

## JUVENILE DEPARTMENT

JUVENILE INTAKE AND ASSESSMENT CENTER 2121 KAEN ROAD | OREGON CITY, OR 97045

November 1, 2018

Board of County Commissioners Clackamas County

Members of the Board:

# Approval of Commercially Sexually Exploited Children (CSEC) Grant Award with Safety Compass

| Purpose/<br>Outcomes | To provide 24-hour availability for advocacy and support services for children and youth ages 24 and younger who have been CSEC identified or at risk of exploitation and their families/caregivers. In |  |  |  |  |  |  |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|
| Outcomes             | identified or at risk of exploitation and their families/caregivers. In                                                                                                                                 |  |  |  |  |  |  |
|                      | ·                                                                                                                                                                                                       |  |  |  |  |  |  |
|                      | ·                                                                                                                                                                                                       |  |  |  |  |  |  |
|                      | addition to direct advocacy and support services for youth and                                                                                                                                          |  |  |  |  |  |  |
|                      | families, this work will include phone service, availability to the general                                                                                                                             |  |  |  |  |  |  |
|                      | public and physical response to sites for crisis and 911 dispatch.                                                                                                                                      |  |  |  |  |  |  |
| Dollar Amount and    | The maximum grant amount, between September 1, 2018 and June                                                                                                                                            |  |  |  |  |  |  |
| Fiscal Impact        | 30, 2023 that COUNTY will pay, will not exceed \$237,053, and is                                                                                                                                        |  |  |  |  |  |  |
|                      | subject to availability of continued funding.                                                                                                                                                           |  |  |  |  |  |  |
|                      | ,                                                                                                                                                                                                       |  |  |  |  |  |  |
|                      | Funding per period                                                                                                                                                                                      |  |  |  |  |  |  |
|                      | September 1, 2018 – June 30, 2019: \$41,653                                                                                                                                                             |  |  |  |  |  |  |
|                      | July 1, 2019 – June 30, 2020: \$48,850                                                                                                                                                                  |  |  |  |  |  |  |
|                      | July 1, 2020 – June 30, 2021: \$48,850                                                                                                                                                                  |  |  |  |  |  |  |
|                      | July 1, 2021 – June 30, 2022: \$48,850                                                                                                                                                                  |  |  |  |  |  |  |
|                      | July 1, 2022 – June 30, 2023: \$48,850                                                                                                                                                                  |  |  |  |  |  |  |
| Funding Source       | Clackamas County General Funds                                                                                                                                                                          |  |  |  |  |  |  |
| Duration             | Effective through June 30, 2019. Renewable through June 30, 2023                                                                                                                                        |  |  |  |  |  |  |
| Previous Board       | None                                                                                                                                                                                                    |  |  |  |  |  |  |
| Action               |                                                                                                                                                                                                         |  |  |  |  |  |  |
| Strategic Plan       | To provide targeted evaluation and rehabilitative services to youth                                                                                                                                     |  |  |  |  |  |  |
| Alignment            | so they can increase the competencies needed to transition to                                                                                                                                           |  |  |  |  |  |  |
|                      | adulthood, live a crime free life, and be a contributing member of                                                                                                                                      |  |  |  |  |  |  |
|                      | their community.                                                                                                                                                                                        |  |  |  |  |  |  |
|                      | <ul> <li>To provide interventions, compliance monitoring, and restorative</li> </ul>                                                                                                                    |  |  |  |  |  |  |
|                      | services to youth so they can be accountable to victims and the                                                                                                                                         |  |  |  |  |  |  |
|                      | community to repair the harm they have caused.                                                                                                                                                          |  |  |  |  |  |  |
|                      | To provide intervention, accountability and support services to                                                                                                                                         |  |  |  |  |  |  |
|                      | youth referred to the Department so they can stop committing                                                                                                                                            |  |  |  |  |  |  |
|                      | offenses, understand the impact of their actions, repair harm and                                                                                                                                       |  |  |  |  |  |  |
| Contact Person       | make positive change.                                                                                                                                                                                   |  |  |  |  |  |  |
| Contact Person       | Lisa Krzmarzick, Administrative Services Supervisor, Juvenile                                                                                                                                           |  |  |  |  |  |  |
| 0                    | Department, ext. 8788                                                                                                                                                                                   |  |  |  |  |  |  |
| Contract No.         | Grant Agreement 260-18-001                                                                                                                                                                              |  |  |  |  |  |  |

