BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, June 1, 2016
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- Minutes, May 25, 2016 Board meeting.

VISITOR COMMENTS - 5 MINUTE LIMIT

MATTERS:

1) 10:00 a.m. 2nd Reading of Ordinance No. 2016-1, "In the Matter of Amending the Columbia County Ambulance Service Ordinance".

2) 10:15 a.m. Scappoose Bay Watershed Counsel Report

CONSENT AGENDA:

(A) Ratify the Select to Pay for week of 5/30/16.

(B) Ratify Partition Plat for Airpark Development, LLC.

(C) Authorize County Assessor to fill (1) Property Appraiser I Position.

AGREEMENTS/CONTRACTS/AMENDMENTS:

(D) Amendment #2 to the Personal Services Contract with CCMH for Teen and Family Transition Programs.

(E) 2016-2017 VOCA Non-competitive Grant Agreement VOCA-OT-2016 Columbia Co. DAVAP-00063 with the Oregon Department of Justice and authorize the Chair to sign.

(F) Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug Fee Workplace Requirements and authorize the Chair to sign.

(G) Standard Assurances for 2015-2017 VOCA and CFA Non-Competitive Grant Agreement and Authorize the Chair to sign.

(H) Victims of Crime Act Special Conditions for VOCA Non-Competitive Grant Agreement and Authorize the Chair to sign.

DISCUSSION ITEMS:

COMMISSIONER HYDE COMMENTS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER FISHER COMMENTS:

EXECUTIVE SESSION:

Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Amending the Columbia County Ambulance Service Ordinance	))))	ORDINANCE NO. 2016-1

The Board of County Commissioners for Columbia County, Oregon, ordains as follows:

SECTION 1. TITLE.

This ordinance shall be known as Ordinance No. 2016-1. Exhibit "A", which is attached hereto and incorporated herein by this reference, shall be known as the "Columbia County Ambulance Service Ordinance".

SECTION 2. AUTHORITY.

This ordinance is adopted pursuant to ORS 203.035 and 682.031.

SECTION 3. PURPOSE.

The purposes of this ordinance are to: (1) integrate the amendments made by Ordinance No. 2002-3 on April 17, 2002, into the Columbia County Ambulance Service Ordinance, which was originally adopted by Ordinance No. 90-23 on September 19, 1990; (2) update statutory and administrative rule references in the ordinance which have been renumbered in the Oregon Revised Statutes and Oregon Administrative Rules; (3) correct typographical errors in the Ordinance; (4) delete ordinance provisions which are no longer relevant to the Ambulance Service Ordinance; (5) add ordinance provisions which enhance administrative efficiency; and (6) adopt a format which is similar to other County ordinances.

SECTION 4. AMENDMENT.

The Columbia County Ambulance Service Ordinance is amended to read as provided in Exhibit "A", which is attached hereto and incorporated herein by this reference.

SECTION 5. NON-REVIVAL.

The deletion of previously numbered Section 24 of the Ambulance Service Ordinance, "Repealer and Savings Clause", shall not act as a revival of Ordinance No. 88-9, Ordinance No. 88-11, and/or Ordinance No. 89-5, and those ordinances remain repealed.

SECTION 6. SCRIVENER'S ERRORS.

Scrivener's errors in any portion of this ordinance, or any part of Exhibit "A", the Columbia County Ambulance Service Ordinance, may be corrected by order of the Board

of County Commissioners.

SECTION 7. SEVERABILITY.

If for any reason any court of competent jurisdiction holds any portion of this ordinance invalid, such portion shall be deemed a separate, distinct and independent portion, and any such holdings shall not affect the validity of the remaining portions thereof.

DATED this _____ day of _____, 2016.

Approved as to form by

By:_____
Office of County Counsel

Attest:

By:_____
Recording Secretary

First Reading:_____

Second Reading:_____

Effective Date:_____

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:_____
Anthony Hyde, Chair

By:_____
Henry Heimuller, Commissioner

By:_____
Earl Fisher, Commissioner

EXHIBIT "A"

COLUMBIA COUNTY AMBULANCE SERVICE ORDINANCE

SECTION 1. TITLE.

This Ordinance shall be known as the "Columbia County Ambulance Service Ordinance," and may be referred to herein as "this Ordinance".

SECTION 2. AUTHORITY.

This Ordinance is enacted pursuant to ORS 682.062, 682.017, and 682.031 and ORS 203.035.

SECTION 3. POLICY AND PURPOSE.

The Board of County Commissioners finds:

1. That ORS 682.062 and OAR 333-260-0000 to 333-260-0070 require Columbia County to develop and adopt a plan for the county relating to the need for and coordination of ambulance services and to establish Ambulance Services Areas (ASAs) consistent with the plan.

2. That this Ordinance, which establishes methods for creating and modifying Ambulance Service Areas (ASA) and methods for selecting ambulance service providers for each ASA, and establishes the Ambulance Service Area Advisory Committee, together with the most recently adopted Columbia County Ambulance Service Area Plan (ASA Plan), make up the complete plan for ambulance service for Columbia County.

SECTION 4. DEFINITIONS.

1. For the purpose of this Ordinance, words used in the present tense include the future, the singular number includes the plural, the word "shall" is mandatory and not advisory, and the term "this Ordinance" shall be deemed to include all amendments hereafter made to this Ordinance.

2. The words and phrases in this Ordinance shall have the meaning provided in ORS Chapter 682 and OAR Chapter 333, Division 260, unless specifically defined herein to have a different meaning.

3. The provisions of ORS Chapter 192 regarding meetings, notice and records shall apply to this Ordinance.

4. Other specific definitions include:

    a. Administrator. The person designated by resolution of the Board to

administer this Ordinance and the duly authorized deputy or assistant of such person.

b. Ambulance Service. A person, governmental unit or other entity that operates ambulances and that holds itself out as providing prehospital care or medical transportation to persons who are ill or injured or who have disabilities. This note and the subsequent notes will not appear in the final ordinance.

c. Ambulance Service Area or ASA. A geographic area which is served by one ambulance service provider, and may include all or a portion of a county, or all or portions of two or more contiguous counties.

d. Board. The Board of County Commissioners for Columbia County, Oregon.

e. Committee. The Ambulance Service Area Advisory Committee, or ASA Advisory Committee, created pursuant to this Ordinance.

f. Franchise. A franchise to provide ambulance service issued by the Board pursuant to this Ordinance.

g. Person. Means and includes individuals, corporations, associations, firms, partnerships, joint stock companies, and special districts formed and existing pursuant to the Oregon Revised Statutes.

SECTION 5. EXEMPTIONS.

This Ordinance shall not apply to:

1. Ambulances owned by or operated under the control of the United States Government or the State of Oregon.

2. Vehicles being used to render temporary assistance in the case of a major catastrophe or emergency with which the ambulance services of the surrounding locality are unable to cope, or when directed to be used to render temporary assistance by an office at the scene of an accident.

3. Vehicles operated solely on private property or within the confines of institutional grounds, whether or not the incidental crossing of any public street, road or highway through the property or grounds is involved.

4. Ambulances or vehicles transporting patients from outside the County to a health care facility within the County, or which are passing through without a destination in the County.

5. Air ambulances (aircraft utilized as an ambulance) and marine ambulances

(marine craft utilized as an ambulance).

6. Vehicles operated by lumber industries solely for the transportation of lumber industry employees.

7. Any person who drives or attends an individual who is ill or injured or who has a disability, if the individual is transported in a vehicle exempted by this section.

8. Ambulance services that are located outside of the county, which may come into the county for the purpose of fulfilling service agreements or specialty transportation needs, provided the service(s) are currently identified and on file with the Administrator. The Administrator and/or the Ambulance Service Area Advisory Committee may request and review copies of these service agreements as needed to ensure that they do not interfere with the financial stability of the services located and operating within the county.

SECTION 6. ADMINISTRATION.

The Administrator, under the supervision of the Board and with the assistance of the Committee, shall be responsible for the enforcement of this Ordinance. In order to carry out the duties imposed by this Ordinance, the Administrator, or persons authorized by the Administrator, are hereby authorized to enter on the premises of any person regulated by this Ordinance at reasonable times and in a reasonable manner to determine compliance with this Ordinance and regulations promulgated pursuant hereto. The Administrator shall also have access to records pertaining to ambulance service operations of any person regulated by this Ordinance. These records shall be made available to the Administrator at the person's place of business, or copies made and provided as requested by the Administrator.

SECTION 7. AMBULANCE SERVICE AREAS.

The Board adopted Ambulance Service Areas (ASAs) in Ordinance No. 90-23, and they were described in the Ambulance Service Area (ASA) Plan dated August 14, 1991. The current ASAs are described in the most recently adopted ASA Plan (ASA Plan). The Board may change the number and/or boundaries of the ASAs by amendment to the ASA Plan, by adoption of a new ASA Plan, or separately by adoption of an order to that effect. Pursuant to an Intergovernmental Agreement and for administrative convenience, the Board may authorize another County or Counties to award and administer ambulance service franchises within portions of Columbia County, and/or accept the authority from another County or Counties to award and administer ambulance service franchises in portions of such other County or Counties.

SECTION 8. AMBULANCE SERVICE PROVIDERS REGULATED.

No person shall provide ambulance services in Columbia County, Oregon, unless such person is franchised in accordance with the provisions of this Ordinance, except as

provided by Section 5 above.

SECTION 9. APPLICATION FOR AMBULANCE SERVICE FRANCHISE.

1. Applications for franchises shall be accepted only when the Board, or the Administrator, calls for the submittal of applications. This applies to all applications, whether for the initial franchise or a franchise renewal, or franchises to be issued due to early discontinuance or termination of a franchise.

2. Applications for franchises shall be on forms provided by the Administrator. In addition to information required on the forms, the Administrator or Board may require any additional information deemed necessary.

