This formula originated out of the joint DOJ and DHS equity study in 2006. Each county receives

a base amount of funding which is increased according to the county's crime rate and population under age 18.

Oregon's CAMI Program and MDT protocols adapted to significant statutory change in 2007 with the emergence of Karly's Law. Karly's Law mandates specific responses to specific suspicious physical injuries when DHS workers or law enforcement officers encounter injured children during calls. Karly's Law is designed to help ensure that children with suspicious physical injuries are not overlooked during initial investigations of any nature.

In 2009, having absorbed significant budget cuts to CFAA money, the CAMI Program was fortunate to receive General Fund (GF) money from the Oregon Legislature. The funds were implemented during Fiscal Year 2010 and supplemented MDT budgets from the reduction to their 2010-2011 CFAA grants. This marked the first time that the CAMI Program received funding from sources other than CFAA. Together, these funding streams allow MDTs across Oregon to implement intervention plans that enhance and propel local child abuse intervention protocols.

B. PURPOSE AND GOALS

The CAMI Program's goal is to support a multidisciplinary approach to child abuse intervention. It is the intention of the CAMI Program that services are provided in a child friendly environment by professionals who are trained in risk assessment, the dynamics of child physical and sexual abuse and neglect, legally sound and age appropriate interviewing, and age appropriate investigatory techniques. Services include assessment, advocacy, and treatment to children who are victims or alleged victims of child abuse (ORS 419B.005 through 419B.050).

As an extension of this goal, the CAMI Program also provides

funding to five regional service providers (RSP) throughout Oregon who provide support to MDTs and community child abuse intervention centers (CAICs). The RSPs provide complex case consultation, peer review for medical assessments and forensic interviews, training regarding medical assessments and forensic interviewing, referral and information services, outreach services, and expert witness testimony and referral.

C. USE OF FUNDS

CAMI money is intended to fund the assessment, advocacy, and treatment related to child abuse intervention.

CAMI Program grant funds must be spent according to the approved budget provided in the grant application. The focus for CAMI Program grant funds is on service provision during the initial investigation and assessment of child abuse allegations, including crisis intervention services. CAMI grant funds are not intended to support ongoing or long-term treatment of individual victims. When the MDT arranges to allocate CAMI money to a local provider such as a child abuse intervention center, the MDT and the CAIC must establish a contract before funds can be thus dispersed.

CAMI grant funds can be used for start-up costs or for ongoing maintenance of a program. Funds from adjoining counties may be combined to design multi-county child abuse intervention services for the area.

It is appropriate to use CAMI Program grant funds to strengthen the functioning of the county's MDT through training and/or consultation. The CAMI Program particularly encourages cross training that involves team members from different agencies within the team, or among neighboring MDTs.

When appropriate (e.g. when an MDT has a local CAIC) ORS requires that MDTs establish funding priority to support the CAIC. The application asks for information on the extent to which the MDT

funds the local CAIC, if there is one in the county.

After CAIC and intervention expenses have been prioritized, CAMI funds may be used for expenses that are directly a function of prosecution, including the cost of a District Attorney staff or witness or expert witness fees.

CAMI Program grant funds may not be used as replacement revenues for currently available funds previously allocated by the county or other funding source for child abuse intervention [ORS 418.746 (2)]. The MDT Approval and Assurances signature page provides verification that CAMI Program grant funds will not be used as replacement funds.

CAMI funds may not be used for non-child abuse expenses. Equipment may not be purchased with CAMI funds for non-MDT purposes. CAMI funds cannot be spent on training for purposes other than child abuse or fatality review and related prevention activities. Expenses may be shared with local MDT partners such that CAMI funds may be used to support a partial purchase in situations when a purchase is to be used for more than just child abuse intervention. For example, if a copy machine is purchased by a District Attorney, with CAMI money, and is used for property crimes purposes 50% of the time and child abuse purposes 50% of the time, then CAMI funds can cover 50% of the cost of that copy machine.

The legally recognized entity that manages the county's CAMI Program grant funds may, if justifiable, submit a budget which allocates 5% of the county's CAMI MDT grant funds for administrative costs. Whether a county allows a sub-contractor to receive administrative costs is the decision of the MDT. If the grantee is subject to an independent audit, a copy of the audit report will be made available to the CAMI Program Coordinator upon request.

The MDT may propose to use CAMI Program grant funds directly for MDT purposes, or the team may assign funds to a qualified public

or private agency that meets the needs of the county intervention plan. In any case, statute requires that local funding decisions are made by the MDT and that regardless of who accounts for or receives the funding, local funding decisions ultimately must be managed by the MDT.

D. ALLOWABLE AND UNALLOWABLE COSTS

ALLOWABLE COSTS

- In accordance with ORS 418.746 (4) (g) the CAMI Program shall consider the extent to which funding a community assessment center is given priority in the intervention plan in accordance with subsection 5 (D) when determining eligibility for award.
- OAR 137-082-0220 (2) states that CAMI funds may be used for Assessment Services, Advocacy Services, Treatment Services, and Eligible Expenses.
- Eligible expenses may include prosecutor costs but cannot supercede the need for Assessment, Advocacy or Treatment services.
- FTE funded with CAMI dollars must be tracked so that DOJ can ensure staff funded by CAMI are performing MDT services to the extent funded by CAMI. In other words, if 1.0 FTE is funded by CAMI, then that person may do only child abuse work.
- Start-up or on-going maintenance of a program; funds from adjoining counties may be combined to design multi-county child abuse intervention services for their area.
- To strengthen the functioning of the county's MDT through training and/or consultation, particularly cross training that for team members from different agencies.
- The legally recognized entity that manages the county's CAMI funds may, if justifiable, submit a budget which allocates 5% of the county's CAMI funds for administrative costs.

- The county may determine if a sub-contractor may receive administrative costs.
- CAMI funds may be used for prevention activities ONLY when the prevention activities are connected to, or the result of, a child fatality review.

UNALLOWABLE COSTS

- In accordance with ORS 418.746 (2), **CAMI funds may not be used as replacement revenues for currently available funds previously allocated by the county or other funding source for child abuse intervention.** The Multidisciplinary Team Approval and Assurances signature page provides verification that CAMI funds will not be used as replacement funds.
- CAMI funds may not be used for expenditures that are not in accordance with the MDT intervention plan.
- CAMI funds may not be used for expenditures that do not fall in to one of the four categories listed in OAR 137-082-0220 (2): Assessment Services, Advocacy Services, Treatment Services, and Eligible Expenses.
- The focus of the CAMI Program is to provide services during the initial investigation and assessment of child abuse allegations, including crisis intervention services. It is not intended to support on-going or long-term treatment of individual victims.

WHEN DO I NEED A CONTRACT?

A contract is required when CAMI funds will be used by the grantee to pay for professional services that are outside the applicant agency, i.e. anytime a financial transaction will occur between the agency and another entity or person. The services must be allowable under the CAMI guidelines. A copy of the contract must be uploaded into CVSD E-Grants.

II. KARLY'S LAW ORS 419B.022 THROUGH 419B.024

A. OVERVIEW

Karly's Law emerged in 2007 following the 2005 torture and murder by physical abuse of three year old Karly Sheehan at the hands of her mother's boyfriend. Karly's Law was enacted because initial investigations failed to recognize that she was being physically abused. Although hindsight verifies that she presented with suspicious physical injuries when seen by doctors and investigators, at the time, those injuries were allowed to be explained away.

Today, those injuries would be considered "suspicious" and the child would be referred to a child-abuse-trained designated medical professional (DMP) for evaluation and determination. A strength of Karly's Law is that first responders need not know anything about child abuse or suspicious physical injuries other than this particular element of the law: **ANY INJURY THAT THREATENS THE WELL BEING OF A CHILD**. Suspicion that injuries are caused by abuse must be addressed in the coordinated comprehensive way required by Karly's Law.

As discussed below, Karly's Law has three core components: Designate a DMP. Photograph the injuries and share the photos with the DMP. Perform a medical assessment within 48 hours of identifying suspicious physical injuries.

Note: With the passage of 2009's HB 2449, there are no exceptions to Karly's Law suspicious physical injury documentation requirements. If a responder encounters a child with broken bones and scalding burns and the parent admits to abusing the child, the injuries still must be documented in accordance with Karly's Law. Per statute, if the first responder "is certain" that the injuries were caused by abuse, Karly's Law protocols must be

followed. Photographs must be taken immediately and an assessment must be conducted by the DMP within 48 hours of the initial report.

In addition to DHS workers, every law enforcement officer who might encounter children should carry a camera that is capable of sending digital pictures. Every MDT protocol should include provisions for sharing Karly's Law photographs electronically.

DOJ intends to provide Karly's Law refresher training during Annual MDT days. CAMI staff will work with MDTs during site visits and throughout the biennium to ensure that Karly's Law protocols, and Karly's Law practice, are implemented.

B. CORE REQUIREMENTS

Karly's Law has three essential requirements. The requirements are specified in detail in the Oregon Revised Statutes (ORS).

- Any person conducting an investigation who observes a child who has suffered suspicious physical injury must immediately photograph the injuries or cause to have photographed the injuries.
- Each MDT must identify a designated medical professional (DMP) who is trained and regularly available to conduct medical assessments as described in ORS 418.782(2).
- Any person conducting an investigation who observes a child who has suffered suspicious physical injury must ensure that a DMP conducts a medical assessment within 48 hours.

C. PHOTOGRAPHS

According to 419B.023 (2): *"If a person conducting an investigation under ORS 419B.020 observes a child who has suffered suspicious physical injury and the person has a reasonable suspicion that the injury may be the result of abuse, the person shall, in accordance with the protocols and procedures of the county multidisciplinary team described in ORS 418.747: (a) Immediately photograph or cause to have photographed the suspicious physical injuries in accordance with ORS 419B.028;"*

To photograph a suspicious physical injury, investigators must first be able to consistently identify what a suspicious physical injury is. The legislation gives a detailed definition of suspicious injury, which includes, *but is not limited to*:

- Burns or scalds
- Extensive bruising or abrasions on any part of the body
- Bruising, swelling or abrasions on the head, neck, or face
- Fractures of any bone in a child under the age of three
- Multiple fractures in a child of any age
- Dislocations, soft tissue swelling or moderate to severe cuts
- Loss of the ability to walk or move normally according to the child's developmental ability
- Unconsciousness or difficulty maintaining consciousness
- Multiple injuries of different types
- Injuries causing serious or protracted disfigurement or loss of impairment of the function of any bodily organ
- Any other injury that threatens the well-being of a child

Do not overlook the last five, which might be difficult to recognize in some cases. Upon the identification of any such suspicious physical injury, the injuries must be photographed IMMEDIATELY per statute.

Karly's Law gives direction regarding the taking, development, and maintenance of photographs in suspicious physical injury cases. Pursuant to 419B.023 (3), photographs MUST be taken:

- Each time suspicious physical injury is observed by DHS or law enforcement personnel during the investigation of a new allegation of abuse or if the injury was not previously observed by a person conducting an investigation under ORS 419B.020
- Regardless of whether the child has been previously photographed or assessed during an investigation of an allegation of abuse

Typically, DHS or law enforcement will be taking photographs, unless the injuries are anogenital injuries. In accordance with ORS 419B.028 (1), in a case where anogenital injuries are present, only medical personnel may photograph the child's

injuries. As a result of Karly's Law's photography requirement, investigators must ensure they have the appropriate equipment to take the required photographs.

ORS 419B.028 (2) directs that the person taking the photographs shall - within 48 hours or by the end of the next regular business day (whichever occurs later):

- Provide hard copies or prints of the photographs and, if available, copies of the photographs in electronic format to the DMP described in ORS 418.747 (9).
- Place hard copies or prints of the photographs and, if available, copies of the photographs in an electronic format in any relevant files pertaining to the child maintained by the law enforcement agency or the department.
Preserve evidence of the child's condition at the time of the investigation!
- Make the photographs available to each member of the MDT at the first meeting regarding the child's case following the taking of the photographs. [This requirement is located in ORS 418.747 (10)].

As a result of the above statutory requirements regarding the taking, development, and maintenance of these photographs, MDTs must include these elements in their protocols in order to ensure that these photographs are being taken in suspicious physical injury cases. For the 2011-2013 biennium, the CAMI Program requires Karly's Law Protocol to be one of five separate and distinct MDT child abuse intervention protocols.

Reminder: There is no exemption for Karly's Law photography requirements. Agencies cannot simply decide that someone is too busy to comply with this aspect of the law. CAMI staff is available to provide assistance to MDTs if compliance with Karly's Law in the field is or becomes problematic.

Although the CAMI Program revised the reporting requirements for the 2011-2013 biennium, MDTs will have to report on the ongoing activities related to this process. Refer to Section IV, Required Reporting, for more

information on Karly's Law reporting requirements. DOJ will monitor Karly's Law reports closely for compliance questions.

D. DESIGNATED MEDICAL PROFESSIONAL (DMP)

ORS 418.747 (9) states:

“Each team shall designate at least one physician, physician assistant, or nurse practitioner who has been trained to conduct child abuse medical assessments, as defined in ORS 418.782³, and who is, or who may designate another physician, physician assistant or nurse practitioner who is, regularly available to conduct the medical assessment described in ORS 419B.023.”

