

June 18, 2025

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Local Subrecipient Agreement with LoveOne for drug possession charge deflection program participant services. Agreement Value is \$1,914,675 for 3 years and 3 months. Funding is through Oregon House Bills 4002 and 5204.  
No County General Funds are involved.**

<b>Previous Board Action/Review</b>	<ul style="list-style-type: none"> <li>Grant Agreement with the Oregon Criminal Justice Commission for HB 5204 funding. Approved May 16, 2024, 20242516 I.A.3</li> <li>Amendment No. 1 to the Grant Agreement with Oregon Criminal Justice Commission for HB 4002 funding. Approved September 26, 2024, 20240926 V.A.2</li> </ul>		
<b>Performance Clackamas</b>	<ol style="list-style-type: none"> <li>This funding aligns with H3S's Strategic Action Plan goal to increase self-sufficiency for our clients.</li> <li>This funding aligns with the County's Performance Clackamas goal to ensure safe, healthy, and secure communities.</li> </ol>		
<b>Counsel Review</b>	Yes. Amanda Keller	<b>Procurement Review</b>	No
<b>Contact Person</b>	Vahid Brown, HCDD Deputy Director	<b>Contact Phone</b>	(971) 334-9870

**EXECUTIVE SUMMARY:** On behalf of the Housing and Community Development Division (HCDD), the Health, Housing and Human Services Department requests approval of a Subrecipient Agreement with LoveOne for Deflection Services funded through Oregon House Bill (HB) 4002 and 5204.

The 2024 State Legislature passed HB 4002, creating a unique misdemeanor crime for drug possession and creating allowances for counties to implement locally designed deflection programs to incentivize people charged with possession to move toward treatment and recovery. HB 5204 is a complementary bill that provides funding to allow counties to stand up these local programs. The Oregon Criminal Justice Commission (OCJC) approved the formula funding for this program, identifying that \$1,914,675 is available to Clackamas County to implement the deflection program, with eligible use of the funds occurring through June 2027.

LoveOne, the Subrecipient for this agreement, has a proven track record of providing outreach and engagement services and has previously been awarded as a Subrecipient for similar deflection services. This award was made through a sole source selection approved by procurement on July 30, 2024.

LoveOne will facilitate Clackamas County's deflection program, which will include outreach and navigation for conditional discharge deflection program-eligible individuals. The Subrecipient will hire deflection coordinators, navigators, and staff to assist with running the program. The Subrecipient's deflection coordinators and navigators will coordinate with the Clackamas County District Attorney's Office to determine the eligibility of a household for deflection enrollment by the appropriate court.

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The Subrecipient will then initiate outreach and engagement efforts immediately upon receiving a referral, with the expectation of contact being established with the referred household within two business days. Repeated unsuccessful efforts to establish contact with referred households will be communicated to the County.

This agreement is funded through HB 4002 and 5204.

**RECOMMENDATION:** Staff respectfully requests that the Board of County Commissioners approve the Agreement (12087) with LoveOne and authorize Chair Roberts, or his designee, to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in cursive script that reads "Mary Rumbaugh".

Mary Rumbaugh  
Director of Health, Housing and Human Services

<b>CLACKAMAS COUNTY, OREGON</b> <b>LOCAL SUBRECIPIENT GRANT AGREEMENT # 12087</b>	
Program Name: <b>Clackamas County Deflection Program</b> Program Number:	
This Agreement is between <b>Clackamas County</b> , Oregon, acting by and through its Housing and Community Development Division ("COUNTY"), and <b>LoveOne</b> ("SUBRECIPIENT"), an Oregon Nonprofit Corporation.	
<b>Clackamas County Data</b>	
Grant Accountant:	Program Manager: <b>Vahid Brown</b>
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503)742-5400 <a href="mailto:financeaccounting@clackamas.us">financeaccounting@clackamas.us</a>	Housing and Community Development Division 2051 Kaen Road Oregon City, OR 97045 (971) 334-9810 <a href="mailto:VBrown@clackamas.us">VBrown@clackamas.us</a>
<b>Subrecipient Data</b>	
Finance/Fiscal Representative:	Program Representative: <b>Brandi Johnson</b>
	LoveOne P.O. Box 212 Oregon City, OR 97045  <a href="mailto:Hello@LoveOneCommunity.org">Hello@LoveOneCommunity.org</a>
FEIN:	