### **BACKGROUND:**

The Clackamas County Juvenile Department (CCJD), Clackamas County Sheriff's Office (CCSO) and Clackamas County Health, Housing and Human Services (H3S) recognize a need to serve children and youth identified as Commercially Sexually Exploited Children (CSEC) or at risk of exploitation who are involved with the juvenile justice system and/or involved jointly with the juvenile justice and child welfare systems. Commercially Sexually Exploited Children is defined as minors whose sexual abuse has been entirely, or at least primarily, for financial or other economic reasons as defined in ORS Chapters 163 and 167. The economic exchanges involved may be either monetary or non-monetary (i.e. food, shelter, drugs). We support a system of care that promotes and sustains a youth's recovery from a variety of risk factors by identifying and building upon the strengths and competencies while maintaining community safety and accountability.

## **RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached Grant Award.

Respectfully submitted,

Christina L. McMahan, Director Juvenile Department

## CLACKAMAS COUNTY, OREGON GRANT AGREEMENT 260-18-001

Project Name: Commercially Sexually Exploited Children (CSEC) Grant

This Agreement is between <u>Clackamas County</u>, Oregon, acting by and through its Juvenile Department and **SAFETY COMPASS** an Oregon Nonprofit Organization.

| Clackamas County Data                                                                                                            |                                                                                                                               |  |  |  |  |
|----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| Fiscal Representative: Ed Jones                                                                                                  | Program Manager: Katie Anderson                                                                                               |  |  |  |  |
| Clackamas County Juvenile Department<br>2121 Kaen Road<br>Portland, OR 97045<br>503.650.3169<br><u>Ejones@co.clackamas.or.us</u> | Clackamas County Juvenile Department<br>2121 Kaen Road<br>Portland, OR 97045<br>503.650.3180<br>KAnderson2@co.clackamas.or.us |  |  |  |  |
| Safety Compass Data                                                                                                              |                                                                                                                               |  |  |  |  |
| Finance/Fiscal Representative: Esther Nelson                                                                                     | Program Representative: Esther Nelson                                                                                         |  |  |  |  |
| Safety Compass                                                                                                                   | Safety Compass                                                                                                                |  |  |  |  |
| 3000 Market St NE Suite 507                                                                                                      | 3000 Market St NE Suite 507                                                                                                   |  |  |  |  |
| Salem OR 97301                                                                                                                   | Salem OR 97301                                                                                                                |  |  |  |  |
| 971.235.0021                                                                                                                     | 971.235.0021                                                                                                                  |  |  |  |  |
| esther@safetycompass.org                                                                                                         | esther@safetycompass.org                                                                                                      |  |  |  |  |
| DUNS/FEIN: 81-2174742                                                                                                            |                                                                                                                               |  |  |  |  |