As MDTs work to comply with the medical assessment component of this law, a clear understanding of who is to provide medical assessments, and how, is essential. As ORS 418.474 (9) states, the DMP can be a physician, physician assistant or nurse practitioner; may be located within the same county as the MDT or in another county; in a CAIC; or in another type of medical facility. The only requirements of the DMP are:

- Trained to perform child abuse medical assessments as defined in ORS 418.782
- Regularly available to conduct these examinations

In order to meet the requirement of Karly's Law, MDTs may have to recruit or train a DMP for the county. As a result, MDT resources may have to be allocated towards this purpose. ⁴

As with the photograph requirement of the bill, there is ongoing data collection attached to this requirement. Through the 2011-2013 CAMI Program grant application and subsequent bi-annual reports, MDTs must submit information to DOJ that:

- identifies their DMP and provides information regarding their training and availability; or,

³ Defined in Section E below.

⁴ CAMI Program staff will work with RSPs in 2011 to design technical assistance that may help those MDTs that are struggling to identify a DMP.

- in cases when an MDT is unable to identify a DMP for their county, they must submit a written plan which describes how they will recruit and train a DMP for their county, as well as how the MDT will ensure that children with suspicious physical injuries are receiving the required medical assessments during the interim period.

E. MEDICAL ASSESSMENTS FOR SUSPICIOUS PHYSICAL INJURY CASES

ORS 419B.023 (2) states:

“If a person conducting an investigation under ORS 419B.020 observes a child who has suffered suspicious physical injury and the person has a reasonable suspicion that the injury may be the result of abuse, the person shall, in accordance with the protocols and procedures of the county multidisciplinary child abuse team described in ORS 418.747:

(b) Ensure that a designated medical professional conducts a medical assessment within 48 hours or sooner if dictated by the child’s medical needs.”

Further, ORS 418.796(2) defines child abuse medical assessment as: *an assessment by or under the direction of a licensed physician or other licensed health care professional trained in the evaluation, diagnosis and treatment of child abuse. “Child abuse medical assessment” includes taking a thorough medical history, a complete physical examination, and an interview for the purpose of making a medical diagnosis, determining whether or not the child has been abused and identifying the appropriate treatment or referral for follow-up for the child.*

In order to ensure the child’s safety, medical assessments are required within 48 hours of the identification of suspicious physical injuries (not within 48 hours of the injury itself). This helps to ensure the child’s health, safety, and well-being, and also helps the MDT collect, document, and preserve important and often quickly disappearing evidence.

Children heal rapidly; often by the time the child is seen by a physician, the injuries are no longer visible. Requiring suspected abuse victims to be assessed by the DMP makes certain that children will be seen by well-trained and qualified child abuse interveners.

Additional statutory language gives further direction to the MDT and investigators regarding medical assessments on suspicious physical injury cases. Medical assessments MUST be conducted within 48 hours:

- Each time suspicious physical injury is observed by the DHS or law enforcement personnel during the investigation of a new allegation of abuse or if the injury was not previously observed by a person conducting an investigation under ORS 419B.020
- Regardless of whether the child has previously been photographed or assessed during an investigation of an allegation of abuse.

In recognition that not all suspicious physical injuries will fall within regular working hours or on-call hours when the DMP is available, statutory allowances are made: If, after a reasonable effort, law enforcement or DHS personnel are unable to have the child seen by the DMP, the child MUST be seen *by any available physician*. MDT Karly's Law protocol should establish guidelines for DHS workers or LEA to use for contacting medical professionals. If a child is seen by a physician other than the DMP, the physician conducting the exam:

- SHALL make photograph, clinical notes, diagnostic and testing results and any other relevant materials available to the DMP within 72 hours following the evaluation of the child.
- MAY consult with and obtain records from the child's regular pediatrician or family physician under ORS 419B.050.
- MAY, within fourteen days, refer children under five years of age for a screening for early intervention services or early childhood special education. This referral may NOT indicate the child is subject to a child abuse investigation.

While the timeline on medical assessments by a DMP is 48 hours, there is nothing to prevent the person conducting the child abuse investigation from seeking immediate medical treatment from a hospital emergency room or other medical provider for a child who is physically injured or otherwise in need of immediate medical care. Additionally, nothing in Karly's Law limits the rights provided to minors in ORS chapter 109 or the ability of a minor to refuse to consent to the medical assessment.

The statutory requirements in Karly's Law regarding medical assessments require the MDT to refine protocols regarding physical abuse cases. Each of the 36 MDTs in Oregon have a unique set of protocols. Therefore, each MDT must consider the requirements of Karly's Law and incorporate these statutory requirements into their local protocols.

Medical assessment information will be collected in the CAMI Bi-Annual MDT Statistical Report. Be prepared to identify how many medical assessments were completed during the reporting period, and be prepared to separately specify how many Karly's Law assessments were completed within the 48 hour timeframe. Refer to Section IV, Required Reporting, for more information.

F. OTHER IMPORTANT REQUIREMENTS

1. Early Intervention: Karly's Law includes additional requirements that affect the handling of suspicious physical injury cases. For example, if an investigation is being conducted regarding a child under the age of five who is already receiving Early Intervention or Head Start services, the MDT SHALL invite the person involved in the delivery of those services to participate in the MDT's review of the child's case (See ORS 419B.023 (6)). MDTs have the option of inviting the Early Intervention or Head Start service provider to only those MDT meetings in which the provider is involved in a case, or they may include the early intervention service provider in the MDT as a regular or permanent MDT member.

2. Critical Incident Response Team (CIRT): ORS 419B.024 requires the assignment of CIRT by DHS within 24 hours after the department determines that a child fatality was related to child abuse or neglect if:

- The child was in DHS custody at the time of death
- The child was the subject of a child protective services assessment by DHS within 12 months prior to the date of death

During the course of the CIRT case review, the CIRT may consult with the district attorney from the county where the death

occurred.

DHS shall adopt rules necessary to carry out the provisions of this section. The rules shall substantially conform to the department's child welfare protocol regarding Notification and Review of Critical Incidents.

III. GRANT APPLICATION PROCESS

A. 2011 – 2013 APPLICATION TIMELINE

CAMI Program grant funds are applied for on a biennial basis. Applications should be submitted through CVSD E-Grants. Each MDT must designate a legally recognized entity to manage CAMI Program grant funds.

July 1, 2011 – June 30, 2013 – the biennial CAMI CFAA Grant Period

B. OVERVIEW

Each MDT applying for funds must submit coordinated child abuse multidisciplinary intervention plan, referred to hereafter as "the Plan", an allowable budget, and documentation verifying eligibility. The Plan will outline the county's experience with child abuse and child abuse intervention, and describe how the MDT will use CAMI Program grant funds to address the child abuse issues in the county. The Plan ties the CAMI Program and the MDT together in a coordinated effort to remain statutorily compliant while addressing local child abuse efforts comprehensively.

Private or Public Agencies: The county's comprehensive plan may include the use of CAMI Program grant funds to purchase services from private or public agencies. Statute requires that an application by private or public agencies for funding must be submitted to and approved by statutorily mandated members of the MDT [ORS 418.747 (1)]. An agency's application to the MDT should be included as part of the county's application for CAMI Program

grant funding. The agency's application should include: an overview of their program intervention plan; a budget page; and a contract or letter of agreement between the agency and the MDT indicating the services to be provided. The sub-application will be attached to the other documents section of the CVSD E-Grants Upload page.

MDT members are responsible for maintaining an impartial review process when screening applications for CAMI Program grant funds for public and private service agencies. Team members who have a personal interest in an agency, who have an interest in an entity that will receive financial benefit, or who have any member of their household or immediate family who will receive financial benefit from the funding of a public or private agency, must declare such interest. Team members receiving financial benefit from CAMI Program grant funds or entities applying for funds should be excused from the decision making process. MDTs should take such declarations into account when determining whether the agency best meets the needs of the county's Plan.

Reminder: If an entity other than the district attorney's office, or the county doing business through the district attorney's office, is selected by the MDT to manage CAMI funds, the spending authority remains with the *MDT* and strictly tied to the agreed grant budget. CAMI staff will always request verification from the MDT through meeting minutes or discussion with the team for any spending questions or budget redirects that arise.

C. APPLICATION REVIEW

Each application is reviewed by members of the Advisory Council on Child Abuse Assessment and CAMI Program staff to determine whether the application:

- Complies with eligibility requirements
- Responds to the county's need as identified in their coordinated child abuse intervention plan for comprehensive services to the victims of child abuse
- Substantially furthers the goals and purposes of ORS 418.747, 418.780, 418.790, and 418.792

- Reflects team participation in the development of the application
- Reflects team ownership of child abuse intervention efforts locally (note: do not simply cut and paste statutory language into protocols and name that as the protocol. Feel free to cut and paste statutory language but then explain how the county will apply statute to local needs.)
- Sufficiently demonstrates that the use of CAMI Program grant funds benefits children who are alleged victims of abuse and their non-offending family members
- Indicates that the MDT has properly allocated previously awarded CAMI Program grant funds

Documentation including responses to questions in CVSD E-Grants and previously submitted annual reports will be reviewed to determine:

- How funds were utilized.
- The objectives of the program. • The extent to which the program met anticipated outcomes, especially in terms of benefits to children and families.

Basic CVSD Grant Award Requirements:

CVSD expects that grantees:

Demonstrate access to effective services;

Maintain good fiscal management;

Comply with financial, data and outcome reporting;

Provide services that are culturally competent and accessible; and Comply with training requirements.

D. ALLOCATION FORMULA

In accordance with ORS 418.746 (2), CAMI Program grant funds “shall be allocated by the same formula as, or a formula similar to, the formula used by the Attorney General for equitable distribution of the fund for victim’s assistance programs under ORS 147.227 (1).” DOJ determines MDT allocations using a “base plus” allocation formula. Each county receives a base amount of CAMI Program grant funds and the remainder of the allocation is calculated using each county’s population rate under the age

18 and total crime rate. Overall, allocations are dependent on the amount of CFAA money available to DOJ for CAMI Program grant funding.

Refer to the 2009-2011 Allocation Table in the 2011-2013 CAMI MDT RFA to determine the estimated amount that each MDT will receive in 2011-2013. This estimate is provided for the MDT's use in developing the Plan: **it is not a guarantee of the actual amount that the MDT will receive.** A budget revision may be required when DOJ receives the final allocation from the Oregon State Legislature.

Pursuant to OAR 137-082-0220, CVSD will address carry over funding issues situationally. Rule states (5) If a county does not expend all of its allocated funds for year one of the grant period, it must explain in the annual report why the funds were not expended and how they will be incorporated into the second year's Plan, in order to maintain the county's eligibility. If sufficient explanation is provided, the carry-over funds may become part of that year's expenditure plan; (6) Pursuant to subsection (5) the Department may at its discretion permit a grantee to retain unexpended funds provided to grantee under a contractual agreement entered into pursuant to OAR 137-082-0200 et seq. Such retention of funds must be implemented through a subsequent contractual agreement with the grantee. (7) If a significant carry-over of funds continues for more than one year, the county will be asked to reevaluate its Plan and make necessary adjustments to utilize the funds. If there continues to be significant carry-over of funds without reasonable plans approved by the CAMI Administrator for their use, the county's allocation for future funding may be reduced by the amount of excess funds or carryover may be applied to the county's next year's allocation if approved by the Department.

E. AVAILABILITY AND DISBURSEMENT OF FUNDS

The actual allocation awarded to each MDT cannot be determined until the actual CFAA allocation from the state is given to DOJ. Typically, final financial numbers at the state level are

finalized in July. As a result, actual availability of funds may be delayed until final awards from the state are made. *MDT grant application budgets submitted in April and approved in June may need to be revised in August or September.* CAMI Program staff will work with MDT coordinators and provide as much information as possible to prepare for budget revisions when final figures are available.

Upon successful review of the MDT application and final budget, DOJ will issue grant award documents that provide for the transfer of funds from DOJ to a designated entity authorized to carry out the local fiscal/administrative function for the MDT's comprehensive plan. Regardless of who is designated to administer the funds at the local level, the *MDT retains the authority for allocation and final accountability for implementation of the CAMI funded portion* of the IP.

With a formal grant agreement in place, four payments will be made in each of the two fiscal years, which run from July 2011 to June 2012 and July 2012 to June 2013. Payments will be issued after the MDT Quarterly Financial Report QFR is submitted and approved. Refer to Section IV, Required Reporting, for more information on the QFR.

Please note: beginning with the 2011-2013 biennium, DOJ is shifting the quarterly payment schedule to conform with the fiscal year. The goal is to issue payments during the first half of a quarter instead of after a quarter ends. This means that final payments in a fiscal year no longer will fall outside of the fiscal year. An approximate payment schedule is included in the grant agreement.

All grant awards are made conditional upon the timely completion of grant award documents. Funds are not considered obligated and will not be transferred until all required grant award documents have been signed by an applicant and by the Department designee.

F. CVSD E-GRANTS

CVSD E-Grants is a new comprehensive web-based grant application and reporting system. Once the system is operational, grantees will complete grant

applications, submit reports, and request grant amendments online. We anticipate that this system will provide for a more streamlined application and reporting process for both grantees and CVSD staff. In addition, the system will allow us to be mostly paperless, saving both natural resources and shipping costs.

The web address for CVSD E-Grants is www.cvsdegrants.com.

In order to use CVSD E-Grants you must be granted access. Your organization's Authorized Official (AO) must first obtain access by following the procedure in section 4.a. of the Oregon CVSD E-Grants Applicant Manual, which can be accessed at:

http://www.doj.state.or.us/crimev/pdf/cvsd_e_grants_applicant_user_guide.pdf

Once the Authorized Official has obtained access to CVSD E-Grants, they can add authorized staff as described in section 4.b. of the Applicant Manual.

IV. REQUIRED REPORTING

A. Required Reporting Revisions

The CAMI Program reporting requirements have been revised for the 2011-2013 biennium.