3. The applicant shall provide the following information:

   a. The name and address of the person or agency applying.

   b. The Ambulance Service Area the person desires to serve, the location(s) from which ambulance services will be provided, and the level of service to be provided.

   c. A statement as to whether or not the franchisee will subcontract for any service to be provided. If some service will be provided by subcontract, a copy of that subcontract shall be provided.

   d. A list of vehicles to be used in providing ambulance services including year, make and model, and verification that each vehicle is certified as a basic life support, intermediate life support and/or advanced life support vehicle by the State of Oregon.

   e. A statement that all equipment and supplies in each ambulance conforms to State standards.

   f. A list of personnel to be used in providing ambulance service and their current Emergency Medical Technician certificate number, or other appropriate certification.

   g. Proof of financial ability to operate, including an operating budget or financial statement, references and/or statement of past ambulance service. Private companies must provide a profit and loss statement, in addition to the above materials. Other appropriate financial information, such as income tax returns or reports by governmental authorities shall also be submitted upon request.

   h. Proof of the following minimum levels of insurance to protect the County, its officers, agents, and employees.

i. Workers' compensation and employers' liability insurance meeting statutory limits mandated by state and federal laws.

ii. Commercial general liability and property damage insurance in an amount of not less than $2,000,000.00 per occurrence.

iii. Automobile liability (owned, non-owned, and hired) for bodily injury and property damage in an amount of not less than $2,000,000 per occurrence.

iv. Professional liability insurance covering claims made at any time prior, during or subsequent to the completion of the proposer's services, with a limit of not less than $2,000,000.

The applicant shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees, as additional insureds and shall be accompanied by one or more additional insured endorsements. The certificate of insurance shall include a statement by the insurer that County shall be given no less than thirty (30) days advance written notification if the policy is going to expire, be terminated, cancelled or modified in any material way. If the applicant is granted a franchise under this Ordinance, the applicant shall notify County immediately upon notification to the applicant that any insurance coverage required by this paragraph will be canceled, not renewed or changed to make the coverage no longer meet the minimum requirements of this Ordinance.

The County, in its sole discretion, may raise the minimum level of insurance required if the County's tort claims limit under Oregon law exceeds $2,000,000.

Coverage shall be carried for the duration of the applicable statute of repose in Oregon. All of applicant's and any subcontractor's liability insurance policies, with the exception of workers' compensation, shall contain a waiver of subrogation against the County.

i. A statement of past experience in properly providing ambulance service of a comparable quality and quantity to the service required by this Ordinance, regulations promulgated hereunder, any franchise issued hereunder, and the Ambulance Service Area Plan.

j. Proof of compliance with the terms and conditions of the ASA Plan and applicable county ordinances, in the form of a narrative summary.

SECTION 10. EXISTING AMBULANCE SERVICE PROVIDERS.

Nothing in this Ordinance shall act as a revocation of a franchise granted prior to the effective date of this Ordinance, or any amendment to this Ordinance, except pursuant to the provisions of Section 16 below.

SECTION 11. REVIEW OF APPLICATION FOR FRANCHISE.

1. Applications shall be reviewed by the Administrator, who shall make such investigation as may be appropriate and who may request assistance of other persons as necessary.

2. The Administrator shall notify the holder of a franchise for providing ambulance service to an ASA of any application by another person to take over that franchise.

3. Unless the time is extended by the Board for good cause, the Administrator shall make a recommendation to the Board to grant, deny, modify or attach appropriate conditions to the application. The Administrator shall transmit his or her recommendation within thirty (30) days after the application and any required supplemental information has been received.

SECTION 12. BOARD ACTION ON APPLICATION FOR FRANCHISE.

Upon receipt of the Administrator's recommendation, the Board:

1. Shall publish notice of its intent to hold a public hearing on the application and the Administrator's recommendation at least ten (10) days, but not later than thirty (30) days following publication of the notice.

2. May require additional investigation by the Administrator if it finds that there is insufficient information on which to base its action.

3. Shall, upon the basis of the application, the Administrator's recommendation, and such other information as may be before the Board, make an order granting, denying or modifying the application or attaching conditions thereto.

4. Shall not make an order adverse to the applicant, or to the holder of, or applicant for, another franchise, effective less than thirty (30) days after the date of such order and shall notify such persons in writing of such order. The Board may suspend operation of this subsection and enter an emergency order if it finds that there is an immediate and serious danger to the public or that a health hazard or public nuisance would be created by a delay.

5. After the Board makes an order granting an ambulance service franchise, with or without conditions, and the franchisee is unable to provide a particular service, the Administrator may permit the franchisee to sub-contract such

service to another person upon a finding that the quality and extent of the service would not be jeopardized. The Administrator may require the filing of such information as deemed necessary.

SECTION 13. FRANCHISE TERMS AND RENEWALS.

1. The initial ambulance service franchise in an Ambulance Service Area shall be valid from the date of issuance until December 31, 1995.

2. Thereafter, unless the Board finds that a longer or shorter term is required in the public interest, the term of ambulance service franchises shall be five (5) years, beginning on January 1 of a year and ending December 31 five years later.

3. Unless grounds exist for refusal to renew a franchise, or have existed, or for suspension or revocation of a franchise as set forth in Section 16, or unless the franchise is to be given to a new ambulance service provider, franchises may be renewed by the Board, in its sole discretion, without opening up the application process to new applicants.

4. On or before the last day of July of the year in which the franchise expires, the Administrator shall call for franchise applications for the purpose of franchise renewal or the granting of a new franchise. These applications shall be due no later than September 1 of the year in which the franchise expires. The Board or Administrator may set an earlier or later due date for applications. Application shall be made on forms provided by the Administrator and shall include such additional information as may be required by the Administrator or Board.

5. Review of an application for renewal of a franchise shall be conducted in the same manner as for an application pursuant to section 9, 11 and 12 of this Ordinance.

SECTION 14. EARLY DISCONTINUANCE OF SERVICE BY FRANCHISEE.

1. If a franchisee discontinues services before the expiration of the franchise, the Board or Administrator shall set a time by which applications must be submitted for a new franchise in the ASA. Review of an application shall be conducted in the same manner as for an application pursuant to section 9, 11 and 12 of this Ordinance.

2. The Administrator shall develop a plan for coverage of the ASA, using existing franchisees and/or other resources as available to provide ambulance service in the ASA.

3. The Administrator shall issue a temporary certificate(s), valid for a stated period not to exceed six (6) months, entitling a person(s) to provide

ambulance service in all or part of the ASA.

SECTION 15. TRANSFER OF FRANCHISES.

1. Except in the case of merger pursuant to ORS 198.885 to 198.915, a franchise may not be transferred. If a current franchisee is unable or unwilling to continue service up to the expiration of its franchise, this shall be treated as an "Early Discontinuance of Service by Franchisee" pursuant to Section 14 of this Ordinance.

2. In the case of merger of a special district, pursuant to ORS 198.885 to 198.915, holding a franchise under this Ordinance, into another special district, the Administrator may approve the transfer of the franchise to the successor district upon a finding that the quality and extent of the service would not be jeopardized. The Administrator may request the filing of such information as deemed necessary.

SECTION 16. ENFORCEMENT OF FRANCHISE PROVISIONS.

1. In addition to the remedy provided in Section 17 of this Ordinance and penalties provided elsewhere in this Ordinance, the Administrator shall, upon reasonable cause, make an investigation to determine if there is sufficient reason and cause to suspend, modify, revoke or refuse to renew a franchise as provided by this subsection.

   If in the judgment of the Administrator, there is convincing evidence of: (a) a violation of this Ordinance, subsequent amendments to this Ordinance, ORS Chapter 682 or the rules promulgated thereunder, or the ASA Plan; or (b) evidence that the franchisee has materially misrepresented facts or information given in the application for the franchise, the Administrator shall notify the franchisee in writing by certified mail, return receipt requested, or by personal service of the notice of alleged violation or of misrepresentation and what steps must be taken to cure the alleged violation or misrepresentation. The Administrator shall send a copy of the notice to the Board. Not less than ten (10) days following the receipt of notice of alleged violation or misrepresentation, the Board may enter an order of revocation, modification, suspension, or non-renewal and shall thereby revoke, modify, suspend or not renew the violator's franchise, unless prior thereto the franchisee shall file with the Board a request for a hearing on the Administrator's notice of alleged violation or misrepresentation. If said request is timely filed, revocation, modification, suspension, or non-renewal will be stayed until the Board can, at its earliest convenience, hold a public hearing thereon. Notice of said hearing shall be given by publication of notice thereof at least ten (10) days prior to said hearing. The burden of proof at the hearing held hereunder shall be upon the franchisee-appellant.

2. In lieu of the revocation, modification, suspension, or non-renewal of the

franchise, the Board may order that the violation or misrepresentation be corrected and make the revocation, modification, suspension, or non-renewal contingent upon compliance failure to comply [???] with the order within the period of time stated therein. Notice of the board action shall be provided by certified mail, return receipt requested, or by personal service to the franchisee. The notice shall specify the violation or misrepresentation, the action necessary to correct the violation or misrepresentation, and the date by which the action must be taken. The franchisee shall notify the Board of the action taken. If the franchisee fails to take corrective action within the time required, the Board shall notify the franchisee by certified mail, return receipt requested, or by personal service that the franchise is revoked, modified, suspended or not renewed upon receipt or service of the notice.

3. Should the franchisee fail to comply with an order of the Board issued pursuant to subsection 1 of this Section, then the Board may take any steps authorized by law to enforce its order. All expenses incurred in enforcement of the Board's order, including reasonable attorney fees, may be recovered from the non-complying franchisee.

SECTION 17. PREVENTING INTERRUPTION OF SERVICE.

Whenever the Board finds that the failure of service or threatened failure of service would adversely impact the health, safety or welfare of the residents of this county, the Board shall, after reasonable notice but not less than twenty-four (24) hours notice to the franchisee, hold a public hearing. Upon appropriate findings after the hearing, the Board shall have the right to authorize another franchisee or person to provide the service.

SECTION 18. APPEALS, ABATEMENT AND PENALTIES.

1. All decisions of the Board under this Ordinance shall be reviewable by the Circuit Court of the State of Oregon for the County of Columbia, only by way of writ of review.

2. The provision of ambulance service by any person in violation of this Ordinance, amendments to this Ordinance, or regulations promulgated hereunder, is a nuisance and the Board may, in addition to other remedies provided by law or by this Ordinance, institute injunctive, abatement or other appropriate legal proceedings to temporarily or permanently enjoin or abate such ambulance service.

3. Any person who violates any of the provisions of this Ordinance is guilty of an offense. Failure from day to day to comply with the terms of these provisions shall be a separate offense for each day. Failure to comply with any provision shall be a separate offense for each such provision. This Ordinance may be enforced as provided by, and violators hereof are subject to the penalties provided in, the Columbia County Enforcement Ordinance.

SECTION 19. DUTIES OF AMBULANCE SERVICE FRANCHISEE.

The franchisee:

1. Shall conduct its operation in strict compliance with all applicable State and Federal laws, rules and regulations, the terms of this Ordinance, any subsequent amendments to this Ordinance, and the Columbia County Ambulance Service Area Plan.