#### **RECITALS**

- 1. The Clackamas County Juvenile Department Clackamas County ("COUNTY"), in conjunction with the Clackamas County Sheriff's Office ("CCSO") and Clackamas County Health, Housing and Human Services ("H3S") recognize a need to serve children and youth identified as Commercially Sexually Exploited Children ("CSEC") or at risk of exploitation who are involved with the juvenile justice system and/or involved jointly with the juvenile justice and child welfare systems. Commercially Sexually Exploited Children is defined as minors whose sexual abuse has been entirely, or at least primarily, for financial or other economic reasons as defined in ORS Chapters 163 and 167. The economic exchanges involved may be either monetary or non-monetary (i.e. food, shelter, drugs). We support a system of care that promotes and sustains a youth's recovery from a variety of risk factors by identifying and building upon the strengths and competencies while maintaining community safety and accountability.
- 2. Safety Compass ("RECIPIENT") is a not-for-profit organization whose mission is to offer support for survivors of commercial sexual exploitation and sex-trafficking, navigating the criminal and social justice systems in the mid-Willamette valley, Oregon. Safety Compass offers resource referrals for rural survivors of domestic and sexual violence, in-person support for survivors, online support for families of missing and chronically exploited youth and adults, specialized training for professionals and community members, and advocacy during law enforcement interviews. Safety Compass is committed to collaboration with law enforcement and social services providers, believing collaboration is the most effective method to achieving criminal and social justice.
- 3. COUNTY selected RECIPIENT through a competitive process to implement a program capable of providing 24-hour availability of advocacy and support services for CSEC identified youth located or exploited within Clackamas County. Services will be youth and family-focused, culturally and linguistically appropriate, incorporate evidence-based and/or promising practices service modalities, is trauma informed, holds the highest standards of ethical and confidential practices and is integrated into the larger community and system of care. This award is funded with County General Funds and is subject to the availability of said funds.

Commercially Sexually Exploited Children (CSEC) Grant Local Grant Agreement – 260-18-001 Page 2 of 12

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

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

#### **AGREEMENT**

- 1. Term and Effective Date. This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than September 1, 2018 and not later than June 30, 2023, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. The funding period for future years will be July 1<sup>st</sup> through June 30<sup>th</sup>.
- 2. **Program.** The Program is described in Attached Exhibit A: RECIPIENT Statement of Program Objectives. RECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
- **3. Standards of Performance.** RECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations.
- 4. Grant Funds. This Agreement is funded with County General Funds. The maximum grant amount, between September 1, 2018 and June 30, 2023 that COUNTY will pay, will not exceed \$237,053, and is subject to availability of continued funding. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.
  - 4.1. Funding per period
    - 4.1.1. September 1, 2018 June 30, 2019: \$41,653
    - 4.1.2. July 1, 2019 June 30, 2020: \$48,850
    - 4.1.3. July 1, 2020 June 30, 2021: \$48,850
    - 4.1.4. July 1, 2021 June 30, 2022: \$48,850
    - 4.1.5. July 1, 2022 June 30, 2023: \$48,850
- 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. RECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty-five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before RECIPIENT performs work subject to the amendment.
- **6. Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
- 7. Funds Available and Authorized. COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. RECIPIENT 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.
- **8. Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this Agreement.
- **9. Administrative Requirements.** RECIPIENT agrees to its status as a RECIPIENT, and accepts among its duties and responsibilities the following:

- a) Financial Management. RECIPIENT shall comply with Generally Accepted Accounting Principles ("GAAP") or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary source 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 the County within 15 days.
- c) Personnel. If RECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, RECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not RECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- d) Budget. RECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Program Budget. RECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
- e) Allowable Uses of Funds. RECIPIENT shall use funds only for those purposes authorized in this Agreement.
- f) Period of Availability. RECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period. Cost incurred prior or after this date will be disallowed.
- g) Match. Matching funds are not required for this Agreement.
- h) Payment. Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end of each month.
- i) Performance Reporting. RECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: RECIPIENT Performance Reporting. RECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement (including back-up documentation, i.e. finance system report, receipts, mileage reimbursement log, etc.). All reports must be submitted on RECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of RECIPIENT.
- i) Audit. RECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- k) Monitoring. RECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring. The COUNTY, the Secretary of the State of Oregon, and its duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of RECIPIENT 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 the COUNTY's discretion.
- Record Retention. RECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2019), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- m) Failure to Comply. RECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and RECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold RECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or

misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original Agreement and all associated amendments.