Child Fatality Review reporting has not changed, but the MDT Annual Fiscal and Narrative Reports and the MDT Quarterly Statistical Report (Karly's Law report) have been eliminated. The monthly CICA report that was required of the CAICs has also been eliminated.

The CAMI Program will now require a Bi-Annual MDT Statistical report and a quarterly financial report (QFR). The Bi-Annual MDT Statistical report captures much of the same information as the previous Karly's Law reports and the CICA. The QFR captures quarterly expenses and ensures that MDT spending remains consistent with the agreed CAMI Program grant funds budget.

All reporting, except Child Fatality Reviews, will occur in CVSD E-Grants. CAMI Program staff will use CVSD E-Grants to compile information from the Bi-Annual MDT Statistical report and QFRs to create an annual report. The revised CAMI Program reporting requirements should ease some of the reporting burdens on the MDT staff.

Grant eligibility conditions and payment will remain contingent on successful adherence to current grant reporting requirements.

B. CHILD FATALITY REVIEWS

Every MDT is required by ORS 418.785 to establish a child fatality review process. CAMI Program grant funds may be used to implement and maintain the mandated child fatality review process. The CAMI Program will obtain documentation from DHS regarding whether the required child fatality reviews have been completed and properly documented. Forms should be submitted to:

Department of Human Services
Child Fatality Review
800 NE Oregon Street, Suite 772
Portland, OR 97232

The CAMI Program will obtain documentation from DHS regarding whether the required child fatality reviews have been completed and properly documented. If the MDT fails to submit the required child fatality review documentation to DHS, grant agreements will be delayed or funds will be withheld until the child fatality reports have been completed and the MDT is in compliance with ORS 418.785 (5).

The team should review all deaths that fall under the jurisdiction of the medical examiner, and the team may also choose to review additional deaths. At minimum, deaths in the following categories should be reviewed:

- All medical examiner cases

- Homicides
- Accidents
- Suicides
- Undetermined causes
- Sudden or unexpected deaths
- All cases with previous DHS involvement and all cases under investigation by law enforcement

Child fatality review teams should review all deaths that occur in their counties and review deaths of children who die in the county but are residents elsewhere. In some cases, two counties will choose to review the same death. In cases where the child dies in another county because of transport for emergency care, the county where the incident occurred is responsible for reviewing the death.

If a team reviews a non-resident occurrence, the MDT coordinator should notify the resident county's MDT coordinator so that they may also coordinate their review. This is particularly important in rural counties from which children are often transported to tertiary care centers where they are pronounced dead.

In order to have the most effective review process possible, team members are required to:

- Come prepared with information on the deaths to be reviewed
- Share their information openly and honestly
- Seek solutions instead of blame

Questions that team members should seek to answer during the review process are:

- Is the investigation complete, or should we recommend further investigation? If so, what more do we need to know?
- Are there services we should provide to family members, other children and other persons in the community as a result of this death?
- What risk factors were involved in this child's death?

- What changes in behaviors, technologies, agency systems and/or laws could minimize these risk factors and prevent another death?
- What are our best recommendations for helping to make these changes?
- Who should take the lead in implementing our recommendations?
- Is our review of this case complete or do we need to discuss it at our next meeting?

A thorough review process can provide a team with important information that can lead to the development of prevention measures in their county. While these cases may be difficult for MDTs to discuss, this process plays an important part in saving other children from similar fates.

C. CAMI BI-ANNUAL MDT STATISTICAL REPORT

The new CAMI Bi-Annual MDT Statistical Report must be submitted to CVSD two times per year. Reports will be due no later than 30 days after the end of the six month reporting period:

***January 31, 2012**, for the time frame 7/1/2011 - 12/31/2011

***July 31, 2012**, for the time frame 1/1/2012 - 6/30/2012

and

***January 31, 2013**, for the time frame 7/1/12 - 12/31/12

***July 31, 2013**, for the time frame 1/1/13 - 6/30/13

The CAMI Bi-Annual MDT Statistical Report requires information from MDTs as well CAICs or other providers. In counties with no CAIC, specific assessment information will need to come from local emergency rooms or other medical providers and be tracked by the MDT coordinator. This is especially important for tracking cases of suspicious physical injury.

The CAMI Bi-Annual MDT Statistical Report is intended to gather statistics regarding the work of the MDT and show how children are being served in the county. The report asks a series of

questions regarding the intervention activities and expenditures in the IP and includes a section on detailing the greatest barrier to providing an adequate and appropriate response to child abuse in the county. In order to provide a comprehensive answer to this question, input from all MDT members is necessary.

The CAMI Bi-Annual MDT Statistical Report also captures information similar to what was found in the annual supplemental report that the CAICs or other providers completed. This will include the number of children served by the center, the number of medical assessments, number of interviews, and other victim and suspect data.

The MDT must decide locally the best practice for report compilation and submission. For instance:

When a District Attorney's office is the grant holder, the DA (who is the Authorized Official for the organization in CVSD E-Grants) may authorize personnel from the CAIC as an Agency Administrator to input report data.

When the CAIC is the grantee, the Board Chair (who is the Authorized Official for the organization in CVSD E-Grants) may authorize personnel from the DA's office as an Agency Administrator to input report data.

Or the MDT may create a communication flow that assigns one person as an Agency Administrator and to serve as the report coordinator, gathering all required information and inputting the data into CVSD E-grants.

Refer to the CVSD E-grants manual for more information on assigning users in CVSD EGrants or contact the CAMI Program Grant Assistant for technical assistance.

Although in 2011 this is a new and unfamiliar process, it is important to remember that the information will provide the foundation for the CAMI Program's annual report. CAMI Program

staff will compile the data provided by the MDT, CAIC and other providers in the CAMI Bi-Annual MDT Statistical Report. Once each MDT has established a method for gathering and inputting the data into CVSD E-grants, the burden of the annual report is lifted from MDT staff - the annual report requirement is gone.

REPORT INSTRUCTIONS:

Log-in to CVSD E-grants with your username and password. Click on "My Applications" and select the MDT CAMI Application. From the CAMI MDT Application Menu, go to Examine Related Items at the bottom of the menu page and click on the "View Related Items" button. From the Related Documents menu, select the desired report.

Complete the information as directed and save the file. CVSD E-Grants will alert you if there are technical errors with your report.

Lastly, you must change the status of the report. From the CAMI MDT Application Menu, go to Change the Status and click on the "View Status Options" button. Under the list of possible statuses, click on the "Apply Status" button. This successfully submits your report.

D. MDT QUARTERLY FINANCIAL REPORT (QFR)

In the 2011-2013 biennium, the MDT Quarterly Financial Report (QFR) replaces the quarterly Karly's Law Reports that have been in effect since 2008.⁵ CAMI Program MDT grant payments are contingent on successful submission of the QFR through CVSD E-Grants.

QFRs gather information about MDT expenditures of CAMI Program grant funds. CVSD EGrants automatically populates the balance based on the amounts entered on the QFR, and from the totals agreed to in the CAMI MDT grant application budget.

⁵ As stated in the Bi-annual Data Report section, Karly's Law implementation information still will be collected, however, the *quarterly* report format is changing to the QFR.

Authorized MDT members will be able to track spending in each budget line at any time.

MDTs can use this information to plan for future spending approvals or limitations. CVSD E-

Grants will prohibit entering spending into line items that differ from the 2011-2013 CAMI Program grant application. For example, in a QFR, if a \$10,000 expense is entered into personnel, but the agreed-on budget does not include expenditures for personnel, CVSD EGrants will reject the entry.

If the MDT discovers that the budget needs to be adjusted, a CAMI program budget revision must be submitted before spending in new line items can be approved. As discussed in Section VI of this handbook, budget revision requests must be done in CVSD E-Grants, with the approval of the MDT.

Each fiscal year, the individual QFRs submitted by the MDT will combine to generate the CAMI Annual Fiscal Report. This is one of the advantages of CVSD E-Grants and the revised financial reporting requirements: the need for a separate annual fiscal report has been eliminated.

After DOJ makes initial payment in the first quarter, all QFRs must be submitted prior to payments being issued. The QFR to be submitted will reflect spending for the previous quarter and must be received at the beginning of the next quarter.

Report due dates are:

October 15, for July-September

January 15, for October-December

April 15, for January-March

July 15, for April-June

REPORT INSTRUCTIONS:

Log-in to CVSD E-grants with your username and password. Click on "My Applications" and select the MDT CAMI Application. From the CAMI MDT Application Menu, go to Examine Related Items at

the bottom of the menu page and click on the "View Related Items" button. From the Related Documents menu, select the desired report.

Complete the information as directed and save the file. CVSD E-Grants will alert you if there are technical errors with your report.

Lastly, you must change the status of the report. From the CAMI MDT Application Menu, go to Change the Status and click on the "View Status Options" button. Under the list of possible statuses, click on the "Apply Status" button. This successfully submits your report.

E. CHILD ABUSE MEDICAL ASSESSMENTS - CICA MONTHLY REPORTS

ORS 418.793 requires that regional or community assessment centers "shall submit a report to the Child Abuse Multidisciplinary Intervention Program describing how the assessment center has met the purposes of ORS 418.746 to 418.796". Effective with the 2011 grant period, CVSD eliminated the CICA monthly report that was previously submitted to DOJ from the

Child Abuse Intervention Centers. The CAMI Program now requires that each MDT use the CAMI Bi-Annual MDT Statistical Report to include information from the local center detailing the total number of medical assessments performed during the report period.

The information gathered from CAICs and other providers will include the total number of children served by the center, the total number of medical assessments, the type of abuse that instigated the assessment, the number of interviews conducted, and other victim and suspect data including race, age, and sex.

F. Noncompliance with Reporting

All DOJ grant agreements provide that grantees who fail to meet any reporting requirements included in this section (financial,

narrative, statistical, or outcome measures) shall be considered to be in default under the agreement. In such a case, DOJ has the right to end the grant. DOJ may also reduce the award proportionately to the period for which reports were not submitted in a timely manner.

V. THE MDT INTERVENTION PLAN

A. OVERVIEW

ORS 418.746 states:

(5)(a) At least once a biennium, the county multidisciplinary child abuse team shall submit to the Child Abuse Multidisciplinary Intervention Program a coordinated child abuse multidisciplinary intervention plan. The intervention plan must:

(A) Describe all sources of funding, other than moneys that may be allocated from the Child Abuse Multidisciplinary Intervention Account, including in-kind contributions that are available for the intervention plan;

(B) Describe the critical needs of victims of child abuse in the county, including but not limited to assessment, advocacy and treatment, and how the intervention plan addresses those needs in a comprehensive manner;

(C) Include the county's written protocol and agreements required by ORS 418.747 (2) and 418.785; and

(D) Describe how the intervention plan gives priority to funding a community assessment center and how the funding supports the center.

The Intervention Plan (IP) created by each MDT is the most important aspect of the CAMI MDT application. The IP is the cornerstone of the MDT: it functions as a strategic plan and is the central focus for the activities and protocols developed in each county. The IP should address specific child abuse needs in the county and encourage coordinated, comprehensive services to victims of child abuse and their families. The MDT should consider the child abuse response process in the county from the perspective of a child and family.

The IP ties the CAMI Program grant to the MDT. This is the mechanism for prioritizing MDT needs and for tying CAMI funding to goals, objectives, performance measures, and measurable

outcomes. Whereas each county's child abuse intervention protocols guide county-wide efforts for child abuse services, the IP is the MDT's roadmap.

In the IP, the MDT may propose utilization of funds for MDT purposes, such as team training, or assessments, or an MDT Coordinator. The MDT may assign these funds to a qualified public or private agency that meets the needs of the county, such as a CAIC. And certainly, they may decide to do both of the above.

The county's comprehensive plan may include the use of CAMI Program grant funds to purchase contracted services from private or public agencies. The application by private or public agencies for funding must be submitted to and approved by statutorily mandated members of the MDT [ORS 418.747 (1)]. The agency's application to the MDT must be included as part of the county's application for CAMI Program grant funding and will include:

- an overview of the program's intervention plan
- required worksheets
- a budget
- a contract or letter of agreement between the agency and the MDT indicating the services to be provided

B. CREATING THE INTERVENTION PLAN

The IP section of the 2011-2013 CAMI MDT Request for Application considers a local inventory of needs and strengths related to the county's experience with child abuse and implementing a multidisciplinary response. The questions that follow are asked about the climate as it relates to child abuse and neglect, what children and families need, and what the MDT must do to satisfy those needs. CVSD E-Grants will provide prompts to complete the budget and upload materials such as protocols and assurances.

1). Describe the scope of child abuse in the county. Be specific and explain the uniqueness of this county's child abuse situation.

For example, is the county urban, rural county, or frontier? Describe the population. Is there a CAIC? How many children are served in a year? How many child abuse cases? Are there significant methamphetamine concerns? Is human trafficking/commercial sexual exploitation

of children a problem in the community? Describe what it is about this county that is unique to child abuse intervention.

2) Describe the critical needs of victims of child abuse in the county, including but not limited to, assessment, advocacy, and treatment. How did the county determine its critical needs?

3) Is there a Dedicated Medical Professional (DMP) on the MDT?

If not, outline the plan to recruit and train a medical professional to be available to the children in the county.