2. Shall not fail or refuse to respond to an emergency call for service if an ambulance is available for service.

3. Shall not respond to a medical emergency located outside its assigned Ambulance Service Area except:

   a. When a request for a specific ambulance service is made by the person calling for the ambulance and the call does not dictate an emergency response;

   b. When the franchisee is unavailable to respond and the person is requested by another franchisee or the local 9-1-1 jurisdiction to respond; or

   c. When the response is for supplemental assistance or mutual aid.

4. Shall not voluntarily discontinue service to an assigned Ambulance Service Area until he or she has:

   a. Given ninety (90) days written notice to the Administrator; and

   b. Obtained written approval of the Board.

5. Subsection 4 of this Section shall not apply to change, restriction or termination of service when required by any public agency, public body, or court having jurisdiction.

SECTION 20. AMBULANCE SERVICE **AREA** ADVISORY COMMITTEE.

1. There is hereby created an Ambulance Service Area Advisory Committee.

   a. The Committee shall consist of the following members:

      (1) The health officer for Columbia County.

      (2) One local physician.

      (3) One (1) representative of the local public health authority for

Columbia County.

(4) One (1) public member.

(5–10) One (1) representative of each ambulance service provider. If an ambulance service provider provides service to more than one ASA, that provider may still only have one representative on the ASA Advisory Committee.

(11) One (1) representative of the local 9-1-1 jurisdiction.

b. The Administrator and other Columbia County staff as the Board deems appropriate shall be ex-officio members of the committee without vote to advise and assist the Committee.

2. The Board shall have the sole authority to appoint the members of the Ambulance Service Area Advisory Committee. The Board may appoint additional persons to the Committee to serve as ex-officio members of, or advisors to, the Committee. The Board may appoint or approve the designation of alternates to serve in the absence of persons appointed to the Committee.

3. Except for the County Health Officer, term appointments shall be for staggered terms on the initial Committee for a term not to exceed three years. Subsequent appointments shall be for three year terms. Members shall serve until their successors are appointed and qualified, except in the case of resignation, disqualification or other termination of the appointment. Vacancies shall be filled by the Board for the balance of the unexpired term. Persons may be appointed to successive terms.

4. The Committee shall appoint one of its members as Chair and another as Vice-Chair. The Committee shall meet at such times as deemed necessary or as called by the Board or by the Administrator. The Chair, Administrator or any two members of the Committee may call a special meeting with ten (10) days notice to other members of the Committee; provided, however, that members may waive such notice.

5. Six members shall constitute a quorum for the transaction of business. A majority vote of those present and voting is required to pass motions.

6. In addition to other duties prescribed by this Ordinance the Committee shall:

a. Review and make recommendations to the Administrator regarding the selection criteria for approving a franchise to provide ambulance service.

b. Provide for on-going input to the Board from pre-hospital care

consumers, providers and the medical community.

c. Periodically review the Ambulance Service Area Plan and make recommendations to the Board including, but not limited to:

(1) Reviewing the standards established in the Plan and make recommendations regarding improvement and/or new standards as required by OAR 333-260-0050(1-3);

(2) Monitoring the coordination between emergency medical service resources;

(3) Reviewing dispatch procedures and compliance; and

(4) Reviewing the effectiveness and efficiency of the Ambulance Service Area boundaries.

7. Committee members shall avoid acting in any matters where a conflict of interest may arise. Any Committee member having a direct or indirect financial or pecuniary interest in any matter before the Committee for consideration shall withdraw from participation in any action by the Committee in said matter. Nothing in this Section shall limit the ability of any person to provide testimony to the Committee. Committee members shall comply with Chapter 244 of the Oregon Revised Statutes, "Government Ethics", and the administrative rules of the Oregon Government Ethics Commission governing conflicts of interest in paticular, and government ethics in general.

SECTION 21. CONFIDENTIALITY OF RECORDS.

Any medical and/or patient records obtained under authority of this Ordinance for the purpose of enforcement, investigation or the Quality Assurance Program are confidential and shall be handled in a manner to maintain their confidentiality, and in accordance with the Health Insurance Portability and Accountability of 1996 (HIPAA), as amended, and related federal regulations, as well as Oregon statutes and related administrative rules regarding medical and patient information.

SECTION 22. REGULATIONS OF AMBULANCE SERVICE.

Upon its own motion or upon a recommendation of the Committee or the Administrator, the Board may adopt ordinances, resolutions or orders regulating ambulance service or implementing, interpreting or amending this Ordinance. Such regulations shall not conflict with ORS Chapter 682 and rules promulgated pursuant thereto.

SECTION 23. INITIAL RESPONDER.

Nothing in these provisions prohibits a 9-1-1 jurisdiction, responsible for the

dispatching of emergency services, from dispatching an initial responder to the scene of a medical emergency in addition to dispatching an ambulance service provider. Such initial response shall only be in accordance with this Section.

1. The initial responder shall be a municipal corporation or a special district within Columbia County that provides emergency services within its jurisdiction and requests to be dispatched to medical emergencies.

2. The initial responder shall respond with Emergency Medical Technicians and/or First Responders that are certified by the State of Oregon and who are employed by, or volunteers with, the initial responder.

3. Upon arrival of the ambulance service provider at the location of the medical emergency, the ambulance service provider shall be in charge of, and responsible for, the continuation of emergency medical services. The initial responder shall continue to provide emergency medical services only at the direction of the ambulance service providers.

AMENDMENT NUMBER 2 TO PERSONAL SERVICES CONTRACT (ORS Chapter 279B)
BY AND BETWEEN COLUMBIA COUNTY AND COLUMBIA COMMUNITY MENTAL HEALTH,
FOR
TEEN AND FAMILY TRANSITION PROGRAMS 2013-2014

This Amendment 2 is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and Columbia Community Mental Health, hereinafter referred to as "Contractor".

WHEREAS, the parties entered into the Personal Services Contract for the Teen and Family Transition Program effective July 1, 2013 (the "Original Contract"); and

WHEREAS, the parties entered into Amendment 1 to the Original Contract, extending the termination date to June 30, 2015; and

WHEREAS, the Oregon Department of Education has continued JCP Prevention funding through June 30, 2017; and

WHEREAS, the parties desire to amend the Original Contract to reflect the additional funding;

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. This Amendment Number 1 is effective on the date last signed, below. .

2. Paragraph 2, Completion Date, is amended as follows:

   "The completion date for this Agreement shall be no later than June 30 2017."

3. In addition to requirements otherwise set forth in the Original Contract, for the contract period July 1, 2015 to June 30, 2017, Contractor agrees to provide services as described in the Amended Service Plan and Amended Budget for the Teen and Family Transition Program, which are attached hereto as Exhibit "1", and are incorporated herein by this reference.

4. Paragraph 4, Consideration, is amended as follows:

   For the contract period July 1, 2015 to June 30, 2017, County shall pay contractor on a fee for service basis, a total not to exceed $56,760. Payments for the period shall be made quarterly in the amount of $7095. Payments shall be made upon receipt of funds by the County. All federal funds are required to be paid on a reimbursement basis.

5. Paragraph No. 5, Contract Representatives, is amended to change the County's Contract Representative to:

Janet Evans, Director
Columbia County Department of Community Justice
901 Port Avenue
St. Helens, Oregon 97051

6. This Amendment 2 is effective on the date last signed, below, and shall be retroactive to July 1, 2015.

7. Except as specifically amended herein, the Personal Services Contract by and between the County and Contractor for the Teen and Family Transition Program effective July 1, 2013, as amended, shall remain in full force and effect.

CONTRACTOR

Name: R Migchielsen
(Print Name)

By: _____

Date: 5/16/16

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Date: _____

Approved as to form

By: _____
Office of the County Counsel

Exhibit 1 ***BUDGET INFORMATION/JCP UPDATE***

Columbia Community Mental Health, Teen and Family Transition Budget

The following budget is Exhibit 1 in Amendment 2 to the Personal Services Contract between Columbia County and Columbia Community Mental Health for services provided July 1, 2015, though June 30, 2017.

2015-2017 Funding for this program is JCP:
JCP Prevention: $56,760

With the elimination of Youth Investment and all other funding which had been or could have been allocated to this program, the hours of service were reduced to 15 hours per week.

Personnel

POSITION TITLE	# OF MONTHS	COST
Teens in Transition	24	50136
Finance Assistant	12	
Program Manager	12	

Personnel Subtotal $ 50,136

Non-personnel

Rent, Space, Mortgage	0
Equipment	0
Program Supplies	0
Materials and Services	4224
Utilities	0
Cell Phone	0
Pager	0
Computer	0
Telephone	0
Postage	0
Mileage	0
Flexible Funds	2400

Non-personnel Subtotal $6624

Capital Expenditures

ITEM DESCRIPTIONS	TOTAL
1.	0

Capital Subtotal $ 0

Leveraged Resources

LEVERAGED ITEM DESCRIPTIONS	TOTAL
1.Fiscal Review	1344
2.Executive Management	260
3.Contract Management	108

Other Revenue Subtotal $ 1712

TOTALS	
Total Personnel Requested	50136
Total Non-Personnel Requested	6624
Total Donated or In-Kind Committed To This Project	(1712)
Total Project Budget	58472.

COLUMBIA COUNTY COMMISSION ON CHILDREN AND FAMILIES
230 Strand St., Room 301, St. Helens, OR 97051
503.397.7211 ▲ 503.397.7243 (FAX) ▲ Jan.Kenna@co.columbia.or.us

Chair: Commissioner Earl Fisher, Chair Vice Chair: Woody Davis
Carol Brandt, Michael Carter, Joyce Ervin, Janet Evans, Sherrie Ford,
Jill Hult, Cindy Jaeger, Bruce Lofland, Robin Loper,
Roland Migchielsen, Diana Nish, Holly Pennock, Joan Youngberg

June 9, 2015

Anya Sekino, JCP Program Manager
Youth Development Division
255 Capitol Street NE
Salem, OR 97310

Dear Ms. Sekino,

The following is Columbia County's submission of the 2015-2017 Juvenile Crime Prevention Plan Update. Attached is the Evidence-Based Practices Checklist.