### RECITALS

1. The 2024 Oregon State Legislature passed HB 4002 creating a unique misdemeanor crime for drug possession and creating allowances for counties to implement locally designed deflection programs to incentivize people charged with possession to move toward treatment and recovery. Clackamas County applied for and was awarded funding from the State of Oregon Criminal Justice Commission (CJC) to implement a deflection program in Clackamas County. Clackamas County requires an organization capable of facilitating the deflection program
2. Subrecipient has provided outreach and engagement services in the past, County has used subrecipient for similar services. Subrecipient was a sole source approved by procurement on July 30, 2024. COUNTY may renew this award at COUNTY's sole discretion.
3. Subrecipient will facilitate Clackamas County's deflection program which will include outreach and navigation for conditional discharge deflection program eligible individuals. Subrecipient will hire deflection coordinators, navigators, and staff to assist with running the program. Subrecipient's deflection coordinators and navigators will coordinate with Clackamas County District Attorney's Office ("DA") to determine the of eligibility of a household for deflection enrollment by the appropriate court.

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

### AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on April 1, 2024, and will terminate on June 30, 2027, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning April 1, 2024, and expiring June 30, 2027, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Exhibit A: Subrecipient Statement of Program Objectives & Performance Reporting, attached hereto and incorporated by this reference herein. SUBRECIPIENT agrees to carry out the Program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in Exhibit A.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall perform all activities and programs in with the requirements of the State of Oregon, Criminal Justice Commission, Behavioral Health Deflection Program that is the source of the grant funding and other required information in Exhibits A and B, which are attached to and made a part of this agreement by this reference. SUBRECIPIENT shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable local or State agency providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State other funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the **\$1,914,675** issued to COUNTY by the State of Oregon, acting through its Criminal Justice Commission. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$1,914,675**. Funds will be distributed on a reimbursement basis upon invoicing. SUBRECIPIENT shall use the funds awarded under this Agreement solely for reimbursement of eligible expenses incurred in performing the Program, as further set forth in Exhibit A.

The award is conditional, and disbursements will be made in accordance with the schedule and requirements contained in Required Financial Reporting and Payment Request. Failure to comply with the terms of this Agreement may result in withholding of payment. Funds advanced and unspent must be returned to COUNTY within 30 days of the termination or expiration of this Agreement specified in Section 1.

Unless otherwise specified, the SUBRECIPIENT shall submit monthly requests for reimbursement, on a form provided by COUNTY. A request for reimbursement must include a description of work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to SUBRECIPIENT following the COUNTY's review and approval of the requests for reimbursement submitted by SUBRECIPIENT. SUBRECIPIENT shall not submit requests for reimbursement for, and the COUNTY will not pay, any amount in excess of the maximum compensation amount set forth above. SUBRECIPIENT's failure to provide COUNTY information reasonably necessary for COUNTY to review a request for reimbursement for compliance with this Agreement may result in the COUNTY withholding payment, requiring SUBRECIPIENT to provide additional information, or treating this Agreement in default and pursuing any and all rights and remedies available to the COUNTY at law, in equity, or under this Agreement.



Invoices shall reference the above Contract Number and be submitted to: [HCDD-AP@Clackamas.us](mailto:HCDD-AP@Clackamas.us)

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term as follows:
  - a. At COUNTY's discretion, upon thirty (30) days' advance written notice to SUBRECIPIENT.
  - b. Immediately upon written notice to SUBRECIPIENT if SUBRECIPIENT fails to comply with any term of this Agreement.
  - c. At any time upon mutual agreement by COUNTY and SUBRECIPIENT.
  - d. Immediately upon written notice provided to SUBRECIPIENT that COUNTY has determined funds are no longer available for this purpose.
  - e. Immediately upon written notice provided to SUBRECIPIENT that COUNTY lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.
  - f. Immediately upon written notice to SUBRECIPIENT if SUBRECIPIENT is in default under this Agreement.