NOTE: *ORS 418.474 (12) states: (12) If, after reasonable effort, the team is not able to identify a designated medical professional described in subsection (9) of this section, the team shall develop a written plan outlining the necessary steps, recruitment and training needed to make such a medical professional available to the children of the county. The team shall also develop a written strategy to ensure that each child in the county who is a suspected victim of child abuse will receive a medical assessment in compliance with ORS 419B.023. This strategy, and the estimated fiscal impact of any necessary recruitment and training, shall be submitted to the Department of Justice no later than September 1, 2008. This information shall be included in each regular report to the Department of Justice for each reporting period in which a team is not able to identify a designated medical professional described in subsection (9) of this section. [1989 c.998 §4; 1991 c.451 §1; 1993 c.622 §5; 1995 c.134 §1; 1997 c.703 §2; 2001 c.900 §121; 2003 c.354 §2; 2005 c.562 §6; 2007 c.674 §6]*

4) Describe the MDT process.

For example: How often does the MDT meet? What is the meeting schedule? What happens during the meetings? How often are cases staffed? Under what circumstances are cases staffed? Are there subcommittees? What purposes do the subcommittees serve? What is the process when a new member joins the MDT?

5) Describe the MDT's needs to provide a coordinated multidisciplinary intervention for victims of child abuse.

For example:

The MDT must improve the cross reporting process to be more timely - this appears to be a supervisory matter at LEA and DHS. We need a dedicated DMP but also need to increase outreach and awareness to local hospital and emergency staff to work within child abuse investigation protocols set by this MDT. We need to be able to share protocol information and local requirements using the internet and video technology so that community providers can stay up to date with the needs of children they might see. And we need increased resources including children's mental health and safe homes for adolescent victims of sex trafficking. Overall, while the application process allowed our MDT to review and revise our protocol, we need to set aside semi-annual protocol compliance reviews to ensure that we are consistent.

VI. BUDGET

A. OVERVIEW

After the MDT has identified the child abuse intervention needs within the county and the activities required to comprehensively meet those needs, a budget is created to support the activities. The budget must document the expenditures listed in the intervention plan and be clear, detailed, and correctly calculated.

The 2011-2013 CAMI budget format is different than in previous CAMI MDT RFAs. The overall content is the same and the statutorily required service areas remain, but the structure is now inline with other grants administered by CVSD. Provide the budget and budget narrative for each year of the two year grant period. Allowable costs must go to the benefit of child abuse victims and the intervention service provided by the MDT. If staff time or supplies purchased with CAMI Program grant funds are to be shared locally for any reason beyond child abuse intervention, the costs must be prorated based on the amount of time designated for child abuse.

Pursuant to OAR 137-082-0220 there are four categories that the budget must still address:

1. Assessment: A medical assessment, intervention service or psycho-social assessment of children suspected of being victims of abuse and neglect.
2. Advocacy Services: Services that reduce additional trauma to the child victims and their families.
3. Treatment Services: Information, referral and therapeutic interventions for child abuse victims and their families.
4. "Eligible Expenses" (Other): Personnel costs for staff, interviewers, interpreters, district attorney staff, and expert witnesses; services and supplies, rent, capital purchases, and other operational expenses related to providing assessment, advocacy, or treatment services.

Each of the sections in the CVSD E-Grants budget includes a checkbox for the applicant to indicate which service area is being addressed with the cost. For example, if the MDT proposes to use CAMI Program grant funds to pay for a doctor as a staff person, then the CAMI Program funded costs would be indicated in the Personnel section and the "Assessment" checkbox would be marked for this position. The doctor's personnel expenses are tied to the MDT's Assessment work.

Note that Show Help in Budget Section of CVSD E-Grants includes explanations of the four required service areas. The actual service areas have not changed - only the appearance has changed.

An allocation guideline was included in the CAMI Program Request for Application (RFA) for the projected biennial allocation amount. For more information on expenses please see the Allowable and Unallowable Costs section on page 3.

B. REQUEST FOR AMENDMENTS

A Request for Amendment is used to request programmatic and/or financial changes associated with a grant award. Modifications to the grant-funded program or budget must be requested utilizing the *Request for Amendment process in CVSD E-Grants*. Refer to page 29, section E of the CVSD E-Grants user guide for information about how to complete this process in CVSD E-Grants.

It is the responsibility of the grantees to adhere to the approved program and budget as referenced in the grant agreement, or to request amendments. The main point to remember is that at no time may a requested modification change the scope of the original grant agreement. For example, if you propose to stop processing child abuse cases and instead use funding to promote early childhood education, CVSD would deny that request for a modification.

The grantee **must** obtain prior written approval from CVSD for

any changes to program purpose, budget, target population, program components, key program personnel, or planned performance measures.

1) Program Amendments

Please note that CVSD will consider if a grantee proposes or implements substantial plan changes to the extent, if originally submitted, the application would not have been approved during the award process.

While not an inclusive list, the following changes will require a ***performance or project modification***:

- Changing the target population to be served.
- Modifying the approach, or scope of any component of the program.
- Making any change in collaborative partnerships.
- Adding, deleting, increasing, or decreasing an activity or performance goal.

When requesting a ***performance or project modification***, a justification statement is required that includes a description of the reason(s) for the requested change and the effect of the requested change on the program goals and objectives. The request must include approval from the MDT as demonstrated by meeting minutes. CVSD will review each Amendment Request and will approve on a case-by-case basis.

Once the grantee has received written approval of a performance or project modification from CVSD, all future progress reports submitted must reflect any revised goals, activities, and/or performance measures.

2. Budget Amendments

A ***Request for Budget Amendment*** is required for any of the following circumstances:

1. Redirecting funds in or out of personnel (salary and/or benefits); OR
2. To reallocate dollar amounts among budget categories within the existing award amount if the change in any one category

exceeds the original budget by more than ten percent or \$500, whichever is less;

3. To add a budget category that did not exist in the original budget or to delete an existing category;

CVSD will review each Request for Budget Amendment (Appendix G) along with a revised Amendment Budget Form (Appendix H) and will approve on a case-by-case basis.

The grantee must obtain prior written approval from CVSD for any amendment requests and/or budget revisions prior to the change being implemented. All amendment requests must be received at least 45 days prior to the end of the award period to be considered during the final quarter of a grant award. Again, any request for modifications must be approved by the MDT as demonstrated in meeting minutes.

A complete revised budget will replace the existing budget in the CVSD grant file. Therefore, all line items that are to be included in your current budget must be completed in the proposed budget amendment form, not just the line item(s) for which the grantee is requesting revision.

If approved, CVSD staff will make the requested changes to the grantee's budget in the CVSD E-Grants system and the grantee will be notified of the approval via system notification within CVSD E-Grants. Once approved, all subsequent QFRs will automatically contain the amended grant budget. Grantees will not be able to submit QFRs while an amendment request is in process.

All requests for budget changes must be made and approved before expending any funds.

C. TRAINING OUTSIDE OF OREGON

If there is a need for training for the MDT or a member that cannot be met by resources available within Oregon, CAMI Program grant funds may support training outside of the state. For example, grant recipients may benefit by attending national

conferences that offer specialized training for MDT members. In order to maximize scarce CAMI Program grant funds, training outside of Oregon with a total cost of \$3,000 or more must receive prior approval by DOJ. If the out of state training was specifically identified in the IP and included sufficient detail indicating the location, the number of MDT members planning on attending and itemized costs, then prior approval by the DOJ is not required.

When requesting prior approval for out of state training, the following must be provided:

- Agenda
- Reason for attending
- A description of topics sufficient to establish that training is for MDT member skill development
- Itemized costs
- An explanation why comparable training is unavailable within Oregon

D. Basic Standards for Account Management

1. Accounting Systems Each grantee is responsible for establishing and maintaining an adequate system of accounting and internal controls. Each grantee is also responsible for ensuring that an adequate system exists for any subcontractors, when applicable. The grantee is free to use any accounting system that the grant recipient has established if the system meets the following minimum criteria:

- Each grant should be accounted for separately. Each grant award is regarded as coming from a separate fund source and should be accounted for as such. All grant records should reflect the grant number listed on the award documents;
- Entries in the accounting records should refer to manual documentation that supports the entry and which can be readily located;
- Receipts should be classified by source of funding (i.e., the name and number of the grant to which the associated costs have been charged). As a matter of convenience,

grantees are encouraged to use the grant award number assigned to the grant by DOJ CVSD, unless currently existing agency coding structures prevents this practice. If costs attributable to the grant program include those from sources other than the federal grant, such as match, donations, income earned by the grant, or funds from other sources, this should be clearly noted on receipts;

- Expenditures should be classified by the budget categories included in the grant application. All expenditure documents, regardless of type, must include the assigned grant number. Non-federal matching funds required at the grant level must be classified in these same budget categories;
- The accounting system must be such as to provide adequate information for the prompt and accurate submission of QFRs;
- The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies. The internal controls should be documented in written procedures and be followed consistently;
- The accounting system should include a system of property records for all equipment. At a minimum this should include information on the acquisition date, serial numbers, equipment value and funding source(s) used to obtain the items (please refer to Appendix B for more information);
- All required financial records shall be maintained for three years from the date of the end of the federal grant period or until all questions arising from audits have been resolved, if questions cannot be resolved within three years; and
- A file shall be kept on the CAMI grant. The file should reflect the grant number and contain at least the following items:
 - a. Grant award documents;
 - b. Grant amendments or any changes to the grant award;
 - c. Supporting documentation of any expenditures pertaining to this grant
(i.e., original receipts, invoices, etc.);

- d. Documentation of employee and volunteer timesheets as pertains to the grant;
 - e. Signed copies of any contract supported by the grant;
 - f. Property records of equipment purchased with CAMI grant funds, including serial numbers; and
 - j. Other pertinent information (i.e., correspondence with grant monitor, memos from DOJ CVSD, training information, etc.)
- Additionally, it is recommended that the following items are retained with those listed above: CAMI Grant Management Handbook, reporting requirements, monthly revenue and expenditure reports, DOJ CVSD reports such as site visits and DOJ CVSD Request for Application (RFA).

2. Commingling of Funds

The accounting system of all grantees must ensure that CAMI funds are not commingled with funds from any other source. Funds specifically budgeted and/or received for one grant project may not be used to support another. Revenues and expenditures for each grant should be separately identified and tracked within the grantee's accounting system or records. Where a grantee's accounting system cannot comply with this requirement, the grantee shall establish a system to provide adequate fund accountability for each grant awarded.

Funds should not be commingled on a program-by-program or project-by-project basis. Individual accounts or cost centers should be established to control the funds for each grant. Proof of this will be requested as part of a site visit or desk audit.

VII. MDT PROTOCOLS

A. REQUIRED PROTOCOLS

Beginning in 2011, the CAMI Program requires that MDT Child Abuse

Intervention Protocols be divided into five specific components. Each component will be a separate file to upload to the application in CVSD E-Grants.

The protocol components are:

1. Child Abuse Investigation Protocols [Include Sensitive Case Protocol (ORS 418.747(8))]
2. Karly's Law Protocol
3. Drug Endangered Children Protocol
4. Child Fatality Review Protocol
5. Compliance Mechanism

While the MDT IP ties the MDTs work to the CAMI Program, the MDT's Child Abuse Intervention Protocols tie the MDT to the community. Protocols *must* be developed with input from the MDT and should be designed to address specific system and stakeholder processes in the community that affect the way child abuse cases are handled.

Protocols should be living documents that teams review regularly - at least every two years in advance of grant application submission. MDT performance should be evaluated locally based on compliance with the protocols. If necessary, protocols should be updated based on the results from the compliance evaluation. Most importantly, protocols should reflect the MDT's understanding of and investment in the child abuse response that best serves the county.

Do not restate statute when creating protocol. Use statutory language to frame the protocol, but fill the frame with local plans and expectations.

Each protocol section should clearly show the date of most current update. MDT members will verify approval for the protocols by signing the MDT Approval and Assurances page.

B. LEGISLATIVE CHANGES

Any change in a statute regarding child abuse investigation

requires a change in MDT protocols. The MDT compliance mechanism, cross reporting, and Karly's Law are all examples of how changes in Oregon statute altered the way the MDT conducts child abuse investigations and impacted the protocols.

Each application cycle, the DOJ will, to the best of its ability, notify the MDT of important statutory changes. The MDT is required to update protocols accordingly and submit a copy of the most recent protocol to the DOJ.

C. ROLE DEFINITION

ORS 418.783 (1) (a) states: "Establish and maintain a coordinated multidisciplinary community-based system for responding to allegations of child abuse that is sensitive to the needs of children". This mandate by the Oregon legislature is the basis for the creation of the MDT. The legislature recognized that the multidisciplinary approach to child abuse investigations reduced duplication of efforts by agencies and community partners, ensured good professional working relationships over time through collaboration, and, most importantly, reduced trauma to the child victim and their family.

Collaboration is the key to developing successful protocols and ensuring that they are followed. Participation from all MDT members results in protocols that are clear, concise, and easy to follow. Clearly defined roles for MDT members ensure that each individual knows what their responsibilities and duties are, and the team is aware of the role each agency plays.

According to ORS 418.747 (1), the MDT shall include, but is not limited to, representatives from the following agencies:

- District Attorney
- Law Enforcement
- DHS Child protective Service Workers
- School Officials
- County Health Department
- County Mental Health Department

- CAIC
- Juvenile Department

Other representatives often included on the MDT are:

- Court Appointed Special Advocates (CASA)
- Hospital or Medical Personnel
- District Attorney's Office Victim Assistance Programs •
Parole and Probation
- Commission on Children and Families
- Early Intervention

Each MDT is responsible for identifying an MDT Chair and Coordinator, and their roles and responsibilities should also be clearly defined. CAMI will look to the chair of the MDT, or the District Attorney, to ensure that local support is maintained and conflicts resolved appropriately. The Chair is responsible for ensuring that protocols are in place and MDT partner agencies adhere to the protocols to the greatest extent possible. The MDT Chair may need to work with local department heads and administrators to maintain local commitment to the MDT process.