2015-2017 Juvenile Crime Prevention Plan (JCP) Update

PLAN ELEMENTS

PLANNING PROCESS

Alignment with the YDC Strategic Investments in Community Based Programs for Opportunity and Priority Youth

- Columbia County's Juvenile Crime Prevention planning began in earnest in 2000 when the Office of Juvenile Justice and Delinquency Prevention (OJJDP) provided extensive training and support in juvenile justice system analysis and program development. The Comprehensive Strategy for Serious, Violent and Chronic Juvenile Offenders to Promote Positive Youth, Family and Community Development was created in August, 2000. It formed the basis for all future juvenile crime prevention planning.

  The last JCP plan was developed fully in 2010. This was a countywide, comprehensive process which included an in depth analysis guided by Dr. Teri Martin. The May, 2011, and July, 2014, updates built on the 2010 work. The 2014-2015 proposal to the Youth Development Council used the above as a basis for community assessment, this time using the Collective Impact model.

- The plan has not been amended.

- There are 98 partners listed in the 2010 plan. To this have been added school personnel, links to the CCO, and members of the Learning Hub. As organizational staff change, new hires are included in planning processes.
- The plan supports those programs which have been found to effectively address the needs of priority and opportunity youth because Columbia County has done extensive, continuing research on what works best with different populations. The JCP service, Teen and Family Transition incorporates those findings into service delivery using best practices.
- Primary outcomes are reducing family conflict and reducing school failure. Local outcomes are: percent of youth not entering the Juvenile Department, percent of youth with decreased truancy, percent of youth who have increased their grades from failing more than 2 or 3 classes, percent of increase in family communication and functioning, and percent of youth who have experienced a reduction in self harming or at risk behavior. "The strongest predictor of employability and sustaining employment is school failure. Youth and adults who have not succeeded in school face a critical barrier in being able to obtain and sustain jobs of any kind," from Pacific Northwest Works, Columbia County offices.

Updated Plan

Update Relevancy, Data,

Demographics
The Forecast of Oregon's County Populations by Age and Sex, 2010-2015 prepared by the Office of Economic Analysis, Department of Administrative Services, for the State of Oregon shows the total population growing during this period from 49,430 to 54,517. The population self identifies as predominately Caucasian/White. About 25% are ages 19 and under with the 2015 forecast showing this population fairly evenly divided into males and females. According to the State of Oregon Employment Department, the 7 incorporated areas have a population of about 27,410 and unincorporated areas have a population of 22,665. Columbia County is 688 square miles. There are 5 school districts.

According to the Employment Department, Columbia County has a higher percentage of the population who have not achieved a college degree, than does the State of Oregon. Trade, Manufacturing, Education and Health Services, and Leisure and Hospitality lead private sector jobs. The largest sector is Government. Also, the County's labor force has grown by .3% while employment has fallen by 2.9% from 2000 to 2014. The unemployment rate has increased from 5.5% to 8.4% during this time.

Although it abuts Multnomah and Washington counties and Longview, Washington, Columbia County considers itself rural. It is far enough away from services such as higher education and training and health care, which makes access extremely difficult. Socioeconomic disadvantage in youth and families is statistically higher than in metro areas. From the JCP Teen and Family Case Manager: The location of the County creates an insular and hopeless vision of youth and adults. This makes it essential for all of us to work together to strengthen achievement, success and the health of our youth. Something we do well given our limited resources.

Needs, Barriers and Service Gaps: Issues affecting Columbia County include:

- Lack of adequate and flexible funding to develop programs that work and are sustainable.
- Inability to secure funding because risk factor statistics are not "bad" enough.
- Difficulty in accessing services due to large unincorporated areas.
- Alcohol and drug abuse.
- Homelessness.
- Lack of jobs.
- Lack of funding for Community Schools and other educationally based out of school programs.
- High unemployment which perpetuates the cycle of economic disadvantage.
- Lack of adequate health care countywide: no local hospital.
- Lack of educational opportunities: no community college and no advanced training programs.

Juvenile Department Support for Update Relevancy

The Juvenile Department (JD) reports: School attendance, performance and attachment are some of the strongest predictors of whether youth will enter in the juvenile justice system. Parents and guardians often contract agencies such as the JD, law enforcement or Child Welfare seeking help whether the issues be drug and alcohol, academic or mental health issues. If the concerns have not risen to the level of criminal behavior, the JD can refer families to the Teen and Family Transition program for direct service, information, assessment, and links to community resources. Services are free and accessible. This program has reduced the number of youth entering the JD system.

Through research Columbia County has found entrance into the juvenile justice system is a strong predictor of adult criminal behavior. As stated above, lack of school success as a youth equates to difficulty in finding and sustaining lifelong employment. The program uses a case management, wraparound model utilizing community and familial supports. As a result, agencies work more efficiently and effectively together. The Teen and Family Transition program thus benefits the community.

Columbia County has followed Statewide trends of decreasing crime rates among youth offenders. Despite the significant decrease in referrals (30%) over two years, and a 23% decrease in the number of youth referred, there has been a significant increase in the risk and needs of the youth being referred. These higher risk factors including family, education, economics, community and peers, and substance abuse directly correlate to the level of services required to protect the community and prevent future crime. Over the past year, the number of juvenile detention custody days more than doubled. The increase in detention beds has been reflective of the increase in the number of "crossover" youth who are under the jurisdiction of DHS awaiting placement, committed crimes, and pose a risk to the community.

Function	2014	2013	2012
Juvenile Detention Admissions	83	43	58
Juvenile Detention Avr Stay (days)	**5.63**	3.90	4.00
Juvenile Detention total custody days	**467**	166	218
Juvenile Referrals	286	415	408
Total youth referred	200	236	257
Criminal referrals	144	218	214
Informal Probation/diversion	85	107	106
Formal probation/Sanction	37	35	55
Commit to OYA	2	13	7
Waived to Adult Court	1	0	2
Recidivism		30.9%	29.9%
Chronic Offenders		4.0%	3.7%

Juvenile data is captured on a calendar year.

Recidivism rates reflect any subsequent referral for one year- run one year behind

Chronic Offenders commit 3 or more subsequent offenses

Non-criminal offenders include violations and dependency referrals

The continuum of services offered by Columbia County target the youth at each risk level to prevent entering the juvenile system or becoming more enmeshed in the criminal justice system.

"The Teen and Family transition program provides a critical early intervention for youth struggling with poor school attendance, significant family conflict and behavioral or substance abuse issues. As a part of the local collaboration, this program coordinates with additional services which target the youth's specific needs and barriers for success. Although 10% of the youth who have not been diverted from crime, the Teen and Family Transition Program provides a building block for higher level interventions that are provided through the Juvenile Department," Janet Evans, Director Department of Community Justice.

JCP Funded Program Strengths

The program remains vibrant, highly respected and relevant also because:

- The community is regularly educated about the program so referrals can be made when a problem is noted. The community includes but is not limited to parents, students, judges, schools, health organizations, DHS personnel and law enforcement.
- Services are easily accessible and available. The case manager works flexible hours and is able to provide services in any safe setting. The biggest strengths of the program are the delivery of services in the home and at school.
- Anyone can make a referral.

- The program uses a case management model, housed in Columbia Community Mental Health and delivered by a highly trained Licensed Clinical Social Worker (LCSW).
- Crisis response is available.
- Local program development and monitoring allows the program to flex services to meet new challenging needs.

RELATION TO LOCAL DATA ON DISPROPORTIONALE MINORITY CONTACT (DMC)

The JCP plan for Columbia County addresses youth specific needs, including culturally appropriate referrals, treatment and resources.
According to the JJIS RRI results for Columbia County, the calculation comprises insufficient numbers to provide reliable results on Disproportionate Minority Contact. Columbia County's Population at Risk is made up of 87% white, and approx. 13% minorities. Less than 1% of minority youth are placed in a secure detention setting.

POPULATION TO BE SERVED

- The program is for at-risk youth ages 13 to 18, countywide.
- It serves non-offenders who have one risk factor or more in a minimum of two of the assessed domains.
- The JCP assessment, mirrors a best practice approach to prevention/intervention in that it identifies seven domains that are research proven to being key in identifying and treating relevant risk factors. These seven domains are: school issues, peer relationships, behavior issues, family functioning, substance use, attitudes, values and beliefs, and mental health indicators.

  Each domain, then breaks into many relevant risk factors that are research proven to be seriously problematic to healthy functioning, and easily measured upon the reassessment of those same risk factors. Examples include chronic truancy under the school issue domain, serious family conflicts under the family domain, substance use beginning at age thirteen or younger under the substance abuse domain, and youth accepts responsibility for behavior under the attitudes, values and beliefs domain.

- Services are provided by a Licensed Clinical Social Worker.
- Services are provided equally to males and females using culturally sensitive programming.
- Referrals can be made by anyone including youth, families, schools, law enforcement, and health services. Referrals can be made in any form: phone, cell, email, and oral, written. Prior to the reduction in Youth Investment funds, requests for assistance were responded to in 24 hours and there was no waiting list.

JCP STRATEGIES AND PROGRAMS

All funds are used to fund the Teen and Family Transition program via a contract between Columbia County and Columbia Community Mental Health (CCMH). Teen and Family Transition is a family-based prevention and intervention program for high-risk youth that addresses complex and multidimensional problems through clinical practice that is flexibly

structured and culturally sensitive. This clinical model concentrates on decreasing risk factors and on increasing protective factors that directly affect adolescents, with a particular emphasis on familial factors followed by school success. The program is delivered by a Licensed Clinical Social Worker using a case management model. Services are delivered in any safe location, most often the home and in schools.

The program is for at-risk youth ages 13 to 18 and uses a variety of contexts to treat a range of youth and their families. Targeted youth are at risk for delinquency, violence, substance use, school failure or other behavioral problems such as Conduct Disorder or Oppositional Defiant Disorder. The majority of the youth and families served have identified themselves as Caucasian/White. The program is accessed by an equal number of males and females. Teen and Family Transition uses gender and ethnically sensitive programming. The LCSW is trained in providing these services.

Data is entered in the data management system provided by the State of Oregon for those youth and families who agree to have their data entered. Columbia County has a rich history of folks not trusting government. They do not agree having personal nor familial data entered in a state managed data system. They do, however, welcome the services provided. For those who fall into this category, the same services are provided and outcomes tracked by the case manager in CCMH records. Those youth are counted as being served for purposes of the contract.

The contract includes expectations for CCMH such as the percent of youth served who have statistically demonstrated an improved in school success. CCMH has consistently met and primarily exceeded these contracted outcomes. Reports are reviewed at least 2 times a year by the Commission on Children and Families and presented by staff to the Board of County Commissioners.