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

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

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

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.
10. **State Procurement Standards**
  - a) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under

the Local Contract Review Board ("LCRB") regulations (Appendix C of Clackamas County Code, located at <http://www.clackamas.us/code/>), which are incorporated by reference herein.

- b) Procurements for goods and services under this award shall use processes as outlined below:

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

- c) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements are excluded from this provision.
- d) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- e) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.
11. **No Duplicate Payment.** SUBRECIPIENT may use other funds in addition to the grant funds to complete the Program; provided, however, SUBRECIPIENT may not credit or pay any grant funds for Program costs that are paid for with other funds and would result in duplicate funding.
12. **Non-supplanting.** SUBRECIPIENT must ensure funds provided in this Agreement are used to supplement and not supplant moneys budgeted or received from any other source for the same activities.
13. **General Agreement Provisions.**
- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.**

- a. SUBRECIPIENT agrees to indemnify and hold COUNTY, and its elected officials, officers, employees, and agents, harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents, or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT's acts or omissions in performing under this Agreement including, but not limited to, any claim by State or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b. SUBRECIPIENT agrees to indemnify, defend, save and hold harmless the State of Oregon, through its Criminal Justice Commission ("CJC"), and its officers, employees and agents 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 the SUBRECIPIENT or any of SUBRECIPIENT's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the SUBRECIPIENT from and against any and all Claims.

Neither the SUBRECIPIENT nor any attorney engaged by SUBRECIPIENT shall defend a Claim in the name of the State of Oregon ("State") or an agency of the State, nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the SUBRECIPIENT is prohibited from defending State or that SUBRECIPIENT is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the SUBRECIPIENT if State elects to assume its own defense.

- c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement is made in the State of Oregon and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the

Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- l) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- m) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

#### 14. Agreement Documents.

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

- Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Required Financial Reporting and Payment Request
- Exhibit D: General Administrative Requirements and Terms & Conditions
- Exhibit E: SUBRECIPIENT Insurance Requirements
- Exhibit F: Funder-specific Program Requirements

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

- This Agreement
- Exhibit D
- Exhibit F
- Exhibit A
- Exhibit E
- Exhibit C
- Exhibit B

*(Signature Page Follows)*

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

**Clackamas County**

**LoveOne**

\_\_\_\_\_  
Commissioner Craig Roberts, Chair      Date

\_\_\_\_\_  
Authorized Signature      Date

Approved as to Form:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
County Counsel      Date

**EXHIBIT A**  
**SUBRECIPIENT SCOPE OF WORK AND PERFORMANCE REPORTING**

<b>PROGRAM NAME:</b> Clackamas County Deflection Program	Housing and Community Development Division Agreement #12087
<b>SUBRECIPIENT:</b> LoveOne	

**Program Objectives**

Subrecipient will facilitate deflection outreach and deflection navigation for Clackamas County's conditional discharge deflection program. County will use funds provided in this agreement to reimburse eligible expenses for Subrecipient's deflection coordinators and navigators.

Referrals to Subrecipient's deflection coordinators and navigators will come from County's District Attorney's Office after the determination of eligibility of a household for deflection enrollment by the appropriate court. Subrecipient will initiate outreach and engagement efforts immediately upon receiving a referral, with the expectation of contact being established with referred household within no more than two (2) business days. Repeated unsuccessful efforts to establish contract with referred household will be communicated to County.

The deflection program navigators are a critical component of the deflection/conditional discharge program. They will oversee and coordinate the following:

- At Impact Court
  - Conduct an initial interview with the participant to determine the best fitting partners,
  - Connection with outreach, peer mentor, SUD assessment and engagement with the SUD treatment,
  - Provide the outcome information to the data coordinator in County's District Attorney's Office,
  - Follow up with participants to ensure a successful outcome,
- For Failure to Appear
  - The program navigators will coordinate outreach to those eligible for deflection or conditional discharge who failed to appear at the cited court dates in an effort to avoid arrests and/or jail stays
- For social referrals
  - The program navigators will coordinate outreach and connection for those referred to our program without a criminal case
- Warm handoffs

- The program navigators will coordinate the connection with law enforcement as we develop the capacity to provide this at point of first contact.