D. PROTOCOL TRAINING

The CAMI Program encourages the MDT to conduct annual protocol trainings to ensure that all members understand and follow MDT protocols. This type of training will allow new members to understand the protocols and keep more experienced members up to date regarding any changes in protocol. If the MDT has a protocol revision subcommittee, this should be one of their responsibilities.

VIII. MDT POSITIVE PRACTICES

The MDT should know what is happening with child abuse cases in the county. This includes criminal neglect, drug endangered children, commercial exploitation, as well as physical and sexual abuse. The MDT collectively should be the gate keeper, and take the lead on fixing deficiencies that exist across the provider network. With DHS, LEA and prosecution at the table,

gaps should become easier to close.

However, *comprehensive* services do not begin and end with the three legs DA, DHS, and LEA. ORS requires schools, mental health, and medical providers to participate in the process so that the complete immediate needs of child abuse victims and their non-offending family members be addressed. This may include referrals for ongoing care beyond the scope of the MDT. It may include consultation or insight offered during case reviews so that LEA or DA partners have more insight into the mental health needs or behaviors of victims during the investigation. It may include a school counselor offering insight into behaviors seen or rumors heard at school.

The full cadre of MDT collaboration is designed to address the complexity of child abuse in a collaborative manner. It is the collective expertise of the MDT that helps children and families overcome the horror of child abuse while simultaneously assisting a successful prosecution of the crime itself.

A. CONFIDENTIALITY

ORS 418.795 (1) states: "All information and records acquired by a county multidisciplinary child abuse team established under ORS 418.747 or a child fatality review team established under ORS 418.785 in the exercise of its duties are confidential and may be disclosed only when necessary to carry out the purposes of the child abuse investigation or the child fatality review process".

The MDT confidentiality statement should be included on the MDT attendance sheet so that it is signed by every member at every meeting.

A sample of s strong confidentiality statement:

Confidentiality is essential to the Multidisciplinary Team review process. During MDT business, information about the child victim, the child victim's family, the alleged perpetrator, and others will be shared. All of this information is provided with the legal requirement that MDT business is confidential. Each and every participant in the MDT process agrees not to disclose any information provided at an MDT proceeding unless otherwise required or appropriate under the law or by court order.

My signature below certifies that I have read and understand the information above as well as confidentiality information contained in the MDT Protocol. I further understand and agree that I have a duty to abide by the laws and policies governing the preservation of confidential information and that I will abide by those laws and policies. I understand that it is my responsibility, if in doubt, to ask for clarification of the applicable laws, rules, and policies.

B. NEW MEMBER ORIENTATION

The CAMI Program encourages every MDT to develop a new member orientation manual or handbook to provide new members with the information they need to be an active and effective participant on the MDT

At a minimum, a new member orientation handbook should contain:

- A list of MDT member agencies with contact information
- MDT member role definitions
- MDT Protocols
- Meeting dates and times
- A list of acronyms
- The statutes and rules that apply to MDT and child abuse investigations
- A summary of what types of cases are reviewed at MDT meetings
- Meeting guidelines and etiquette

C. SUBCOMMITTEES

In addition to the challenge of child abuse investigation, the MDT is responsible for managing the CAMI Program grant funds and conducting MDT financial and administrative business. Since MDT caseloads are large and there may not be time to sufficiently review finances and other business at regular meetings, the CAMI Program encourages the development of subcommittees to deal with these issues.

Subcommittees may include (but are not limited to):

BUDGET SUBCOMMITTEES

A budget subcommittee ensures that there is a specific set of checks and balances in place to track CAMI Program grant funds. This may include verifying and approving that expenditures have been spent in accordance with the intervention plan, or reviewing and awarding MDT member requests for training funds.

PROTOCOL REVISION SUBCOMMITTEE

The purpose of the protocol revision subcommittee is to review and update protocols on a regular basis, dependant on protocol development needs of the MDT and/or legislative changes. A protocol revision subcommittee can ensure that protocols are always current; this is especially helpful during the CAMI Program biennial MDT grant application.

D. CONFLICT RESOLUTION

The CAMI Program encourages the MDT to develop a conflict resolution policy to provide the framework for members to effectively discuss issues and reach resolution. The MDT that is able to resolve conflict effectively is stronger and more collaborative, and better able to handle the challenges of MDT case work.

E. MDT MEETING AGENDAS AND MINUTES

Although MDTs are closed groups and conduct discussions of confidential nature, MDTs are considered public bodies. As such, MDTs must keep minutes of every MDT meeting. When the MDT enters into confidential case review, the meeting should be called into "Executive Session." This will protect confidential client information from disclosure and discovery, and allow the MDT to refer to the discussion without detailing the discussion.

MDT meeting agendas and minutes must be retained for review by the CAMI Program. All meetings should have a complete agenda distributed which includes discussion topics and types of cases to review. Oregon law intends for the MDT to review Karly's Law

cases. Therefore, MDT meetings agenda items must include regular review of cases.

Meeting minutes detailing discussion regarding MDT business and any resulting decisions should be maintained by the MDT Coordinator or person assigned by the MDT. The MDT Coordinator should combine the attendance record with the agenda and minutes. Not only will this will become part of the written history of the MDT, but these records are invaluable for any business discussions or decisions between the MDT and DOJ. CVSD will require meeting minutes to verify that the MDT approves any changes in budget, intervention plan, or protocol.

Note: CAMI staff recommends that the MDT schedule regular time for general business discussions. Consider scheduling 30 minutes quarterly to review MDT business requirements such as upcoming report deadlines, budget redirects, protocol compliance discussions, or current training opportunities. Or, take 15 minutes at the beginning of every meeting for CAMI administrative business.

F. Expense Tracking

CAMI funds may be expended only according to the approved budget. CAMI staff will review expenses through the quarterly financial reporting process. To ensure clean and effective financial review, MDTs should maintain detailed records for all CAMI funds expended. Such records should include time tracking for staff funded by CAMI, receipts for items purchased, and an ability to track items purchase for allowable use. CAMI funds should always be easily connected to time records or invoices so that every expense aligns to an allowable cost.

IX. SITE VISIT

A CAMI Program site visit is an opportunity for the MDT and DOJ to check in with one another. A site visit may be prompted by routine (once every 24 months), a request by the grantee, or

concerns of the CAMI Program regarding the handling of grant funds or the functioning of the MDT, RSP, or CAIC.

Prior to the site visit, the CAMI Program Coordinator will host a teleconference with the MDT Coordinator or Chair to gather information. After the conference call portion, the CAMI Program Coordinator will inform the MDT Coordinator or Chair of items that require review during the site visit.

The phone interview takes approximately 90 minutes. The actual site visit takes approximately four hours.

The site visit typically includes a review of the following:

- MDT and/or RSP/CAIC Program administration records
- Financial reporting and accounting records
- Systems and controls
- Verification of compliance with state regulations and guidelines

Each grantee is responsible for keeping records that fully disclose the amount and disposition of the proceeds of the grant. This includes financial documentation for disbursements, daily time/attendance records for CAMI Program grant funded staff positions, position descriptions, contracts for services, receipts and other records which facilitate an effective site visit.

Records shall also be kept for the cost of the activities outlined in the MDT IP and the amount and disposition of the proceeds of all CAMI Program grant funds. The procedures developed by each grant must provide for the accurate and timely recording of the receipt of funds, expenditures and unexpended balances. Adequate documentation of each transaction shall be maintained to permit the determination of the accuracy of the records and whether expenditures charged to grant funds are allowable.

Keeping thorough and organized records will ensure that an efficient site visit will take place and additional time will be

available for the MDT or staff to ask questions or solicit additional information and/or technical assistance from the CAMI Program Coordinator.

In addition to reviewing records and documents during the site visit, the CAMI Program Coordinator may also attend an MDT meeting or meet with the MDT Chair. This will allow the CAMI Program and DOJ to experience what is happening in the field and determine if there are any child abuse intervention needs that are not being met, or specific MDT functions that should be addressed.

X. REGIONAL SERVICE PROVIDERS

A. OVERVIEW

A Regional Assessment Center is defined in ORS 418.782 (4) as “a facility operated by a community assessment center that provides child abuse medical assessments, assistance with difficult or complex child abuse medical assessments, education, training, consultation, technical assistance and referral services for community assessment centers or county multidisciplinary teams in a region or regions designated by the administrator of the [CAMI] Program.”.

“Regional Assessment Center” has been customarily known and referred to as a “Regional Service Provider”; therefore, in this handbook the term shall be Regional Service Provider (RSP) and the term “regional services” shall mean services performed by a Regional Service Provider.

RSPs were created in 1991 when the legislature identified a need for the services listed in statute to be provided to CAICs and MDTs. Funding was not provided for RSPs until 1997, when a slight increase in unitary assessment fines provided the necessary revenue.

In order to apply for a CAMI Program RSP grant, applicants must meet the following eligibility criteria:

- Be a public or private non-profit agency that has demonstrated the ability to provide quality community assessment services for a period of at least two years.
- Be a public or private non-profit agency whose mission includes the provision of services to victims of child abuse and neglect.

Although not required by statute or rule, participating in Oregon Network of Child Abuse Intervention Centers indicates a level of professional connection with the field. This connection will enhance the strength of the overall RSP application.

Other statutory applicant requirements can be found in ORS 418.788 and 418.790.

B. CORE REGIONAL SERVICES

DOJ and the Advisory Council on Child Abuse Assessment identified the following core services to be provided by RSPs:

- Complex case consultation
- Peer review for forensic interviewers and medical assessments
- Forensic child interviewing training
- Medical assessment training
- Referral and information
- Outreach
- Expert witness testimony and referral

COMPLEX CASE CONSULTATION

A complex case is one in which the local CAIC or MDT determines the need for assistance from an RSP in order to perform or complete a child abuse medical assessment or to evaluate, diagnose or treat a victim of child abuse. Consultation means discussions between an RSP and MDT members or staff from a CAIC regarding individual cases involving child abuse, child abuse

medical assessments or related topics.

PEER REVIEW FOR FORENSIC INTERVIEWS AND MEDICAL ASSESSMENTS

Peer review is a forum for professionals to come together to review forensic interviews and medical assessments and provide constructive feedback to the persons conducting the interview or assessment. Peer reviews may be conducted in person, via teleconference or online.

FORENSIC CHILD INTERVIEWING TRAINING

The RSP will provide training regarding the forensic interviewing of children, largely based upon the Oregon Interviewing Guidelines (available from the DOJ website at: <http://www.doj.state.or.us/crimev/cami.shtml>). The training may be conducted by an interviewer from the RSP, or by an interviewer the center contracts with to provide the training within the proposed service region. Since forensic interviewing of children is such a broad topic, other specialized aspects (such as interviewing children with disabilities) may also be requested by constituents. If this is the case, the RSP may use their own expert to provide training, provide a referral to a qualified instructor or training, or contract with an interviewer or agency to provide this specialized training.

MEDICAL ASSESSMENT TRAINING

The RSP will provide training regarding the medical assessment of children, largely based upon the Oregon Medical Guidelines (available from the DOJ website at: <http://www.doj.state.or.us/crimev/cami.shtml>) and may be conducted by a medical practitioner within the RSP, or by a practitioner the center contracts with to provide the training within the proposed service region. For more specialized training on this topic, the RSP may use their own medical expert, provide a referral to a qualified instructor or training, or they contract with a practitioner or agency to provide this

specialized training.

REFERRAL AND INFORMATION

As the needs of MDTs and CAICs vary greatly, there will often be service requests that the RSP is unable to meet. In some cases, the RSP may not have the expertise to fulfill the service request; in other cases the service request may fall outside of the core regional services and the responsibility of the center providing those services. In these cases, the RSP must provide the constituent with assistance and information that will facilitate their access to the services they are requesting.

OUTREACH

The RSP is responsible for conducting outreach to MDTs and CAICs within their proposed service region. Through outreach, the center must:

- Establish a point of contact within each MDT and CAIC in the region.
- Convey what services they have to offer MDTs and CAICs in the region.
- Gather information regarding what core regional services might be needed from each MDT and CAIC in the region.
- Follow up with MDTs and CAICs in the region on a regular basis for a status or to find out if they have any service requests.

EXPERT WITNESS TESTIMONY AND REFERRAL

This service is to facilitate access to expert witnesses for the purposes of testifying in child abuse cases. These experts may be housed within the RSP or the center may provide constituents with a referral to other expert witnesses throughout the state if appropriate. Regional services funds are not intended to cover the expert witness fees or traveling costs incurred by an expert witness. These costs must be provided for by the entity requesting the expert witness testimony.

C. ADMINISTRATIVE COORDINATION AND REQUIREMENTS

QUARTERLY MEETINGS

Directors of each RSP will attend quarterly meetings facilitated by DOJ that will take place in each of the five assigned regions. Teleconferencing will be made available during periods of inclement weather or emergency

INVOICING SERVICES

Each RSP shall provide a process detailing how to invoice one another for services provided to constituents outside of their respective service regions, and how they will coordinate with other regional services providers to ensure a clear, fair, and efficient invoicing process and procedure.

XI.