Prior to 2014-2015, the information provided by NPC Research has been of the utmost value in monitoring outcomes and insuring program design was meeting needs. The last report did not include about 80 youth served so was of no value. In cases such as this, the case manager is able to provide information about results. Juvenile Department staff and the case manager and review youth served (with proper releases) and how many have entered the juvenile justice system. The program has consistently diverted 84%-96% of the youth served. Thus Juvenile Department caseloads are reduced, providing a cost saving to County tax payers---another important result. Please see the 2014 program summary included in this document.

EVIDENCE BASED PRACTICE (EBP)

The Teen and Family Transition (TFT) program is prevention/intervention based incorporating family therapy, skill building, school monitoring, and increasing the family's capacity to use multisytemic community resources. The program model is cited on Office of Juvenile Justice and Delinquency Prevention (OJJDP) website and is based on Functional Family Therapy. It is listed as an Effective. Research information is included on the EBP checklist which is attached to the document. Please refer to it for more information.

RELATION OF SERVICES TO THE CONTINUUM OF SERVICES

Columbia County utilizes the JCP (prevention, basic and diversion) funding to provide an effective continuum of interventions that support positive youth outcomes, timely access to

cost-effective practices that provide accountability and reduce juvenile crime and to build a strong collaboration among community agencies.

This comprehensive approach coordinates services targeting the risk/needs of the youth and increasing the protective factors for youth who have not yet entered the juvenile system while providing appropriate interventions to reduce recidivism in Columbia County.

Columbia County uses the JCP-Prevention funds to support the Teen and Family Transition program to provide a wide array of services targeting youth-specific risks/needs identified in the JCP assessment which include anger management, school support, skill building and parent training. The Teen and Family Transition program receives referrals from the community, schools and the Juvenile Department.

JCP – Basic and Diversion funds are used to target medium and high risk offenders by providing a structure of supervision, accountability, assessment, skill building and other individualized services.

- Assessments and evaluations for specific youth services include Psycho-Sexual evaluations and polygraphs for sexual offenders and psychological evaluations required for case planning and referral.
- Youth support- Unfunded treatment, clothing vouchers, school fees such as GED testing, pro-social activities, gas vouchers and incentives, which enhance youth success
- Accountability- Best practices in juvenile justice support varied approaches to accountability. JCP fund support the varied approaches which include:
    - Youth Offender Program consisting on 3 probation staff who supervise the majority of referrals, providing formal and informal probation, coordination of "wrap-around" youth specific services and multi-agency case collaboration.
    - Juvenile detention is used as a community safety for pre-adjudication and as a sanction to provide accountability for youth offenders failing to comply with probation or for youth who are at the highest risk of commitment to close custody facilities.
    - Alternative sanctions for lower risk or first-time offenders which includes treatment support, UA testing, community service and electronic monitoring

Additional Information

Request for Continuing Consultation

Columbia County received funds which allowed us to work with Dr. Teri Martin in the 2010 JCP planning process. We requested additional hours with Dr. Martin to continue the analysis of how we can best use resources to decrease Juvenile Crime. Analysis would include reviewing increasing access by racial and ethnic minorities to JCP Prevention and Juvenile Department services, caseload management in the Juvenile Department, the links among JCP programs and referral sources and working with local judges to clarify parameters for JCP services within the Juvenile Department. No action was taken on our request to date.

BUDGET INFORMATION

The program will continue to be funded in 2015-2017. The lead agency will change, effective July 1, 2015, to the Community Justice Department, Juvenile Department component. The contact will be Janet Evans, Director. Her contact information: 503.366.4660 and janet.evans@co.columbia.or.us. The 2015-2017 budget will be similar to the one given below for 2014-2015. There is no other known funding for this specific population at this time.

Columbia Community Mental Health, Teen and Family Transition Budget

The following budget is Exhibit 2 in Amendment 1 to the Personal Services Contract between Columbia County and Columbia Community Mental Health for services provided July 1, 2014, though June 30, 2015.

2014-2015 Funding for this program is a combination of JCP and YI funds:

JCP Prevention: $28,380
Youth Investment: $ 6,472.84

With the elimination of Youth Investment and all other funding which had been or could have been allocated to this program, the hours of service were reduced to 15 hours per week.

Personnel

POSITION TITLE	# OF MONTHS	COST
Teens in Transition	12	30,148
Finance Assistant	12	697
Program Manager	12	
	Personnel Subtotal	$30,845.00

Non-personnel

Rent, Space, Mortgage	0
Equipment	0
Program Supplies	0
Office Supplies	697
Utilities	0
Cell Phone	$ 561
Pager	0
Computer	0
Telephone	0
Postage	0
Mileage	1,550

Flexible Funds	1,520

Non-personnel Subtotal $4,008

Capital Expenditures

ITEM DESCRIPTIONS	TOTAL
1.	0

Capital Subtotal $ 0

Leveraged Resources

LEVERAGED ITEM DESCRIPTIONS	TOTAL
1.Fiscal Review	672
2.Executive Management	130
3.Contract Management	54

Other Revenue Subtotal $ 856.00

TOTALS	
Total Personnel Requested	30,845.00
Total Non-Personnel Requested	4,008
Total Donated or In-Kind Committed To This Project	(856)
Total Project Budget	$34,853.00

Columbia County Commission on Children and Families
2014 Teen & Family Transition Program Summary

What can be done to keep youth in school and decrease juvenile crime? That was the challenge faced by participants in Columbia County Commission on Children and Families community meetings in 1995.

Partners, including schools, the juvenile department, and citizens came together to review data, best practices, and local needs including service delivery. As a result the Teen and Family Transition Program was created. It began serving at-risk middle and high school youth and their families that same year.

Services, which include family conflict resolution and anger management, are delivered in the home, at school or wherever the youth and family can easily access them. Hours are flexible to meet the needs of families. Requests for services are responded to within one working day, and crisis response is available. All services are free and there is no waiting list. The program works closely with both the schools and the juvenile department. Support services are arranged when appropriate with other community resources, such as alcohol and drug abuse intervention and more intensive mental health services.

This program has become an integral part of the service delivery system for teens in Columbia County. Community partners recognize that keeping youth out of the juvenile justice and protective services systems is a wise use of local dollars, and Teens in Transition does just that.

Beth (name changed for confidentiality) one of the youth served by the Teen & Family Transition program, reported on interview "I had attempted suicide and would have been dead if it weren't for this program. I was a victim of sexual assault and had a bad relationship with my mom since the 6th grade. Seth met with me regularly and gave me the tools to cope with what was going on around me. Even after our regular sessions ended he called and checked on me, he still does!"

Beth had been referred to other services when her angry behavior caused trouble at school. Beth finally dropped out of school and was using alcohol. She says, "I didn't care what the world had to say." She stopped participating in the services and refused to go back. Then she remembered hearing about the Teen and Family Transition program and was referred to Seth Battles via her school counselor. Since her participation in the Teen & Family Transition Program she has successfully graduated high school, gotten a

job, started a family, and become a contributing member to society.

Since 1995, well over 2,000 youth have been served, of whom more than 90% have not re-entered the juvenile justice or child welfare system. Reviewing JCP and community partner data from the past year, the following has been found from the approximately one hundred youth served by the program in the past four quarters:

~ 96% have not entered the Juvenile Department system.

~100% have not entered the Department of Human Services system.

~ 82% have seen a reduction in truancy.

~ 78% have increased their grades from failing more than two or more classes.

~83% have seen an increase in family communication & functioning, and a corresponding reduction in family conflict.

~81% have experienced a reduction in self harming or at risk behavior such as being a chronic run away.

Data shows that the small percentage that typically does not show vast improvement from involvement with the Teen and Family Program are heavily drug involved or involved in serious criminal behavior before referral.

This concludes our information for the update. If you have questions, please contact me.

Sincerely,

Janet L. Spika Kenna, MSW

ELLEN F. ROSENBLUM
Attorney General

FREDERICK M. BOSS
Deputy Attorney General

DEPARTMENT OF JUSTICE
CRIME VICTIMS' SERVICES DIVISION

MEMORANDUM

DATE: January 1, 2016

TO: 2016-2017 VOCA One-Time Non-Competitive Grant Recipients

FROM: Cathy Relang, Fund Coordinator
Jeanette Ewald, Fund Coordinator

Attached is your agency's 2016-2017 VOCA One-Time Non-Competitive Grant Agreement. Please download the entire document and have your authorized official sign the following pages:

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

Once the Grant Agreement and Exhibits are 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 **and then change the application status in CVSD E-Grants to "Application Accepted."**

Once the signed Grant Agreement and Exhibits have been uploaded in E-Grants, a copy of the Grant Agreement signed by both your authorized official and CVSD 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 Cathy Relang 503-378-4476 or Jeanette Ewald at 503-378-6881.

DEPARTMENT OF JUSTICE

Crime Victims' Services Division

VICTIMS OF CRIME ACT
2016-2017 ONE-TIME VOCA NON-COMPETITIVE
GRANT AWARD COVER SHEET

1. Grantee Name and Address: Columbia County, acting by and through its District Attorney's Office 230 Strand Street, Room 328 St. Helens, OR 97051-2040 Contact Name: Ms. Janice Faltersack Telephone: (503) 366-3914 Fax: (503) 366-3917 E-mail: janice.faltersack@co.columbia.or.us	**2. Special Conditions:** This grant Program is approved subject to such conditions or limitations as set forth the attached Grant Agreement. **3. Statutory Authority for Grant:** **VOCA**: Federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 1061 ET SEQ and ORS 147.231 (1)
4. Award Number: VOCA-OT-2016-ColumbiaCo.DAVAP-00063	**5. Award Date:** January 1, 2016
6. Grantee Tax Identification Number: 93-6002288	**7. DUNS Number:** 094299625
8. Type of Party Receiving Funds: ☒ Subrecipient ☐ Contractor Government Agency / Prosecutor - County District Attorney	**9. Project Period:** January 1, 2016 - December 31, 2017
10. VOCA Category: General Victim Assistance	**11. Total VOCA Grant Award Amount / Match Amount:** $43,200.00 / $10,800.00
12. VOCA CFDA Number: CFDA 16-575	**13. Indirect Cost Rate:** 10% de minimis indirect cost rate
14. Narrative E-Grants Report Due Dates (as appropriate, based on Project period)**:** January 31, 2017 January 31, 2018	**15. Financial and PMT Report Due Dates** (as appropriate, based on Project period)**:** April 30, 2016 April 30, 2017 July 20, 2016 July 20, 2017 October 31, 2016 October 31, 2017 January 31, 2017 January 31, 2018

This award is contingent upon the Grantee agreeing to the terms of award for the grant entitled "2016-2017 VOCA One-Time Non-Competitive Grant". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.