Data collection and reporting: To measure program effectiveness and impact, Subrecipient will track and report, on a quarterly basis, expenditures and monthly engagement information and provide to County. Subrecipient will be responsible for compiling and reporting all data required by the State of Oregon Criminal Justice Commission, HB 4002, and 5204 and provide to County.

**Performance Standards [as applicable]**

**EXHIBIT B**  
**SUBRECIPIENT Program Budget**

<b>PROGRAM NAME:</b> Clackamas County Deflection Program	Housing and Community Development Division Agreement #12087
<b>SUBRECIPIENT:</b> LoveOne	

Line Item Category	LoveOne Deflection Program Budget – FY 24-25	Funds Requested
	<b>Personnel</b>	
2	FTE Program Navigator	\$180,000
0.33	FTE Program Manager	\$26,400
	Taxes and Benefits (25%)	\$51,600
	<b>Personnel Subtotal</b>	<b>\$258,000</b>
	<b>Program Operations- Materials and Supplies</b>	
	Mileage	\$13,000
	Cell phone	\$1,440
	Devices	\$4,000
	Training and Development	\$7,000
	Office Supplies	\$2,000
	<b>Program Operations Subtotal</b>	<b>\$27,440</b>
	<b>Client Services</b>	
	Flex Funds	\$40,000
	<b>Client Services Subtotal</b>	<b>\$40,000</b>
	<b>Indirect Administration Subtotal</b>	<b>\$32,544</b>
	<b>Total Requested Funds</b>	<b>\$357,984</b>

Anticipated FY 25-26 and FY 26-27 budget

Expense Category	Anticipated FY 25-26	FY 26-27
Love One - Personnel Costs	\$481,250	\$495,688
Love One - Materials & Services Costs	\$40,880	\$42,106
Love One - Client Services Costs	\$175,000	\$180,250
Love One - Indirect Costs	\$69,713	\$71,804
Love One - Annual Total	<b>\$766,843</b>	<b>\$789,848</b>



**Exhibit C**  
**Required financial Reporting and Payment Request**

- 1. Funding.** The County may pay SUBRECIPIENT an amount not to exceed shall not exceed (\$357,984) per County fiscal year (July 1, 2024 - June 30, 2025), (\$766,843) per County fiscal year (July 1, 2025 - June 30, 2026), (\$789,848) per County fiscal year (July 1, 2026 - June 30, 2027), or One Million Nine Hundred and Fourteen Thousand and Six Hundred Seventy-Five dollars (\$1,914,675) (the "Funds") for the entire term of the contract. The Funds will be distributed on a reimbursement basis upon invoicing. SUBRECIPIENT shall use the funds awarded under this Agreement solely for reimbursement of eligible expenses incurred in performing the Program, as further set forth in Exhibit A.

Prior to each fiscal year the County will provide SUBRECIPIENT with an allocation amount of funds County has determined are available for the corresponding fiscal term. Upon receipt of the allocation amount, the SUBRECIPIENT will submit a proposed annual budget to the County based on that amount. The County may either agree to the proposed annual budget, negotiate with SUBRECIPIENT to use a different proposed annual budget, or reject the proposed annual budget and terminate the Agreement.

- 2. Payment.** Unless otherwise specified, the SUBRECIPIENT shall submit monthly requests for reimbursement, on a form provided by County. A request for reimbursement must include a description of work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to SUBRECIPIENT following the County's review and approval of the requests for reimbursement submitted by SUBRECIPIENT. SUBRECIPIENT shall not submit requests for reimbursement for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. SUBRECIPIENT's failure to provide County information reasonably necessary for County to review a request for reimbursement for compliance with this Agreement may result in the County withholding payment, requiring SUBRECIPIENT to provide additional information, or treating this Agreement in default and pursuing any and all rights and remedies available to the County at law, in equity, or under this Agreement.