THE CRIME VICTIMS' SERVICES DIVISION (CVSD)

CVSD is one of eight divisions located within the Oregon Department of Justice. CVSD has the responsibility of administering major statewide programs on behalf of victims of crime. The programs are:

- [Crime Victims' Compensation Program \(CVCP\) and Collection Unit](#)
- [CFAA Unitary Assessment \(UA\) Funding](#)
- [Federal Victims of Crime Act \(VOCA\) Grant Program](#)
- [Federal Violence Against Women Act \(VAWA\) Grant Program](#)
- [Recovery Act VAWA & VOCA Grant Programs](#)
- [Child Abuse Multidisciplinary Intervention \(CAMI\) Account](#)
- [Oregon Domestic and Sexual Violence Services ODSVS Fund \(ODSVS\)](#)
- [State Crime Victims Grant Program](#)
- [The Address Confidentiality Program \(ACP\)](#)
- Crime Victims' Rights
 - [Crime Victims' Rights Compliance Program](#)
 - [Post-Conviction Victim Advocacy Program](#)
- [Sexual Assault Services Program Formula Grant \(SASP\)](#)
- [Intimate Partner Violence and Pregnancy Grant \(IPV & Pregnancy\)](#)

These programs are each separate, but very connected in our mission of serving crime victims in the most effective and

sensitive manner. It is our division's goal and mission to improve the treatment of all victims of crime. This goal is fulfilled through providing victims with the assistance and the services necessary to speed their restoration while supporting and aiding them as they move through the criminal justice system.

For information about the Compensation program or any CVSD program, call 503-378-5348, or visit <http://www.doj.state.or.us/crimev/index.shtml>

Appendices:

- Appendix A: MDT Site Visit Form
- Appendix B: RSP Site Visit Form
- Appendix C: List of CAMI Acronyms
- Appendix D: Glossary of CAMI Terms
- Appendix E: List of Web Links (resources)

Appendix A: MDT Site Visit Form



**OREGON DEPARTMENT OF JUSTICE
Crime Victims' Services Division
Phone Review & Site Visit
Monitoring Instrument**

Agency/Program Name:	
Telephone Review Date:	
In Person Visit Date:	
Grant Monitor(s):	
Office Hours: (open to the public/open for appointments)	
Physical Address: (if not on current application, please indicate here)	
Program Contact:	

Fiscal Contact:	
Site Visit Schedule: <i>(Please contact the appropriate Fiscal Officer so we may meet during this visit.)</i>	

VOCA Grant:

Grant Number	Grant Type	Grant Amount	Match Amount	Time Period

Position Funded	FTE	Name of Staff	Changes in Job

VAWA Grant:

Grant Number	Grant Type	Grant Amount	Match Amount	Time Period

Position Funded	FTE	Name of Staff	Changes in Job

ODSVS Grant:

Grant Number	Grant Type	Grant Amount	Match Amount	Time Period

Position Funded	FTE	Name of Staff	Changes in Job

Other (Insert) Grant:

Grant Number	Grant Type	Grant Amount	Match Amount	Time Period

Position Funded	FTE	Name of Staff	Changes in Job

Comments:

Attribute	Yes	No	Comments	Action
1. Represent Community	<input type="checkbox"/>	<input type="checkbox"/>		
2. Appropriate Size	<input type="checkbox"/>	<input type="checkbox"/>		
3. All Positions Filled	<input type="checkbox"/>	<input type="checkbox"/>		
4. Conflict of Interest Policy	<input type="checkbox"/>	<input type="checkbox"/>		
5. Active in Program	<input type="checkbox"/>	<input type="checkbox"/>		
6. Productive Relationship with Director/Coordinator	<input type="checkbox"/>	<input type="checkbox"/>		
7. Regularly Scheduled Meetings	<input type="checkbox"/>	<input type="checkbox"/>		
8. Meeting Minutes (provide minutes from 2 meetings)	<input type="checkbox"/>	<input type="checkbox"/>		
9. Quorum at All Meetings	<input type="checkbox"/>	<input type="checkbox"/>		
10. Approve Budget	<input type="checkbox"/>	<input type="checkbox"/>		
11. Authorize Expenditures	<input type="checkbox"/>	<input type="checkbox"/>		

12. Notify CVSD if there is a Change in Exe. Director.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Training	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A. HUMAN RESOURCES & COMMUNITY PARTNERSHIPS

1. Board of Directors (Non Profits Only):

2. Personnel

Attribute	Yes	No	Comments	Action
1. Culturally Representative	<input type="checkbox"/>	<input type="checkbox"/>		
2. Orientation Training	<input type="checkbox"/>	<input type="checkbox"/>		
3. Ongoing Staff Development	<input type="checkbox"/>	<input type="checkbox"/>		
4. Grant-funded staff have read and understand grant materials <ul style="list-style-type: none"> • Informed on goals/object/PM? • Tracking for reporting? • Understand fund specific requirements 	<input type="checkbox"/>	<input type="checkbox"/>		
5. Staff Change <ul style="list-style-type: none"> • Are all grant funded positions currently filled • Have there been gaps in any grant funded positions during grant period. 	<input type="checkbox"/>	<input type="checkbox"/>		
6. High Turnover Rate	<input type="checkbox"/>	<input type="checkbox"/>		

3. Volunteers:

Attribute	Yes	No	Comments	Action
1. Recruitment	<input type="checkbox"/>	<input type="checkbox"/>		
2. Basic Training/Orientation	<input type="checkbox"/>	<input type="checkbox"/>		
3. On-Going Training	<input type="checkbox"/>	<input type="checkbox"/>		
4. Supervision <ul style="list-style-type: none"> • If VAWA funds support a Vol. Coordinator, volunteer statistics must be reported on Muskie. 	<input type="checkbox"/>	<input type="checkbox"/>		
5. Culturally Representative	<input type="checkbox"/>	<input type="checkbox"/>		
6. Workload Reasonable	<input type="checkbox"/>	<input type="checkbox"/>		
7. High Turnover Rate	<input type="checkbox"/>	<input type="checkbox"/>		
8. Interns	<input type="checkbox"/>	<input type="checkbox"/>		

4. Community Partnerships:

Attribute	Yes	No	Comments	Action
1. Law Enforcement	<input type="checkbox"/>	<input type="checkbox"/>		
2. Social Service Agencies	<input type="checkbox"/>	<input type="checkbox"/>		
3. Multi-Disciplinary Team	<input type="checkbox"/>	<input type="checkbox"/>		
4. Elder Abuse Task Force	<input type="checkbox"/>	<input type="checkbox"/>		
5. Family Violence/DV Council or DART/DVERT	<input type="checkbox"/>	<input type="checkbox"/>		
6. Sexual Assault Task Force/SART	<input type="checkbox"/>	<input type="checkbox"/>		
7. Underserved, Marginalized, and/or Oppressed Communities/Groups <ul style="list-style-type: none"> • Outreach 	<input type="checkbox"/>	<input type="checkbox"/>		

8. Tribal Nations agreements vs collaborations • formal vs informal • funds given to Tribal nations vice versa • clear understanding of the relationship and responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>		
9. District Attorney based VAP	<input type="checkbox"/>	<input type="checkbox"/>		
10. CVRW & DV/SA/CAA Month Participation	<input type="checkbox"/>	<input type="checkbox"/>		

B. AGENCY INFRASTRUCTURE

1. Recent documents reviewed by CVSD Staff: Each grantee is required to maintain statutorily required civil rights statistics on victims' services by race, national origin, sex, age and disability. Non- personal identifying, aggregate only. These civil rights stats must be kept on file with other VAWA/VOCA grant documentation and must correspond with each grant period.

Document	Date	Comment	Action
Organizational Chart			
Staff Roster			
Annual Budget			
Annual Revenue Summary			

*990

*Civil Rights Appendices

2. Planning, Policy & Procedures (View All)	<input type="checkbox"/>	<input type="checkbox"/>	First three are really best practice.	
Having a separate policy and volunteer manual for VAP is also a best practice	<input type="checkbox"/>	<input type="checkbox"/>		
		No	Comments	Action
Attribute	<input type="checkbox"/>	<input type="checkbox"/>		
1. Mission Statement	<input type="checkbox"/>	<input type="checkbox"/>		
2. Strategic Plan	<input type="checkbox"/>	<input type="checkbox"/>		
3. Cultural Competency	<input type="checkbox"/>	<input type="checkbox"/>	Plan/Training	
4. Agency Policy & Procedure Manual	<input type="checkbox"/>	<input type="checkbox"/>		
5. Volunteers Policy & Procedure Manual	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		

6. Grievance Policy (Staff & Clients)

7. Confidentiality/Release of Information Policies

8. CVCP Procedures/Policies

- 9. Criminal History Verification Policy**
(Grant agreement requires a policy
be in place)
a. What is the process for staff versus

volunteers				
10. *Policies of Equal Opportunity Employer posted at all worksites (i.e. Non-Discrimination, Drug-Free Workplace)	<input type="checkbox"/>	<input type="checkbox"/>		
11. Agency Brochure	<input type="checkbox"/>	<input type="checkbox"/>		

3. Contracts & Memorandum of Understanding (MOU)

- This only refers to subcontracts and MOU's using CVSD grant funds.
- Meet or at minimum have a phone conversation with MOU partners (coordinated project activities w/out grant funds)
- Subgrantee must assure that subcontractor is held to same federal requirements as subgrantee (consultant fees, per diem rates, etc.). The subgrantee is responsible for monitoring the subcontractor and determining that all fiscal and programmatic responsibilities are fulfilled.

A. Memorandum of Understanding (MOU)

Not Applicable

<input type="checkbox"/> ODSVS	<input type="checkbox"/> VAWA	Yes	No	<input type="checkbox"/> VOCA Comments	<input type="checkbox"/> CAMI	Action
Attribute						
1. Signed MOU(s) on file		<input type="checkbox"/>	<input type="checkbox"/>			
2. Does the grantee verify, through monitoring or other means, that MOU deliverables are being provided as stated in the MOU?		<input type="checkbox"/>	<input type="checkbox"/>			

B. Sub-Contracts

Not Applicable

<input type="checkbox"/> ODSVS	<input type="checkbox"/> VAWA	Yes	No	<input type="checkbox"/> VOCA Comments	<input type="checkbox"/> CAMI	Action
Attribute						
1. Signed Subcontract(s) on file		<input type="checkbox"/>	<input type="checkbox"/>			
2. Subcontractor can describe program goals/objectives		<input type="checkbox"/>	<input type="checkbox"/>			
3. Subcontractor can describe grantee and subcontractor roles and responsibilities.		<input type="checkbox"/>	<input type="checkbox"/>			
4. Are the subcontractors performing the work described in the MOU and the subcontract?		<input type="checkbox"/>	<input type="checkbox"/>			
5. Does the grantee verify, through monitoring or other means, that contract deliverables are being provided		<input type="checkbox"/>	<input type="checkbox"/>			

as stated in the subcontract?

6. Does the grantee have an established procurement procedure?
 - a. Federal guidelines apply for VAWA/

VOCA grants. If no other procedures are established, federal guidelines apply.				
7. Grantee ensures that subcontract payments are not made unless receipt of goods or services is verified. • Expenditures align with subcontract agreement and budget.	<input type="checkbox"/>	<input type="checkbox"/>		
8. Grantee has documentation (invoice) supporting subcontractor request for payment.	<input type="checkbox"/>	<input type="checkbox"/>		

4. Fiscal Management (General & Grant-Specific):

Attribute	Yes	No	Comments	Action
1. Liability Insurance Coverage	<input type="checkbox"/>	<input type="checkbox"/>		
2. Formal Accounting System	<input type="checkbox"/>	<input type="checkbox"/>		
3. Understanding of Allowable Expenses for each grant fund.	<input type="checkbox"/>	<input type="checkbox"/>		
4. Expenditures & obligations coincide with grant & budget	<input type="checkbox"/>	<input type="checkbox"/>		
5. Program/Budget Amendment (redirect) & Justification Process b. CVSD Amendment Policy c. Amendments in E-Grants	<input type="checkbox"/>	<input type="checkbox"/>		
6. Records Separate from other funding sources	<input type="checkbox"/>	<input type="checkbox"/>		
7. Records Safe/Secure	<input type="checkbox"/>	<input type="checkbox"/>		
8. Separation of Duties/checks and Balances in Place • Are responsibilities for supervision & time keeping, personnel, payroll processing, disbursements, and general ledger functions assigned to provide division of duties.	<input type="checkbox"/>	<input type="checkbox"/>		
9. 2 Signature Checks Policy	<input type="checkbox"/>	<input type="checkbox"/>		
10. Retention of Records	<input type="checkbox"/>	<input type="checkbox"/>		
11. *Audit Required? (Expended \$500k or more in Federal Funds in the Past Year?)	<input type="checkbox"/>	<input type="checkbox"/>		
a. Copy of Audit Report sent to CVSD (provide website/electronic copy if possible)	<input type="checkbox"/>	<input type="checkbox"/>		
13. *Supplanting Supplementing existing funds and not replacing. This pertinent to VAWA/VOCA	<input type="checkbox"/>	<input type="checkbox"/>		

5. Equipment: Equipment means tangible non-expendable personal property including exempt property charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit (2 CFR Part 215).

Attribute	Yes	No	Comments.	Action
1. Has the Agency purchased or has NA plans to purchase equipment under grant.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Equipment purchases are supported with appropriate documentation (receipts)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> • Receipts match the ledger • View actual equipment item 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Inventory Kept a. USDOJ Financial guide details this.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Equipment used for Victim Services only	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Disposition of Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> • Federal requirement: 3 yrs for records for equipment once the item has been replaced/transferred, etc. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attribute	Yes	No	Comments	Action
1. *During the last 3 years, has a Federal or State Court or a Federal or State Administrative agency issued a finding of discrimination against the subgrantee after a due process hearing on the grounds of race, color, national origin, age, sex, religion or disability?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. *If applicable, verify that the grantee submitted an EEOP certification form or an EEOP to Office for Civil Rights, Office of Justice Programs, US DOJ, Washington D.C. 20531 (Exhibit D of grant agreement).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Does the grantee need any civil rights training or technical assistance regarding its duties to comply with the applicable civil rights laws?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Lawsuits Pending?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C. COMPLIANCE (Grant Files & Reporting): View all Grant Files. How has using E-grants changed the way grant information is being organized?