OREGON DEPARTMENT OF JUSTICE
VOCA INTERGOVERNMENTAL GRANT AWARD

2016-2017 VOCA NON-COMPETITIVE GRANT AGREEMENT
VOCA-OT-2016-COLUMBIACO.DAVAP-00063

BETWEEN: State of Oregon, acting by and through its Department of Justice, 1162 Court St. NE Salem, Oregon 97301-4096 Fax: 503-378-6974 (Grantor)

AND: Columbia County, acting by and through its District Attorney's Office(Grantee) 230 Strand Street, Room 328 St. Helens, OR 97051-2040 Fax: (503) 366-3917

PROGRAM START DATE: January 1, 2016

SECTION 1
LEGAL BASIS AND DESCRIPTION OF AWARD

Section 1.01. Legal Basis of Award. Pursuant to the federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 10601 *et.seq.* ("VOCA"), and ORS 147.231, Grantor is authorized to enter into a grant agreement and to make an award, from funds received under VOCA, to Grantee for the purposes set forth herein.

Section 1.02. Agreement Parties. This Intergovernmental Grant Award Agreement, hereafter referred to as Agreement, is between the Grantor and the forenamed Grantee.

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 January 1, 2016

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

(a) This Agreement without any Exhibits;

(b) Exhibits A through E as described in Section 2.04 (d); and

(c) Exhibit F.

This Agreement is also subject to the terms of the following documents, to the extent they do not conflict with the Agreement. In the event of a conflict between two or more of the following documents, the language in the document with the higher precedence shall control.

(a) The most current version of the VOCA Grant Management Handbook available at http://www.doj.state.or.us/victims/pdf/voca_grant_management_handbook.pdf ("VOCA Grant Management Handbook").

(b) 2016-2017 VOCA One-Time Grant Request for Application Instructions and any Amendments ("VOCA One-Time RFA").

(c) Grantee's VOCA Application from the VOCA One-Time RFA to include the following and are collectively referred to as the Grantee's "VOCA One-Time Application."

(i) Form A, Cover Page;

(ii) The services included in Form B, Services Checklist;

(iii) Form F, Project Description;

(iv) As appropriate, Form G, Coordination and Collaboration, Memorandum of Understanding, and Subcontracting;

(v) Form H, Attachments to Upload; and

(vi) Forms I-M, the budget forms ("VOCA One-Time Budget").

(d) For Grantee's receiving VOCA funds for the first time, the Grantee's VOCA One-Time Application from the VOCA One-Time RFA shall include the Grantee's VOCA Application as defined in Section 1.04 (c) herein and the following and are collectively referred to as Grantee's "VOCA One-Time Application."

(i) Form C, Crime Victim Compensation Information;

(ii) Form D, Volunteer Information; and

(iii) Form E, Organization/Program Revenue.

Section 1.05. Requirements for Pass-Through Entities. Information required by 2 CFR 200.331 for pass-through entities to include on all subawards is contained herein or available for VOCA at: http://www.doj.state.or.us/victims/pdf/2015_voca_nc_pass_through_agreement_reqs.pdf.

SECTION 2
GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee maximum not-to-exceed amount of **$ 43,200.00** (the "Grant") from VOCA fund(s) in the category(ies) outlined below to financially support and assist Grantee's implementation of the Grantee's VOCA One-Time Application (as described in Section 1.04), and all supplemental documents submitted by Grantee to Grantor, all of which are incorporated herein by this reference and collectively referred to as the "Project".

Fund	Category	Total Maximum Funds
VOCA	Emergency Services	$ 6,557.10
VOCA	Training	$ 6,490.00
VOCA	Technology/Repair	$18,342.30
VOCA	Other	$11,810.60

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

Section 2.03. Disbursement of Grant Money. Subject to Sections 2.04, 2.05, and 2.06, Grantor shall disburse the Grant money to Grantee on a quarterly eligible expense reimbursement basis after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained and when Grantor has received from Grantee a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (iii) this Agreement terminates as provided herein.

Section 2.04. Conditions Precedent to Each Disbursement. Grantor's obligation to disburse Grant money to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

(a) Grantor has received sufficient funds under VOCA to allow the Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;

(b) Grantor has received sufficient funding, appropriations, limitations, allotments and other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;

(c) Grantor has received a copy of the Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements; Standard Assurances; Single Audit Certification Letter; Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice; Victims of Crime Act Special Conditions; and Subcontractor Insurance Requirements, all in the form attached hereto as **Exhibits A - F** respectively, and incorporated herein by this reference, duly executed and delivered on behalf of Grantee by an authorized official of Grantee;

(d) Grantee certifies insurance coverage is in full force for the duration of this Agreement;

(e) If Grantee expends $750,000 or more in federal funds from all sources in a fiscal year beginning December 26, 2014 or later, Grantee has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, subpart F;

(f) If Grantee agency does not claim an exemption from the EEOP requirement (Grantee is an educational, medical or non-profit institution or an Indian Tribe; or Grantee has less than 50 employees; or Grantee was awarded less than $25,000 in federal U.S. Department of Justice funds), Grantee has prepared, maintained on file, submitted to the Office for Civil Rights for review (if receiving a single award of $500,000 or more), and implemented an EEOP;

(g) Grantee is current in all reporting requirements of all active or prior VOCA grants including, but not limited to:

    (i) Grantor has received from Grantee a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed;

    (ii) Grantor has received the completed VOCA Narrative Reports as described in the most recent version of the VOCA Grant Management Handbook; and

    (iii) Grantor has received the completed VOCA Performance Measurement Tool reports.

(h) No default as described in Section 6.03 has occurred; and

(i) Grantee'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 Grantee fails to satisfy any of the following conditions, Grantor may withhold disbursement:

1. The grant funds for the Karpel project will not be released until a final signed contract has been uploaded and approved.
2. The grant funds for the Temp Graphic Design project will not be released until a final signed contract has been uploaded and approved.

Section 2.06. Grant Availability Termination. The availability of Grant money under this Agreement and Grantor's obligation to disburse Grant money pursuant to Section 2.03 shall end on December 31, 2017 (the "Availability Termination Date"). Grantor may not disburse any Grant money after the Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Grantor accepts Grantee's completed performance or on December 31, 2017 whichever date occurs first. Agreement termination shall not extinguish or prejudice Grantor's right to enforce this Agreement with respect to any default by Grantee that has not been cured.

SECTION 3
USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee's use of the Grant money is limited to those expenditures necessary to implement the Project and that are eligible under applicable federal and State of Oregon law, and as described in the most recent version of the VOCA Grant Management Handbook. Furthermore, Grantee's expenditure of Grant money must be in accordance with the VOCA One-Time Budget set forth in the Grantee's VOCA One-Time Application.

The VOCA allocation described in section 2.01 may only be allocated for Project costs incurred between January 1, 2016 and December 31, 2017.

Section 3.02. Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant money for (i) indirect costs defined in 2 CFR 200.56 in excess of a federally-approved Negotiated Indirect Cost Rate, or in excess of ten percent (10%) if Grantee does not have a federally approved Negotiated Indirect Cost Rate, (ii) unallowable costs as listed in 2 CFR Part 200 and OAR 137-078-0041 (2)(a), (iii) to provide services to persons other than those described in Section 5.15(a), (iv) for any purpose prohibited by any provision of this Agreement, or (v) to retire any debt or to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement. A detailed list of unallowable costs can be found in the most recent versions of the VOCA Grant Management Handbook.

Section 3.03. Unexpended Grant Money. Any VOCA Grant money disbursed to Grantee, or any interest earned by Grantee on the VOCA Grant money, that is not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor. Grantee may, at its option, satisfy its obligation to return unexpended VOCA funds under this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor. If Grantee fails to return the amount of the unexpended VOCA funds within fifteen (15) days after the earlier of the Availability Termination Date or the date this Agreement is terminated, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any contract or agreement, present or future, between Grantor and Grantee.

SECTION 4
GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01. Existence and Power. Grantee is a political subdivision of the State of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

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

Section 4.03. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

SECTION 5
GRANTEE'S AGREEMENTS

Section 5.01. Program Commencement. Grantee shall cause the Program to be operational no later than 60 days from the date of this Agreement. If the Project is not operational by that date, Grantee must submit a letter to Grantor describing steps taken to initiate the Program, reasons for delay, and the expected Program starting date. If the Program is not operational within 90 days of the date of this Agreement, the Grantee must submit a second letter explaining the additional delay in implementation, and the Grantor may, after reviewing the circumstances, consider the Grantee in default in accordance with Section 6.03 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Project Completion. Grantee shall complete the Project no later than **December 31, 2017** provided, however, that 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, Grantee shall not be required to complete the Project.

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

Section 5.04. Civil Rights for Victim Services.

(a) Grantee shall collect and maintain statutorily required civil rights statistics on victim services as described in the most recent version of the VOCA Grant Management Handbook.

(b) Grantee shall comply with the following Oregon Department of Justice, Crime Victims' Services Division ("CVSD") policies for addressing discrimination complaints:

(i) *Procedures for Responding to Discrimination Complaints from Employees of the Oregon Department of Justice, Crime Victims' Services Division's Subrecipients under U.S. Department of Justice Grant Programs*, available at http://www.doj.state.or.us/victims/pdf/civil_rights_complaints_employees.pdf; and

(ii) *Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victims' Services Division and the Oregon Department of Justice, Crime Victims' Services Division Subrecipients* available at http://www.doj.state.or.us/victims/pdf/civil_rights_complaints_participants.pdf.

(c) Grantee shall complete and certify completion of civil rights training as described under Training on CVSD Civil Rights Requirements web page available at http://www.doj.state.or.us/victims/pages/civil_rights.aspx. Grantee shall conduct periodic training to Grantee employees on the procedures set forth in the policies referenced in subsection (b) of this Section.

(d) Grantee shall prominently display at locations open to the public and shall include on publications, websites, posters and informational materials a notification that Grantee is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age or disability and the procedures for filing a complaint of discrimination as described in the "Civil Rights Fact Sheet" developed by CVSD and available at http://www.doj.state.or.us/victims/pdf/civil_rights_fact_sheet.pdf.

Section 5.05. Volunteers. Grantee organization will use volunteers unless a waiver has been obtained from CVSD.