#### 11. Compliance with Applicable Laws

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

#### 12. State Procurement Standards

- a) County's performance under the Agreement is conditioned upon RECIPIENT's compliance with, and RECIPIENT 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.
- b) Procurements for goods and services under this award shall use processes as outlined below:

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

- c) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from County in addition to any other approvals required by law applicable to the RECIPIENT. 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) RECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. RECIPIENT shall follow chapter 244 of the Oregon Government Ethics Law relating to conflicts of interest. Contractors that develop or draft specifications, requirements, statements of work, and/or solicitations for proposals for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

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

### 13. General Agreement Provisions.

- a) Indemnification. RECIPIENT agrees to indemnify 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 RECIPIENT's negligent or willful acts or those of its employees, agents or those under RECIPIENT's control. RECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to RECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this Agreement, RECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) Commercial General Liability. RECIPIENT shall obtain, at RECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate with an endorsement for Abuse and Molestation coverage in the amount of not less than \$1,000,000 combined single limit coverage, for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) Commercial Automobile Liability. If the Agreement involves the use of vehicles, RECIPIENT shall obtain at RECIPIENT's 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 \$500,000.
  - 3) Professional Liability. If the Agreement involves the provision of professional services, RECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$2,000,000 combined single limit per occurrence for malpractice or errors and omissions coverage for the protection of the 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.
  - 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
  - 5) Additional Insured Provisions. All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
  - 6) Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30-day notice of cancellation provision shall be physically endorsed on to the policy.
  - 7) Insurance Carrier Rating. Coverage provided by RECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A-or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

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

(Signature Page follows)

Exhibit B: RECIPIENT Program Budget Exhibit C: Performance Reporting Exhibit D: Request for Reimbursement

## SIGNATURE PAGE TO RECIPIENT AGREEMENT

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

| CLACKAMAS COUNTY, OREGON                                                                                                                                     | SAFETY COMPASS         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Commissioner: Jim Bernard, Chair<br>Commissioner: Sonya Fischer<br>Commissioner: Ken Humberston<br>Commissioner: Paul Savas<br>Commissioner: Martha Schrader |                        |
| By:<br>Jim Bernard, Chair                                                                                                                                    | By: Esther Nelson, CEO |
| Dated:                                                                                                                                                       | Dated: Oct 16 208      |
| By: Recording Secretary                                                                                                                                      |                        |
| Dated:                                                                                                                                                       |                        |
| Approved to Form                                                                                                                                             |                        |
| By: Approved 10/4/18  Jeffrey Munns, County Counsel                                                                                                          |                        |
| Exhibit A: RECIPIENT Statement of Program Object                                                                                                             | tives                  |

## EXHIBIT A STATEMENT OF PROGRAM OBJECTIVES

#### **BACKGROUND INFORMATION**

The mission of the Clackamas County Juvenile Department is to provide prevention, intervention and juvenile justice services to youth and families so they can experience positive change, repair harm to victims, and become contributing members of our community.

The Clackamas County Juvenile Department (CCJD), Clackamas County Sheriff's Office (CCSO) and Clackamas County Health, Housing and Human Services (H3S) recognize a need to serve children and youth identified as Commercially Sexually Exploited Children (CSEC) or at risk of exploitation who are involved with the juvenile justice system and/or involved jointly with the juvenile justice and child welfare systems. Commercially Sexually Exploited Children is defined as minors whose sexual abuse has been entirely, or at least primarily, for financial or other economic reasons as defined in ORS Chapters 163 and 167. The economic exchanges involved may be either monetary or non-monetary (i.e. food, shelter, drugs). We support a system of care that promotes and sustains a youth's recovery from a variety of risk factors by identifying and building upon the strengths and competencies while maintaining community safety and accountability.

#### GOAL

To provide 24-hour availability for advocacy and support services for children and youth ages 24 and younger who have been CSEC identified or at risk of exploitation and their families/caregivers. In addition to direct advocacy and support services for youth and families, this work will include phone service, availability to the general public and physical response to sites for crisis and 911 dispatch.