Attribute	Yes No	Comments	Action
1. Separated Grants on File			

2. Cover Sheet	<input type="checkbox"/>	<input type="checkbox"/>		
3. Grant Agreement & Amendments	<input type="checkbox"/>	<input type="checkbox"/>		
4. Current Budget & Narrative	<input type="checkbox"/>	<input type="checkbox"/>		
5. Current Project Description	<input type="checkbox"/>	<input type="checkbox"/>		
6. Current Goals & Objectives	<input type="checkbox"/>	<input type="checkbox"/>		
7. Copies of Contracts (as applicable)	<input type="checkbox"/>	<input type="checkbox"/>		
8. Copies of MOUs (as applicable)	<input type="checkbox"/>	<input type="checkbox"/>		

2. Financial Reporting: (View All) This section will be completed during the site visit.

Attribute	Yes	No	Comments	Action
<p>1. Expenditures Documented</p> <p>a. Do expenditures require an approval by a supervisor to ensure costs are authorized, allowable and consistent w/the grant agreement?</p> <p>b. All costs are allowable</p> <p>c. All costs are expended in accordance with the approved budget.</p> <p>d. Grantee is not obligating grant funds before the beginning, or after the end of the grant period.</p> <p>e. Spending is on track.</p>	<input type="checkbox"/>	<input type="checkbox"/>		
<p>2. Receipts Labeled and Filed</p> <ul style="list-style-type: none"> • Receipts align with ledger and are filed with QFR 	<input type="checkbox"/>	<input type="checkbox"/>		
3. Mileage recorded (Grant-funded)	<input type="checkbox"/>	<input type="checkbox"/>		
<p>4. Travel Guidelines followed</p> <p>a. Reimbursement for travel does not include meals provided by conference/training.</p> <p>b. Proof of attendance available</p>	<input type="checkbox"/>	<input type="checkbox"/>		
<p>5. Timesheets/Salary Records</p> <p>a. Positions partially funded by the grant clearly and accurately reflect the allocations and align with the approved budget.</p> <p>b. Are records maintained showing hours worked for each program and approved.</p> <p>c. Are completed payroll charges reviewed before disbursements are made.</p> <p>d. Are confidential payroll records and reports adequately safeguarded.</p>	<input type="checkbox"/>	<input type="checkbox"/>		
<p>6. Documentation of Volunteer Hours used as match</p> <p>a. View the tracking system used to report volunteers hours for the previous quarter.</p> <p>b. Volunteer time used for in-kind match is appropriately documented and not used for</p>	<input type="checkbox"/>	<input type="checkbox"/>		

other match.				
7. Volunteer Benefit Rate Reasonable a. The rate does not exceed the \$\$ per hour rate for staff with the same responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>		
8. Source & amount of match verified for each period a. View the tracking system for match including volunteers	<input type="checkbox"/>	<input type="checkbox"/>		
9. Sufficient documentation of determining match (in-kind, cash)	<input type="checkbox"/>	<input type="checkbox"/>		
10. Match is not included as contribution for other federal funds	<input type="checkbox"/>	<input type="checkbox"/>		
11. Financial reports reconciled with project budget & prior grant reports (Non E-Grant question) a. Revenue/Expenditure reports align w/project budget and the financial report	<input type="checkbox"/>	<input type="checkbox"/>		
12. Concerns with past reports	<input type="checkbox"/>	<input type="checkbox"/>		

3. Statistical Reporting: (View All)

Attribute	Yes	No	Comments	Action
1. Understand "non-duplicated victims"	<input type="checkbox"/>	<input type="checkbox"/>		
2. Understand service definitions	<input type="checkbox"/>	<input type="checkbox"/>		
3. Understand volunteer hour reporting	<input type="checkbox"/>	<input type="checkbox"/>		
4. Statistical record-keeping	<input type="checkbox"/>	<input type="checkbox"/>		
5. Documentation kept with each report	<input type="checkbox"/>	<input type="checkbox"/>		
6. *Civil Rights Information • View tracking of this information	<input type="checkbox"/>	<input type="checkbox"/>		
7. Concerns with past reports	<input type="checkbox"/>	<input type="checkbox"/>		

4. Narrative Reporting:

Attribute	Yes	No	Comments	Action
1. Understand Outputs & Outcomes	<input type="checkbox"/>	<input type="checkbox"/>		
2. Concerns with past reports	<input type="checkbox"/>	<input type="checkbox"/>		

5. Common Outcome Reporting:

Attribute	Yes	No	Comments	Action
1. Correct outcomes being tracked	<input type="checkbox"/>	<input type="checkbox"/>		
2. Correct 5-point scale being used	<input type="checkbox"/>	<input type="checkbox"/>		

3. Procedure for distribution/return	<input type="checkbox"/>	<input type="checkbox"/>	██████████	██████████
4. Procedure for feedback	<input type="checkbox"/>	<input type="checkbox"/>	██████████	██████████
5. Concern with past reports	<input type="checkbox"/>	<input type="checkbox"/>	██████████	██████████

D. Materials to Bring to Visit: Identify type of materials and quantity.

VINES	██████████	██████████	██████████
CVCP	██████████	██████████	██████████
Crime Victim Rights Materials	██████████	██████████	██████████
ACP	██████████	██████████	██████████

Site Visit Notes (for CVSD use only)

Staff met with: ██████████

Program Strengths: ██████████

Program weaknesses, problems, areas of concern or areas of noncompliance:
██████████

Corrective action needed or taken to address above issues:
██████████

Follow-up needed: ██████████

See site visit summary: DM #

CAMI Addendum:

A. MDT STRUCTURE: MDT MEMBERSHIP

Attribute	Yes	No	Comments	Action
1. All mandated members on team? • DA • LEA • DHS • Mental Health • Health Dept • School • Juvenile Dept	<input type="checkbox"/>	<input type="checkbox"/>		
2. Conflict resolution or grievance policy	<input type="checkbox"/>	<input type="checkbox"/>		
3. Productive Relationship with Chair/Coordinator	<input type="checkbox"/>	<input type="checkbox"/>		
4. County has Child Abuse DMP?	<input type="checkbox"/>	<input type="checkbox"/>		
5. Approve Budget & Intervention Plan	<input type="checkbox"/>	<input type="checkbox"/>		
6. Authorize Expenditures	<input type="checkbox"/>	<input type="checkbox"/>		
7. Notify CVSD: Change in Chair or Coordinator positions	<input type="checkbox"/>	<input type="checkbox"/>		
8. Training request procedure or guidelines followed	<input type="checkbox"/>	<input type="checkbox"/>		
9. Is CAIC prioritized in MDT budget? To what extent?	<input type="checkbox"/>	<input type="checkbox"/>		

B. MDT STRUCTURE: MDT Meetings and Procedures

Attribute	Yes	No	Comments	Action
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A. Crime Victim Rights Reporting:

Attribute	Yes	No	Comments	Action
1.	<input type="checkbox"/>	<input type="checkbox"/>		
2.	<input type="checkbox"/>	<input type="checkbox"/>		
3.	<input type="checkbox"/>	<input type="checkbox"/>		
4.	<input type="checkbox"/>	<input type="checkbox"/>		
5.	<input type="checkbox"/>	<input type="checkbox"/>		

1. Regularly Scheduled Meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Maintain Mtg Attendance Records?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Intervention Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Cultural Competency Plan/Training	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. MDT Protocols Are In Place? <ul style="list-style-type: none"> • Investigation • Karly’s Law • DEC • Fatality Review • Compliance 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are Protocols up to date and in line with current statute? (eg Karly’s Law)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Assessment/Intervention Referral Procedures in Place? (ie 1st responders and MDT members know what to do when new cases arise)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Role Definition <ul style="list-style-type: none"> • Do MDT members know their role on MDT and Fatality Team, and function of the process? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. New MDT member orientation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Confidentiality Process in Place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Release of Information Policies / Information Sharing Policies in Place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DA/CA VAP Addendum:

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Page 70 of 142 Attribute	Yes	No	Comments	Action
1. Submit monthly VRF forms for all person crime convictions	<input type="checkbox"/>	<input type="checkbox"/>		
2. Provide PCP forms to all victims at time of judgment	<input type="checkbox"/>	<input type="checkbox"/>		
3. Procedure for submitting forms (Are the forms complete, legible, relevant.)	<input type="checkbox"/>	<input type="checkbox"/>		

B. Post Conviction Program Reporting:

Appendix B: RSP Site Visit Form



**OREGON DEPARTMENT OF JUSTICE
 Crime Victims' Services Division
 Phone Review & Site Visit
 Monitoring Instrument**

Telephone Review Date:

In Person Visit Date:

Agency:

Grant Monitor:

Physical Address (if not on current application, please indicate here):

CAMI MDT Grant:

Grant Number	Grant Type	Grant Amount	Match Amount	Time Period

Position Funded	FTE	Name of Staff	Changes in Job

CAMI Regional Services Grant:

Grant Number	Grant Type	Grant Amount	Match Amount	Time Period

Position Funded	FTE	Name of Staff	Changes in Job

GENERAL NOTES & COMMENTS:

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3. Regional Contacts & Outreach:

Attribute	Yes	No	Comments	Action
1. Collaboration with Law Enforcement				
2. Social Service Agencies				
3. County health and mental health agencies				
4. Family Violence/DV Council or DART/DVERT				
5. Sexual Assault Task Force/SART				
6. CVRW & DV/SA/CAA Month Participation				
7. Child Abuse Intervention Center				
8. Regional Center Service Provider				
9. Any others? (i.e. DA’s Office)				

2. Personnel

Attribute	Yes	No	Comments	Action
1. Culturally Representative				
4. Grant-funded staff have read grant materials				
5. Staff Change				
6. High Turnover Rate				

4. Board of Directors

Attribute	Yes	No	Comments	TA Need
1. Represent Community	<input type="checkbox"/>	<input type="checkbox"/>		
2. Appropriate Size	<input type="checkbox"/>	<input type="checkbox"/>		
a. All Positions Filled	<input type="checkbox"/>	<input type="checkbox"/>		
3. Conflict of Interest Policy	<input type="checkbox"/>	<input type="checkbox"/>		
4. Active in Program	<input type="checkbox"/>	<input type="checkbox"/>		
5. Productive Relationship with Director/Coordinator	<input type="checkbox"/>	<input type="checkbox"/>		
6. Regularly Scheduled Meetings	<input type="checkbox"/>	<input type="checkbox"/>		

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7. Quorum at All Meetings	<input type="checkbox"/>	<input type="checkbox"/>		
8. Approve Budget	<input type="checkbox"/>	<input type="checkbox"/>		
9. Authorize Expenditures	<input type="checkbox"/>	<input type="checkbox"/>		

E. INFRASTRUCTURE

1. Planning, Protocols & Procedures

Attribute	Yes	No	Comments	Action
12. Mission Statement				
13. Cultural Competency Plan/Training				
14. Confidentiality/Release of Information Policies				
15. CVCP Procedures/Policies				
16. Criminal History Verification Policy (CAICs only)				
17. Policies of Equal Opportunity Employer posted <u>at all worksites</u> (i.e. Non-Discrimination, Drug-Free Workplace) (CAICs only)				

2. Fiscal Management (General & Grant-Specific):

Attribute	Yes	No	Comments	Action
3. Liability Insurance Coverage				
4. Formal Accounting System				

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5. Understanding of Allowable Expenses				
6. Expenditures & obligations coincide with grant & budget				
7. Redirects & Letters of Extension				
8. Records Separate from other funding sources				
9. Records Safe/Secure				
10. Separation of Duties/checks and Balances in Place				
11. 2 Signature Checks Policy				
12. Retention of Records				
13. Audit Required? (Expended \$500k or more in Federal Funds in the Past Year?)				
a. Copy of Audit Report sent to CVAS				
13. Non-Supplanting (Government agencies only)				

3. Equipment:

Attribute	Yes	No	Comments.	Action
6. Inventory Kept				
7. Equipment used for Victim Services only				
8. Disposition of Equipment				

4. Other:

Attribute	Yes	No	Comments	Action
Attribute	Yes			

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5. During the last 3 years, has a Federal or State Court or a Federal or State Administrative agency issued a finding of discrimination against the subgrantee after a due process hearing on the grounds of race, color, national origin, age, sex, religion or disability? (CAICs only)				
6. If applicable, verify that the grantee submitted an EEOP certification form or an EEOP to Office for Civil Rights, Office of Justice Programs, US DOJ, Washington D.C. 20531 (Exhibit D of grant agreement). (CAICs only)				
7. Does the grantee need any civil rights training or technical assistance regarding its duties to comply with the applicable civil rights laws?				
8. Lawsuits Pending?				