Section 5.06. Training Requirements.

(a) Grantee shall ensure that direct service staff, volunteers and members of the board of directors, or governing body or designated leaders with direct responsibility for domestic violence and sexual assault programs attend training that meets the requirements adopted by the Department of Human Services ("DHS") Advisory Committee: http://www.doj.state.or.us/victims/pdf/dvsa_training_requirements.pdf.

(b) Grantee shall ensure that VOCA-funded staff providing direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations attends the Oregon Basic State Victim Assistance Academy (SVAA) training: http://www.oregonvictims.org/basic-svaa. Child Abuse Intervention Centers and Special Population organizations may alternatively submit a 40-hour training plan for CVSD approval that covers topics relevant to the VOCA-funded staff position(s), which may be from SVAA, DHS Advisory Committee adopted training requirements described in subsection (a) of this Section, VAT *Online* described in subsection (c) of this Section, and additional population-specific topics.

(c) Volunteers and interns providing VOCA-funded direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations are required to successfully complete the Office for Victims of Crime (OVC) Victims Assistance

Training *Online* (VAT *Online*) or a training program that minimally covers the topics included in VAT *Online*: https://www.ovcttac.gov/views/TrainingMaterials/dspOnline_VATOnline.cfm. Alternatively, Child Abuse Intervention Centers and Special Population organizations may submit a training plan for CVSD approval that covers topics relevant to volunteer position(s), which may be from VAT *Online*, DHS Advisory Committee adopted training requirements described in subsection (a) of this Section, SVAA described in subsection (b) of this Section, and additional population-specific topics.

(d) VOCA-funded staff providing direct services is encouraged to attend the CVSD-sponsored Crime Victims Compensation Training at least once every four years.

(e) Grantee shall notify the CVSD when any staff training is completed by updating the Staff Roster in the CVSD web-based grant application and reporting system ("CVSD E-Grants"). Grantee shall document training completed by volunteers, interns and members of the board of directors, or governing body or designated leaders.

(f) Grantee shall attend all appropriate CVSD-sponsored training unless specific written permission excusing attendance has been obtained from CVSD.

Section 5.07. Reporting Requirements. Grantee shall submit the following reports:

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

(b) Quarterly Performance Measurement Tool Reports. No later than 30 days after the end of the calendar quarters ending March 31, September 30, and December 31, and no later than July 20 for the calendar quarter ending June 30, Grantee shall provide Grantor with quarterly performance measurement tool reports.

(c) Annual Narrative Reports. No later than 31 days after the end of the calendar quarter ending December 31, Grantee shall prepare and submit to Grantor an Annual Narrative Report covering the reporting period just ended from January 1 through December 31.

Section 5.08. Procurement Standards. Grantee shall follow the same policies and procedures it uses for procurement from any other state or federal funds. Grantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.326.

Section 5.09. VOCA Matching Funds. Grantee shall obtain and expend VOCA Program matching funds as identified in the Budget and Narrative. Grantee is required to provide matching funds equal to 25% of the VOCA Grant funds received unless a match waiver has been requested and approved.

Section 5.10. Confidentiality. In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, Grantee shall protect the confidentiality and privacy of persons receiving services. Grantee shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs; or reveal individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an un-emancipated minor, the minor and the parent or guardian or in the case of persons with disabilities, the guardian) about whom information is sought, whether for this Program or any other federal, state, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, person with disabilities, or the abuser of the other parent of the minor.

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

Grantee 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.

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

Grantee shall notify the Grantor promptly after receiving a request from the media for information regarding a recipient of services funded with Grant monies.

Section 5.11. Criminal History Verification. Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

(a) By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Grantee; or

(b) As the employer, by contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or

(c) By use of 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.

Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, applicants 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.

Grantee 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 Grantee intends to hire or retain the employee, potential employee or volunteer, Grantee shall confirm in writing

the reasons for hiring or retaining the individual. These reasons shall address how the applicant/ employee/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.

Grantee will place this explanation, along with the applicant/employee/ volunteer's criminal history check, in the employee/volunteer personnel file for permanent retention.

Section 5.12. Maintenance, Retention and Access to Records; Audits.

(a) Maintenance and Retention of Records. The Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Chief Financial Officer set forth in the most recent version of the Office of Justice Programs (OJP) Financial Guide, including 2 CFR part 200, subpart F (if applicable), and 2 CFR Part 2800. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this Grant shall be retained by the Grantee for a minimum of six years following termination or expiration of this Agreement for purposes of State of Oregon or federal examination and audit provided, however, that if there is any audit issue, dispute, claim or litigation relating to this Agreement or the Grant, Grantee shall retain and keep accessible the books of account and records until the audit issue, dispute, claim or litigation has been finally concluded or resolved. It is the responsibility of the Grantee to obtain a copy of the OJP Financial Guide from the Office of the Chief Financial Officer available at: http://ojp.gov/financialguide/DOJ/index.htm and apprise itself of all rules and regulations set forth.

(b) Access to Records. Oregon Department of Justice/CVSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office ("GAO") or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the Grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.

(c) Audits. Grantee 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 Grantee expends $750,000 or more in federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, subpart F. Copies (electronic or URL address) of all audits must be submitted to CVSD within 30 days of completion. If Grantee expends less $750,000 in its fiscal, Grantee is exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in subsection (b) of this Section.

Audit Costs. Audit costs for audits not required in accordance with 2 CFR Part 200, subpart F are unallowable. If Grantee 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 5.13. Compliance with Laws. Grantee 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 money and the activities financed with the Grant money. Without limiting the generality of the foregoing, Grantee 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, 42 U.S.C. §3789d(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, 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 Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, Crime Victims' Services Division, 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 Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, Crime Victims' 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 Grantee to have a Data Universal Numbering System (DUNS) number and maintain a current registration in the System for Award Management (SAM) database.

(e) **Services to Limited English-Proficient Persons (LEP)** which includes national origin discrimination on the basis of limited English proficiency. Grantee 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. Grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing its proposal and budget and in conducting its Program 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 grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

(f) **Equal Treatment for Faith-Based and Community 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 http://ojp.gov/funding/Explore/SolicitationRequirements/OtherRequirements.htm and www.ojp.usdoj.gov/ocr.

(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, Grantee 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, CVSD, 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.

Section 5.14. VOCA Eligibility Requirements. Grantee will comply with the federal eligibility criteria established by VOCA and the Office of Justice Programs Financial Guide in order to receive VOCA funds as described in the Grantee's VOCA One-Time Application.

Section 5.15. Assurances. The Grantee assures that it will:

(a) Utilize Grant funds only to provide authorized services to victims of crime;

(b) Obtain prior approval from the Oregon Department of Justice, CVSD for:
1. Redirection of funds in or out of the Personnel category; OR
2. Movement of funds that totals more than $500 in the Services and Supplies or Other Services categories; OR
3. To add a budget category or line item that did not exist in the original budget; OR
4. Delete an existing category.

(c) Comply with the requirements of the current version of the Office of Justice Programs, Financial Guide, available at: http://ojp.gov/financialguide/DOJ/index.htm; and

(d) Comply with the terms of the most recent versions of the VOCA Grant Management Handbook.

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

Section 6.03. Default. Either party 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 Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the Program, the expenditure of Grant monies or the performance by Grantee is untrue in any material respect when made; or

(c) Grantee (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 a 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 Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee 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 Grantee is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04. Remedies Upon Default. If Grantee's default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant money, payment of interest earned on the Grant money, and declaration of ineligibility for the receipt of future VOCA awards. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant money or payment of interest earned on the Grant money, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

SECTION 7
MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Grantor 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 shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission in generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

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 CVSD E-Grants and 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.

Section 7.05. Subcontracts, Successors and Assignments.

(a) Grantee shall not enter into any subcontracts for any of the Program activities required by this Agreement without Grantor's prior written consent. Grantee shall require any subcontractors to comply in writing with the terms and conditions of this Agreement and provide the same assurances as the Grantee must in its use of federal funds. Grantor's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement.

(b) This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07. Contribution and Indemnification.

(a) 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) With respect to a Third Party Claim for which the Grantor is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the Grantor 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 Grantee in such proportion as is appropriate to reflect the relative fault of the Grantor on the one hand and of the Grantee 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 Grantor on the one hand and of the Grantee 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 Grantor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Grantor had sole liability in the proceeding.

(c) With respect to a Third Party Claim for which the Grantee is jointly liable with the Grantor (or would be if joined in the Third Party Claim), the Grantee 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 Grantor in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the Grantor 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 Grantee on the one hand and of the Grantor 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 Grantee'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) Indemnification by Subcontractors. Grantee shall take all reasonable steps to cause each of its contractors that are not a unit of local government as defined in ORS 190.003, if any, 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 Grantee'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.

(f) Subcontractor Insurance Requirements. Grantee shall require each of its first tier contractors that is not a unit of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Exhibit F, attached hereto and incorporated by reference herein, before the contractor performs under the contract between Grantee 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 Grantor. Grantee shall not authorize contractor to begin work under the Subcontract until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee 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 Grantee permit a contractor to work under a Subcontract when the Grantee 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 Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.08. False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785)

or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

Section 7.09. Time is of the Essence. Grantee agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.10. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Money; Section 5.12, Maintenance, Retention and Access to Records; Audits; and Section 7, MISCELLANEOUS and any other provisions that by their terms are intended to survive.

Section 7.11. 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 7.12. 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 7.13. 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 7.14. Headings. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.15. No Third Party Beneficiaries. Grantor and Grantee 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 Victims' Services Division
Date: _____

COLUMBIA COUNTY, ACTING BY AND THROUGH ITS DISTRICT ATTORNEY'S OFFICE

By: _____
Name: Tony Hyde
Title: Chair of the Board of Commissioners
Date: _____

EXHIBIT A

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

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

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

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

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

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

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

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

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

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

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

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

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

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

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

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

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

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

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

_____

_____

_____

Check here ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check here ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:
Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Columbia County acting by and through its District Attorney's Office

230 Strand Street St. Helens, Oregon 97051

1. Grantee Name and Address:

VOCA -OT-2016-Columbia County DAVAP 00063

2. Application Number and/or Project Name

93-6002288

3. Grantee IRS/Vendor Number

Tony Hyde Chair of the Board of Commissioners

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

*U.S. Government Printing Office: 1996 - 405-037/40014

EXHIBIT B

OMB APPROVAL NUMBER 1121-0140
As modified by the Office of Criminal Justice Services
Pursuant to request of the OJP Office of Civil Rights

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; 2 CFR Part 200; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).