Invoices shall reference the above Contract Number and be submitted to: HCDD-

AP@Clackamas.us

## EXHIBIT D

### General Administrative Requirements and Terms & Conditions

#### 1. Status

a) COUNTY has determined:

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

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

- a) **Financial Management.** SUBRECIPIENT shall use adequate internal controls and maintain necessary sources documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
- c) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.
- d) **Cost Principles.** SUBRECIPIENT shall only use grant funds for eligible costs set forth in Exhibit A. Costs disallowed by the funding agency listed in the body of this Agreement shall be the liability of the SUBRECIPIENT.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable for this award.
- i) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit C: Required Financial Reporting and Payment Request.
- j) **Performance Reporting.** SUBRECIPIENT shall comply with reporting requirements as specified in Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting.

- k) **Financial Reporting.** Upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit C: Required Financial Reporting and Payment Request on a monthly basis.
- l) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial, performance, and other reports as required by the terms and conditions of the State of Oregon Criminal Justice Commission and/or COUNTY, no later than 90 calendar days after the end date of this Agreement.
- m) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring. COUNTY, the State of Oregon Criminal Justice Commission, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- n) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years from the end of program date, or such longer period as may be required by the State of Oregon Criminal Justice Commission or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- o) **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for the State of Oregon Criminal Justice Commission, HB 4002, and 5204, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.

### 3. Default

- a) **Subrecipient's Default.** SUBRECIPIENT will be in default under this Agreement upon the occurrence of the following:
  - a. SUBRECIPIENT fails to use the grant funds for eligible purposes described in Exhibit A;
  - b. Any representation, warranty or statement made by SUBRECIPIENT in this Agreement or in any documents or reports relied upon by COUNTY to measure the Program, the expenditure of grant funds or the performance by SUBRECIPIENT is untrue in any material respect when made;
  - c. After thirty (30) days' written notice with an opportunity to cure, SUBRECIPIENT fails to comply with any term or condition set forth in this Agreement;
  - d. A petition, proceeding, or case is filed by or against SUBRECIPIENT under federal or state bankruptcy, insolvency, receivership, or other law.
- b) **County's Default.** COUNTY will be in default under this Agreement if, after thirty (30) days' notice and opportunity to cure, COUNTY fails to perform a material obligation under this Agreement provided, however, that failure to disburse grant funds due to lack of appropriation shall not constitute a default of COUNTY.

### 4. Remedies

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

## 5. HIPAA Compliance.

SUBRECIPIENT shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Rules"), together with the regulations governing disclosure of substance use disorder information under 42 C.F.R. Part 2. SUBRECIPIENT shall further execute the Business Associate Agreement [or Qualified Service Organization Business Associate Agreement] attached hereto as Exhibit G and incorporated by this reference herein.

## 6. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- b) **Compliance With Applicable Law.** SUBRECIPIENT shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- c) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to this Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the Program. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

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

## 7. **Dispute Resolution.**

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

## EXHIBIT E

### SUBRECIPIENT INSURANCE REQUIREMENTS

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

- 1) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If SUBRECIPIENT is a subject employer, as defined in ORS 656.023, SUBRECIPIENT shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 2) **Commercial General Liability.**

☒ Required by COUNTY    ☐ NOT Required by COUNTY

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

- 3) **Commercial Automobile Liability.**

☒ Required by COUNTY    ☐ NOT Required by COUNTY

SUBRECIPIENT shall obtain at SUBRECIPIENT expense and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.

- 4) **Professional Liability.**

☒ Required by COUNTY    ☐ NOT Required by COUNTY

SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 5) **Abuse and Molestation Clause.**

☒ Required by COUNTY    ☐ NOT Required by COUNTY

As part of the Commercial General Liability policy, SUBRECIPIENT shall obtain Abuse and Molestation coverage in a form and with coverage satisfactory to COUNTY covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring,

employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom SUBRECIPIENT is responsible including but not limited to SUBRECIPIENT and SUBRECIPIENT's employees and volunteers. Policy endorsement's definition of an insured shall include SUBRECIPIENT, and SUBRECIPIENT's employees and volunteer. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.