F. COMPLIANCE (Grant Files & Reporting):

1. Grant Files:

Attribute	Yes	No	Comments	Action
1. Grant Agreement & Amendments				
2. Current Budget				
4. Current Goals & Objectives				
5. Copies of Contracts (as applicable)				
6. Copies of MOUs with all 5 regional service providers				

Attribute	Yes	No	Comments	Action
13. Expenditures Documented				Grantee to provide a print out of CAMI expenditures for the most recent 3 months.
14. Receipts Labeled and Filed				
15. Timesheets/Salary Records				
16. Financial reports reconciled with project budget & prior grant reports				
17. Concerns with past reports				

2. Financial Reporting:

4. Common Outcome Reporting:

Attribute	Yes	No	Comments	Action
6. Correct outcomes being tracked				
7. Correct 5-point scale being used				
8. Procedure for distribution/return				
9. Procedure for feedback				
10. Concern with past reports				

G. Materials to Bring to Visit:

VINES				
CVCP				
ACP				
Crime Victims’ Rights Compliance Project				

Site Visit Summary (for CVSD use only)

Staff met with:

Program Strengths:

Program weaknesses, problems, areas of concern or areas of non-compliance:

Fiscal issues:

Corrective action needed or taken to address above issues: Follow-up needed:

Appendix C: CVSD and CAMI Acronym List

Acronym	Definition
ACP	Address Confidentiality Program
AG	Attorney General
BIP	Batterer Intervention Program
CAC	Child Advocacy Center
CAIC	Child Abuse Intervention Center
CAMI	Child Abuse Multidisciplinary Intervention
CRT	Crisis Response Team
CFAA	Criminal Fines Assessment Account

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CICA	Criminal Injuries Compensation Account
CVAN	Crime Victims Assistance Network
CVCP	Crime Victims' Compensation Program
CVRW	Crime Victims' Rights Week
CVSD	Crime Victims' Service Division
DA	District Attorney
DHS	Department of Human Services
DMP	Designated Medical Professional
DOJ	Department of Justice
DPSST	Department of Public Safety Standards Training
DV/SA	Domestic Violence/Sexual Assault
IPV	Interpersonal Violence (Pregnancy Grant)
LEA	Law Enforcement Agency
LEDS	Law Enforcement Data System
MA	Medical Assessment
MDT	Multi-Disciplinary Team (CAMI Program)
NCA	National Children's Alliance
NOVA	National Organization for Victim Assistance
OCADSV	Oregon Coalition Against Domestic & Sexual Violence
ODAA	Oregon District Attorneys' Association
ODSVS	Oregon Domestic and Sexual Violence Services
OJD	Oregon Judicial Department
OJIN	Oregon Judicial Information Network
OSP	Oregon State Police
OVC	Office for Victims of Crime
OVW	Office on Violence Against Women
OYA	Oregon Youth Authority
QFR	Quarterly Financial Report
RSP	Regional Service Provider (CAMI Program)
SANE	Sexual Assault Nurse Examiner
SASP	Sexual Assault Services Program
SATF	Sexual Assault Task Force
SAVE	Sexual Assault Victims' Emergency Medical Response Fund
SVAA	State Victim Assistance Academy
UA	Unitary Assessment

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VAP	Victim Assistance Program
VAWA	Violence Against Women Act
VINES	Victim Information & Notification Everyday System
VOCA	Victim of Crime Act
VRS	Victim Response Section (A Section within CVSD)

Appendix D: Glossary of CAMI Terms

Term	Definition
Advisory Council on Child Abuse Assessment	Required by statute, the CAMI Advisory Council includes an employee of the Department of Human Services with duties related to child protective services; a physician licensed to practice medicine in Oregon who specializes in children and families; a person having experience dealing with child abuse; a district attorney or the designee of a district attorney; an employee of a law enforcement agency, in addition to the member who is a district attorney or the designee of a district attorney; one member shall be from an operating regional assessment center; and at least three members shall be citizens with appropriate interest in advocating for the medical interest of abused children.
Authorized Official	An “Authorized Official” is defined as the person(s) within the agency who is legally responsible for obligating the organization to receive funding, to incur indebtedness and to comply with the requirements of the VOCA grant

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CFAA	<p>Criminal Fines and Assessment Account – the primary source of funding support for CAMI MDT and RSP programs. CFAA revenues are collected through the Oregon Judicial Department for the circuit courts and the local Municipal (city) and Justice (county) Courts. Generally, revenues are collected as part of a single integrated judgment which includes most monetary obligations imposed on a convicted person. This single judgment includes four categories of payments:</p> <p>Category 1 – Compensatory fines (ORS 137.101) are payments to victims injured as a result of the crime.</p> <p>Category 2 – Restitution payments to victims (ORS 137.103 and 419C.450) are for pecuniary or specific damages, including stolen or damaged property and medical costs resulting from the crime. Category 3 – CFAA-related revenue, including undesignated fines, bail forfeitures, domestic violence assessments, and unitary assessment proceeds (ORS 137.290), as well as selected non-CFAA revenues.</p> <p>Category 4 – Fines and assessments due to</p>
	<p>local governments, state intoxicated driver fund fees, specific agencies, and certain rewards. ORS 137.295 sets out the priority order of how payments of the single judgment are divided among the categories listed above. As payments are received, they first are used to fulfill the compensatory fines under Category 1. After obligations under this category are satisfied, payments are evenly split between categories 2 and 3 (including CFAA-related revenues). Finally, obligations under category 4 are paid only after all other categories have been satisfied.</p>
Child	Per ORS, any person who is under 18 years of age

<p>Child Abuse</p>	<p>(A) Any assault, as defined in ORS chapter 163, of a child and any physical injury to a child which has been caused by other than accidental means, including any injury which appears to be at variance with the explanation given of the injury.</p> <p>(B) Any mental injury to a child, which shall include only observable and substantial impairment of the child's mental or psychological ability to function caused by cruelty to the child, with due regard to the culture of the child.</p> <p>(C) Rape of a child, which includes but is not limited to rape, sodomy, unlawful sexual penetration and incest, as those acts are defined in ORS chapter 163.</p> <p>(D) Sexual abuse, as defined in ORS chapter 163.</p> <p>(E) Sexual exploitation, including but not limited to:</p> <p>(i) Contributing to the sexual delinquency of a minor, as defined in ORS chapter 163, and any other conduct which allows, employs, authorizes, permits, induces or encourages a child to engage in the performing for people to observe or the photographing, filming, tape recording or other exhibition which, in whole or in part, depicts sexual conduct or contact, as defined in ORS 167.002 or described in ORS 163.665 and 163.670, sexual abuse involving a child or rape of a child, but not including any conduct which is part of any investigation conducted pursuant to ORS 419B.020 or which is designed to serve educational or other legitimate purposes; and (ii) Allowing, permitting, encouraging or hiring a child to engage in prostitution, as defined in</p>
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	<p>ORS chapter 167.</p> <p>(F) Negligent treatment or maltreatment of a child, including but not limited to the failure to provide adequate food, clothing, shelter or medical care that is likely to endanger the health or welfare of the child.</p> <p>(G) Threatened harm to a child, which means subjecting a child to a substantial risk of harm to the child’s health or welfare.</p> <p>(H) Buying or selling a person under 18 years of age as described in ORS 163.537.</p> <p>(I) Permitting a person under 18 years of age to enter or remain in or upon premises where methamphetamines are being manufactured.</p> <p>(J) Unlawful exposure to a controlled substance, as defined in ORS 475.005, that subjects a child to a substantial risk of harm to the child’s health or safety.</p>
Commingling of Funds	<p>Literally means “mixing together” and when used in a legal context is a bread of trust in which a fiscal agent mixes funds making it difficult to determine which funds belong to a particular grant or fund. Accounting system of all grantees must ensure that VOCA funds are not commingled with funds from any other source. Funds specifically budgeted and/or received for one grant project may not be used to support another.</p>
Conditional Award / Conditional Eligibility	<p>In cases when an MDT application is incomplete, or if required activities such as child fatality review meetings, are not up to date, CVSD will determine an MDT award to be conditional based on timely repair of the insufficiency. By statute, CVSD can withhold MDT grants entirely if a local MDT remains out of compliance with statutory guidelines. CAMI staff will work with MDT officials to ensure that insufficiencies are address quickly and adequately.</p>
Crime Victim	<p>For the purposes of this program, a crime victim is “a person who has suffered physical, sexual, financial or emotional harm as a result of the commission of a crime.”</p>

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Equipment	Tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000.000 or more per unit.
Grant Agreement	The legal document between a grantor and a grantee/subgrantee that describes in detail the obligations under the terms of the grant. A grant agreement must be approved and signed by an authorized signatory before a

	program can receive funds.
Grant Monitoring: Desk Audit	Review of documentation submitted by a grantee/subgrantee, typically financial and programmatic/statistical documentation over a pre-determined period of time. These documents will be reviewed for accuracy and compliance with terms and conditions of the grant and followed by a conference call using a desk audit review form. This type of monitoring may be used as an alternative to an in-person site visit.
Grant Monitoring: Phone Review	A phone review or conference call is a component to both the desk audit and the inperson site visit. A phone review provides the grantee/subgrantee the opportunity to: 1. Prepare for the in-person site visit and 2. To discuss issues as they relate to program activities or documentation in a desk audit.
Grant Monitoring: Site Visit	A site visit refers to the monitoring of a grantee/subgrantee by a fund coordinator at the place of business. A site visit is preceded by a phone review to prepare the agency for the in-person visit. Typically financial and programmatic/statistical documentation will be reviewed over the phone and viewed at the site visit. Site visits afford a fund coordinator the opportunity to look closely at the grantee’s operation, meet with management and staff and to establish a positive working relationship between the monitoring agency and the service provider.

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Grant Monitoring: Technical Assistance	Technical assistance is provided to a grantee/subgrantee at their request. The CAMI Coordinator will meet with the grant project director and any grant funded staff. The purpose of this visit is to help ensure the grantee/subgrantee understands the grant requirements and to offer assistance and respond to questions.
Karly’s Law	2007 statutory provision for the specific investigation of suspicious physical injuries on children.
MOU	Memorandum of Understanding. An MOU is required of an agency when they have applied for funds with partnering organizations. The MOU provides documentation that demonstrates the organizations have consulted and coordinated the responsibilities of their grant activities.
The Network	Oregon’s Network of Child Abuse Intervention Centers, the organization

	accredited by the National Children’s Alliance to support and enhance the work that the CAIC’s do across the state.
OAR	Oregon Administrative Rules, the state’s rules for administering statutes
Outcome Measures	Changes in participants’ lives as a result of the staff activities.
ORS	Oregon Revised Statutes, the state’s enacted laws
Performance Measures	Markers that indicate whether the program has met its objectives. Performance measures consist of target outputs and short term outcome measures.
RFA	Request for Application

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Supplanting	Typically a term associated with Federal grant funds to prevent Federal funds from replacing existing local funds for the same service. In CAMI, ORS 418.746 (2) states that moneys used under this subsection may not be used as replacement revenues for currently available funds previously allocated by the county for child abuse intervention. Funds must be used to supplement, not replace, existing funds.
Target Outputs	These are proposed results of staff activities. Target outputs should show the: number of clients served, types of client served, length of time that it will take to serve the clients and number and type of services delivered.

Internet Resources:

National Organizations and Information:

<http://www.childwelfare.gov/> - The Child Welfare Information Gateway

<http://www.nationalchildrensalliance.org/> - National Children's Alliance (NCA)

<http://www.nationalchildrensalliance.org/index.php?s=76> - To review NCA accreditation standards

<http://www.preventchildabuse.org/index.shtml> - Prevent Child Abuse America

<http://www.ndacan.cornell.edu/> - National Data Archive on Child Abuse and Neglect

<http://www.childrensdefense.org/> - Children's Defense Fund

Oregon Organizations and Information:

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<http://www.ctfo.org/> - Children's Trust Fund of Oregon

<http://www.cffo.org/> Children First for Oregon

[http://cffo.convio.net/site/DocServer/2009 County Data Book-
Revised.pdf?docID=1502](http://cffo.convio.net/site/DocServer/2009_County_Data_Book-
Revised.pdf?docID=1502) (Children First For Oregon's 2009 County
Data Book)

<http://www.childabuseintervention.org/> - Oregon Network of Child
Abuse Intervention Centers

<http://159.121.4.213/ohttft/aboutus.html#> - Oregonians Against
Trafficking Humans (OATH)

CAMI Statutes 418-746 to 418-796:

[www.doj.state.or.us/crimev/doc/cami_oregon_revised_statutes_07_0
9.doc](http://www.doj.state.or.us/crimev/doc/cami_oregon_revised_statutes_07_09.doc)

CAMI OARs 137-082-0200 to 137-082-0280:

[www.doj.state.or.us/crimev/doc/cami_oregon_administrative_rules
2009.doc](http://www.doj.state.or.us/crimev/doc/cami_oregon_administrative_rules_2009.doc)

CAMI Handbook:

[http://www.doj.state.or.us/crimev/pdf/2011_2013_cami_handbook.pd
f](http://www.doj.state.or.us/crimev/pdf/2011_2013_cami_handbook.pdf)

CVSD E-Grants Handbook:

[http://www.doj.state.or.us/crimev/pdf/cvsd_e_grants_applicant_us
er_guide.pdf](http://www.doj.state.or.us/crimev/pdf/cvsd_e_grants_applicant_us
er_guide.pdf)

CVSD

E-Grants

Link:

www.cvsdegrants.com

CAMI Website:

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<http://www.doj.state.or.us/crimev/cami.shtml>

CVSD E-Grants Help Desk :

As you navigate and work in the CVSD E-Grants system, keep in mind that every page will contain a **Show Help** button giving you detailed instructions or additional information in regards to the page you are on.

If you are unable to find the information you need, contact the system help desk by phone or email.

Help Desk Availability

Hours: Monday thru Friday 8am to 5pm

Phone: 1-800-820-1890

Email: helpdesk@agatesoftware.com

left intentionally blank. The CAMI-MDT Grant Handbook is included as an attachment.)