#### PROGRAM DESCRIPTION

The Program will provide the following service Components:

- 1) Whenever possible, meet youth and families/caregivers (as appropriate) in a safe, self-selected and convenient community or office location.
- 2) Twenty-four hours/seven days a week (24/7) availability for phone call support and physical response to sites for crisis and 911 dispatch.
- 3) Crisis response services should entail immediate, 24/7 callout for Law Enforcement Agency (LEA) or Juvenile Department requests (1 hour response time to scene). Response should be prioritized for LEA and emergency medical environments and include safety planning and emergency placement service coordination
- 4) Culturally responsive direct advocacy, outreach and engagement services may be conducted by both trained volunteers and staff members with the purpose of:
  - a. Services should support the overall welfare of youth seeking safety related to sex trafficking victimization. (Direct service should make up 70% of total staff work hours.)
  - b. Services can take place 24/7 and at the request of any designated community partner (i.e. LEA, CCSO, Juvenile Intake and Assessment Center [JIAC], hospital emergency room worker, etc.).
  - c. Engaging youth into safety and treatment with a mental health provider and/or appropriate services.
  - d. Providing families/caregivers education and support to protect youth by providing an understanding of CSEC experiences and recovery as appropriate.
  - e. Intensive case management, referring and linking to needed resources and support, including but not limited to housing, vocation, education, benefits acquisition, medical and mental health services.
  - f. Harm reduction interventions and education.
  - g. Navigation assistance with multiple systems that support self-advocacy, self-sufficiency and resiliency.
- 5) Service provision can take place anywhere within our service jurisdiction which includes Clackamas County and other surrounding Counties.
- 6) Coordination of case management services should occur with the CCJD, Clackamas County H3S and Clackamas Branch of the State Department of Human Services (DHS) as applicable.
- 7) Training: Agency staff members should provide training activities focused on preventing, recognizing and reacting responsibly to issues surrounding commercial sexual exploitation of children. Training activities should make up 20% of total staff work hours. Trainings can take place anywhere within Clackamas County and surrounding Counties. Training efforts should be targeted to impact the community's wellbeing. Successful applicant will participate in the Clackamas County Human Trafficking Multi-Disciplinary Team (MDT) and support MDT initiatives.

## EXHIBIT B PROGRAM BUDGET

| Organization:        | Safety Compass                                        |
|----------------------|-------------------------------------------------------|
| Funded Program Name: | Commercially Sexually Exploited Children (CSEC) Grant |
| Program Contact:     | Esther Nelson                                         |
| Agreement Term:      | 9/1/18 - 6/30/2023                                    |

| Approved Award Budget Categories                              |       | Approved<br>Award |
|---------------------------------------------------------------|-------|-------------------|
| Personnel (List salary, FTE & Fringe costs for each position) |       |                   |
| FTE & Fringe                                                  | \$    | 37,984.00         |
|                                                               |       |                   |
| Total Personnel Services                                      | \$ \$ | 37,984.00         |
| Supplies                                                      |       |                   |
| Phone (cell)                                                  | \$    | 650.00            |
| General Supplies                                              | \$    | 1,000.00          |
| <u>Travel</u>                                                 |       |                   |
| Mileage (.545/mile x 3,705 miles)                             | \$    | 2,019.00          |
| Total Programmatic Costs                                      | \$    | 3,669.00          |
|                                                               |       |                   |
| Total Grant Costs                                             | \$    | 41,653.00         |