5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include:

- Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
- Victims of Crime Act (42 U.S.C. § 10604(e));
- Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
- Civil Rights Act of 1964 (42 U.S.C. § 2000d);
- Rehabilitation Act of 1973 (29 U.S.C. § 7 94);
- Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
- Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86);
- Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
- Ex. Order 13279 (equal protection of the laws for faith-based and community organizations);
- Equal Treatment for Faith-Based Organization (28 C.F.R, pt. 38); and
- Nondiscrimination, Equal Employment Opportunity, Policies and Procedures (28 C.F.R. pt. 42).

In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Additionally, all grant recipients (including subgrantees or contractors) agree to report any complaints, lawsuits, or findings from a federal or state court or a federal or state Administrative Agency regarding a civil rights finding.

7. If a governmental entity:

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Tony Hyde	Chair of the Board of Commissioners
Print Name of Authorized Official	Title
Signature of Authorized Official	Date

EXHIBIT C

SINGLE AUDIT CERTIFICATION LETTER

January 1, 2016

~~Ms. Janice Faltersack~~ Jennifer Cuellar-Smith
Columbia County, acting by and through its District Attorney's Office
230 Strand Street, Room 328
St. Helens, OR 97051-2040

RE: Subrecipient Audit Requirements of 2 CFR Part 200, Subpart F for audits of Grant Agreement between the Oregon Department of Justice and for the period of January 1, 2016 – December 31, 2017 under the VOCA One-Time Non-Competitive Grant Award/CFDA#16-575 /$ 43,200.00.

Dear Ms. Janice Faltersack,

The Oregon Department of Justice is subject to the requirements of Office of Management and Budget (OMB) 2 CFR Part 200, subpart F. As such, the Oregon Department of Justice is required to monitor our subrecipients of federal awards and determine whether they have met the audit requirements and whether they are in compliance with federal laws and regulations. A copy of 2 CFR Part 200, Subpart F can be found at the following web address: http://www.ecfr.gov/cgi-bin/text-idx?SID=704835d27377ef5213a51c149de40cab&node=2:1.1.2.2.1&rgn=div5#2:1.1.2.2.1.6
Accordingly, we are requesting that you check one of the following, provide all appropriate documentation regarding your organization's compliance with the audit requirements (CVSD will only accept the URL address for your organization's audit or an electronic copy), sign and date the letter and return this letter along with your Grant Agreement and Exhibits A, B, D, and E.

1.__X__ We have completed our single audit for our most recent fiscal year, ending _06/30/2015_. The URL address indicated below or an electronic copy of the audit report and a schedule of federal programs by major program have been provided. (If material exceptions were noted, the responses and corrective actions taken have also been provided.)
URL address for single Audit: www.co.columbia.or.us/departments/finance/finance

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

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

J.K Cuellar Smith
Print Name of Fiscal Officer

Finance Director
Title

Signature of Fiscal Officer

Date

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

EXHIBIT D

Oregon Department of Justice – Crime Victims' Services Division

CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS
FOR SUBGRANTS ISSUED BY THE OREGON DEPARTMENT OF JUSTICE

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

Grant Award: VOCA-OT-2016-ColumbiaCo.DAVAP-00063 **Grant Title:** VOCA One-Time Non-Competitive Grant	
Grantee Name (Funded Entity)**:** Columbia County, acting by and through its District Attorney's Office	
Address: 230 Strand Street, Room 328, St. Helens, OR 97051-2040	
Program Period: Start Date: January 1, 2016 End Date: December 31, 2017	**Award Amount:**$43,200.00
Contact Name, Phone # & E-mail address: Ms. Janice Faltersack, (503) 366-3914, janice.faltersack@co.columbia.or.us	

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

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

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

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

Person responsible for reporting civil rights findings of discrimination:

R. Stephen Atchison Columbia County District Attorney's Office

230 Strand Street St. Helens, Oregon 97051 503-397-0300 steve.atchison@co.columbia.or.us

I certify that Columbia County, Acting by and through its District Attorney's Office [*Grantee*] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

R. Stephen Atchison, District Attorney

Print or Type Name and Title *Signature* *Date*

II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:

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

☐ **<u>CERTIFICATION A</u>: Declaration Claiming Complete Exemption from the EEOP Requirement**

Please check all the following boxes that apply:

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

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

_____
Print or Type Name and Title *Signature* *Date*

☒ **<u>CERTIFICATION B</u>: Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review**

If a recipient agency has fifty or more employees and is receiving a single award of $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Jean Ripa [*authorized official*],
certify that Columbia County Acting by and through its District Attorney's Office [*Grantee*],
which has fifty or more employees and is receiving a single award for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, DOJ/CVSD, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

Columbia County Human Resources Department [*organization*],

230 Strand Street St. Helens, Oregon 97051 [*address*].

Jean Ripa Human Resources Director
Print or Type Name and Title *Signature* *Date*

☐ **<u>CERTIFICATION C</u>: Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review**

If a recipient agency has fifty or more employees and is receiving a single award of $500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [*authorized official*],
certify that _____ [*Grantee*],
which has fifty or more employees and is receiving a single award of $500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [*date*] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

_____
Print or Type Name and Title *Signature* *Date*

* * * * * * * * * *

This original signed form must be returned to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street NE, Salem, OR 97301-4096, along with your Grant Agreement and Exhibits A, B, C, and E. You must also forward a signed copy to the person you identified under "I" on page 1. Electronically scan the signed document and send the signed document to EEOPForms@usdoj.gov with EEOP Certification in the subject line. Please retain a copy for your records.

For more information regarding EEOP requirements, please access the Office for Justice Programs, Office for Civil Rights web page at: http://www.ojp.usdoj.gov/ocr.

EXHIBIT E

VICTIMS OF CRIME ACT SPECIAL CONDITIONS

1. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the United States Department of Justice (USDOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by USDOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

2. Under the Part 200 Uniform Requirements, a time-limited grace period for procurement standards may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (found at 2 C.F.R. 200.317 through 200.326).

   For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm .

3. Grantee agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").

4. Grantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Grantee is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of its Standard Assurances executed but h Grantee, and may result in suspension of funding until such time as the Grantee is in compliance, or termination of the award.

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

6. Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of DOJ.

7. Grantee and any subcontractors must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

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

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

1. In accepting this award, the Grantee --
a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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

2. If the Grantee does or is authorized to make subawards or contracts under this award --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

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

9. Grantee understands and agrees that is cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without express prior written approval of DOJ.

10. Grantee agrees to comply with any additional requirements that may be imposed during the Grant performance period if the Grantor determines that the Grantee is a high-risk grantee.

11. Grantee agrees to comply with applicable requirements regarding registration with the SAM, System for Award Management (or with a successor government-wide system officially designated by OMB and OJP). The details of Grantee obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/sam.htm (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

12. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Grantee to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

13. Grantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

14. Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles available at http://www.ojp.usdoj/funding/ojptrainingguidingprinciples.htm.

15. Grantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the Grantee will promptly notify, in writing, the Fund Coordinator for this award, and, if so requested by DOJ, seek a budget–modification or change-of-project-scope grant amendment to eliminate any inappropriate duplication of funding.

16. Grantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

17. Grantee understands and agrees that (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

18. A Grantee that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise DOJ in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).

19. Grantee must collect, maintain, and provide to DOJ, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by DOJ. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

20. VOCA Requirements
    Grantee will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

21. Grantee will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

22. Grantee understands that this award is subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. Grantee agrees to assist DOJ in carrying out its responsibilities under NEPA and related laws, if the Grantee plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) Grantee also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

23. Grantee agrees to submit (and, as necessary, require subcontractors to submit) performance reports on the performance metrics identified by OVC, and in the time and manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction. Beginning October 1, 2015, Grantee agrees to submit (and, as necessary, require sub-recipients to submit) such information quarterly.

24. Grantee, if a non-profit entity, agrees to make its financial statements available online (either on the Grantee's website or another publicly available website). DOJ will consider Grantee organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

25. Grantee, if a non-profit entity, agrees to certify its non-profit status. Grantees may certify their non-profit status by submitting a statement to the recipient (to be placed in the grant file) affirmatively asserting that the Grantee is a non-profit organization, and indicating that it has on file, and available upon audit, either – 1) a copy of the recipient's 501(c)(3) designation letter; 2) a letter from the Grantee's state/territory taxing body or state/territory attorney general stating that the recipient is a non-profit organization operating within the state/territory; or 3) a copy of the Grantee's state/territory certificate of incorporation that substantiates its non-profit status. Grantee that are local non-profit affiliates of state/territory or national non-profits should have available proof of (1), (2) or (3), and a statement by the state/territory or national parent organization that the Grantee is a local non-profit affiliate.

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

Tony Hyde	Chair of the Board of Commissioners
Print Name of Authorized Official	Title
Signature of Authorized Official	Date
Jennifer Cuellar-Smith	Finance Director
Print Name of Fiscal Officer	Title
Signature of Fiscal Officer	Date

EXHIBIT F

SUBCONTRACTOR INSURANCE REQUIREMENTS

A. REQUIRED INSURANCE. Subcontractor shall obtain at Subcontractor's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor 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 Grantor.

i. WORKERS COMPENSATION. All employers, including Subcontractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

ii. EMPLOYERS' LIABILITY.

☒ **Required by Agency** ☐ **Not required by Agency.**

If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

iii. PROFESSIONAL LIABILITY

☒ **Required by Agency** ☐ **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides professional advice or services, Subcontract shall obtain and maintain Professional Liability Insurance in a form and with coverages that are satisfactory to the State covering any damages caused by an error, omission or any negligent acts related to the professional services to be provided under this Agreement.

iv. COMMERCIAL GENERAL LIABILITY.

☒ **Required by Agency** ☐ **Not required by Agency.**

Subcontractor shall obtain and maintain Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis.

v. AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.

☒ **Required by Agency** ☐ **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides transportation for or transports individuals in automobiles, Subcontractor shall obtain and maintain Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

B. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Subcontractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, Subcontractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following Subcontractor's completion and Grantor's acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Subcontractor shall provide to Grantee or Grantor, upon Grantee or Grantor's request, certification of the coverage required under this Exhibit F.

D. CERTIFICATE(S) OF INSURANCE. Subcontractor shall provide to Grantee Certificate(s) of Insurance for all required insurance before performance required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any. **The Subcontractor shall immediately notify the Grantee of any material change in insurance coverage.**