# EXHIBIT C PERFORMANCE REPORTING REQUIREMENTS

| Program Objective                                                                                    | Outcome                                                                                                                                                                                        |     | Suggested Outputs Reported (Monthly, Quarterly & Annually)                                                                                                                                                              |  |  |
|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| Address trauma associated with the CSEC population                                                   | Increased feelings of respect by youth and family/caregiver, feelings of inclusion with service coordination and they report an increased understanding of CSEC experiences and recovery needs | 1.1 | # of victims served # of youth in each age group monthly (current age):  a) ≥ 11 yrs, b) 12 yrs c) 13 yrs d) 14 yrs e) 15 yrs f) 16 yrs g) 17 yrs h) 18 yrs i) 19 yrs j) 20 yrs k) 21 yrs l) 22 yrs m) 23 yrs n) 24 yrs |  |  |
| On acing an accompany with COFO                                                                      |                                                                                                                                                                                                | 1.2 | # of service referrals                                                                                                                                                                                                  |  |  |
| On-going engagement with CSEC identified children and youth                                          |                                                                                                                                                                                                |     | # of clients spent more than 2 hours / less than 2 hours, monthly                                                                                                                                                       |  |  |
|                                                                                                      |                                                                                                                                                                                                | 1.4 | # of face to face contacts                                                                                                                                                                                              |  |  |
|                                                                                                      |                                                                                                                                                                                                | 1.5 | # of phone call responses                                                                                                                                                                                               |  |  |
|                                                                                                      |                                                                                                                                                                                                |     |                                                                                                                                                                                                                         |  |  |
| Development of safety plans for every child or youth engaged and receiving on-going program services | Decrease in juvenile recidivism and criminal justice encounters                                                                                                                                | 2.1 | # of safety plans developed  # of youth receiving on-going program services                                                                                                                                             |  |  |
|                                                                                                      |                                                                                                                                                                                                |     |                                                                                                                                                                                                                         |  |  |
|                                                                                                      | Increased enhancement of competencies and life skills                                                                                                                                          |     | # of competencies trainings offered                                                                                                                                                                                     |  |  |
| Meet the immediate basic needs of                                                                    |                                                                                                                                                                                                |     | # of youth enrolled/completed competencies offered                                                                                                                                                                      |  |  |
| children and youth through service                                                                   | Increase in safe housing                                                                                                                                                                       | 3.3 | # of youth placed in safe housing                                                                                                                                                                                       |  |  |
| connection (e.g. housing resources, food, clothing, medical care, etc.).                             |                                                                                                                                                                                                | 3.4 | # of emergency shelter resources identified with established protocols for system delivery                                                                                                                              |  |  |
|                                                                                                      |                                                                                                                                                                                                | 3.5 | # of medical referrals                                                                                                                                                                                                  |  |  |
|                                                                                                      |                                                                                                                                                                                                | 3.6 | # of resource referrals provided                                                                                                                                                                                        |  |  |
|                                                                                                      |                                                                                                                                                                                                |     |                                                                                                                                                                                                                         |  |  |
| Successfully linking children and youth to on-going mental health services                           | Increased successful<br>engagement and/or completion<br>of mental health treatment<br>(individual and/or family)                                                                               |     | # of mental health referrals                                                                                                                                                                                            |  |  |
|                                                                                                      |                                                                                                                                                                                                |     | # of mental health treatment programs engaged with (1 or more sessions)                                                                                                                                                 |  |  |
| Address trauma associated with the CSEC population                                                   |                                                                                                                                                                                                |     | # of mental health treatment programs successfully completed                                                                                                                                                            |  |  |
|                                                                                                      | I.                                                                                                                                                                                             |     | 1                                                                                                                                                                                                                       |  |  |

| Program Objective                                                                                                                       | Outcome                                               |     | Suggested Outputs Reported<br>(Monthly, Quarterly & Annually)                                        |  |
|-----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|-----|------------------------------------------------------------------------------------------------------|--|
| On-going advocacy for children and                                                                                                      | Decrease in juvenile recidivism                       |     | # of treatment team meetings attended                                                                |  |
| youth (e.g. participating in treatment                                                                                                  | and criminal justice encounters                       | 5.2 | # of case review meetings attended                                                                   |  |
| teams, coordination with county partners, CSEC case reviews with                                                                        |                                                       |     | # of trafficker prosecution court hearings attended                                                  |  |
| CCJD, attending trafficker prosecution court hearings, etc.)                                                                            |                                                       | 5.4 | # of Human Trafficking MDT meetings conducted and list of activities/projects and/or accomplishments |  |
|                                                                                                                                         |                                                       |     |                                                                                                      |  |
| 24/7 crisis response and support services                                                                                               | Decrease in juvenile recidivism                       |     | # of crisis call outs to LEA                                                                         |  |
|                                                                                                                                         | and criminal justice encounters                       | 6.2 | # of crisis call outs to JIAC                                                                        |  |
|                                                                                                                                         |                                                       | 6.3 | # of crisis call outs to other community partners                                                    |  |
|                                                                                                                                         |                                                       | 6.4 | # of victims assisted                                                                                |  |
|                                                                                                                                         |                                                       | 6.5 | # of emergency placements                                                                            |  |
|                                                                                                                                         |                                                       |     |                                                                                                      |  |
| Training: Agency staff members should provide training activities focused on preventing, recognizing and reacting responsibly to issues | Increase in responsivity to LEA and community needs   | 7.1 | # of trainings conducted                                                                             |  |
|                                                                                                                                         | Increased awareness from community based trainings on | 7.2 | # of law enforcement personnel trained                                                               |  |
| surrounding commercial sexual exploitation of children                                                                                  | prevention, recognition and responsiveness            |     | # of Community Stakeholders trained                                                                  |  |

## REPORTING FREQUENCY

Reporting data should be collected per month and should be submitted to the COUNTY quarterly by the 20<sup>th</sup> of the month following the end of the quarter (10/20/18, 1/20/19, and 7/20/19).

# EXHIBIT D REQUEST FOR REIMBURSEMENT

| CLACKAMAS COUNTY JUVENILE DEPARTMENT                          |                                                    |             |                  |                                                                |              |  |
|---------------------------------------------------------------|----------------------------------------------------|-------------|------------------|----------------------------------------------------------------|--------------|--|
| Organization:                                                 | Safety Compass                                     |             | 0                |                                                                |              |  |
| Funded Program Name:                                          | Commercially Sexually Exploited<br>Children (CSEC) |             | CLAIM<br>PERIOD: | Note: This form derives from the approved budget in your grant |              |  |
| Program Contact:                                              | Esther Nelson                                      |             |                  | agreement. All expenditures must have                          |              |  |
| Agreement Term:                                               | 9/1/18 - 6/30/2023                                 |             | Sep-18           | adequate supporting documentation.                             |              |  |
| Agreement Number:                                             |                                                    |             |                  |                                                                |              |  |
|                                                               | Approved                                           | Billing     | Total Billing    | YTD Grant                                                      | Balance      |  |
| Category                                                      | Grant Amount                                       | Expenditure | Expenditure      | Expenditure                                                    | balance      |  |
| Personnel (List salary, FTE & Fringe costs for each position) |                                                    |             |                  |                                                                |              |  |
| FTE & Fringe                                                  | \$ 37,984.00                                       | \$ -        | \$ -             | \$ -                                                           | \$ 37,984.00 |  |
|                                                               | \$ -                                               | \$ -        | \$ -             | \$ -                                                           | \$ -         |  |
| Total Personnel Services                                      | \$ 37,984.00                                       | \$ -        | \$ -             | \$ -                                                           | \$ 37,984.00 |  |
| Supplies                                                      |                                                    |             |                  |                                                                |              |  |
| Phone                                                         | \$ 650.00                                          | \$ -        | \$ -             | \$ -                                                           | \$ 650.00    |  |
| General Supplies                                              | \$ 1,000.00                                        | \$ -        | \$ -             | \$ -                                                           | \$ 1,000.00  |  |
| <u>Travel</u>                                                 |                                                    |             |                  |                                                                |              |  |
| Mileage (.545/mile x 3705 mi)                                 | \$ 2,019.00                                        | \$ -        | \$ -             | \$ -                                                           | \$ 2,019.00  |  |
| Total Programmatic Costs                                      | \$ 3,669.00                                        | \$ -        | \$ -             | \$ -                                                           | \$ 3,669.00  |  |
| Total Grant Costs                                             | \$ 41,653.00                                       | \$ -        | \$ -             | \$ -                                                           | \$ 41,653.00 |  |