- 6) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
- 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its, elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- 11) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- 12) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

**EXHIBIT F**  
**Funder-specific Program Requirements**

BHD-25-03 GRANT AGREEMENT  
AMENDMENT #1  
CRIMINAL JUSTICE COMMISSION  
BEHAVIORAL HEALTH DEFLECTION GRANT PROGRAM

This is Amendment No. 1 to Grant Agreement No. BHD-25-03 ("Agreement") between the State of Oregon, acting through its Criminal Justice Commission ("CJC" or "State"), and **Clackamas County** ("Recipient").

1. Effective Date. This Agreement shall become effective on the date that it is fully executed and approved as required by applicable law.

2. Amendment to Agreement. The Agreement is hereby amended as follows:

**A. The Grant Amount in Section 1 is amended as follows:**

Grant Amount: \$1,060,853.00

**B. Section 3.A is amended and restated to include additional disbursements as follows:**

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in installments as listed:

- (1) \$475,255.00 by May 31, 2024;
- (2) \$292,799.00 by October 5, 2024; and
- (3) \$292,799.00 by March 31, 2025.

**C. The Project Description and Reporting Requirements Schedule stated in Exhibit A are amended and restated as follows:**

**Project Description:**

Pursuant to House Bill 4002 (2024), the Oregon Behavioral Health Deflection Program supports Oregon's federally recognized tribal governments and counties



in the development and operation of “deflection programs,” defined as a collaborative program between law enforcement agencies and behavioral health entities that assist individuals who may have substance use disorder, another behavioral health disorder or co-occurring disorders, to create community-based pathways to treatment, recovery support services, housing, case management or other services.

The purposes of CJC’s Behavioral Health Deflection Program include:

- Addressing the need for more deflection programs to assist individuals whose behavioral health conditions, including substance use disorder, lead to interactions with law enforcement, incarceration, conviction and other engagement with the criminal justice system; and
- Tracking and reporting data concerning deflection program outcomes in order to determine the best practices for deflection programs in Oregon.

The Grant has been awarded as an operational grant and requires the Recipient to:

- Have a program coordinator responsible for the duties outlined in HB 4002, Section 76(5)(b);
- Involve the partners described in HB 4002, Section 76(4)(c); and • Comply with the CJC’s data tracking and reporting requirements.

Recipient shall use Grant funds to support the following program(s), its adherence to the requirements set forth in HB 4002, and its efforts toward the goals stated above: Deflection program following an officer intervention model.

### **Reporting Requirements:**

#### **Schedule**

Recipient must submit to CJC quarterly expenditure reports, beginning October 25, 2024, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Recipient must submit to CJC’s research partners data reports on a monthly, rolling basis, beginning no earlier than September 1, 2024, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Recipient must submit to CJC semi-annual reports on January 25 and July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit any required report after its due date.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. Original Agreement. Except as expressly amended above, all other terms and conditions of original Agreement remain in full force and effect. By its execution of this Amendment, Grantee certifies to CJC that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

***The signatures of the parties follow on the next page.***

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON CLACKAMAS COUNTY** acting by and through its  
Criminal Justice Commission

By: \_\_\_\_\_

Ken Sanchagrin, Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Sufficiency in accordance with ORS 291.047:

*Approved by email dated 8/8/24*

\_\_\_\_\_  
Samuel B. Zeigler, Senior Assistant Attorney General

**BHD-25-03 GRANT AGREEMENT  
CRIMINAL JUSTICE COMMISSION  
BEHAVIORAL HEALTH DEFLECTION GRANT PROGRAM**

**Agreement Number: BHD-25-03**

This grant agreement ("Agreement"), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission ("CJC" or "State"), and **Clackamas County** ("Recipient"). This Agreement becomes effective only when fully signed and approved as required by applicable law ("Effective Date"). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **December 31, 2025**.

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

**Exhibit A:** Contact Information, Project Description and Reporting Requirements

**Exhibit B:** Subagreement Insurance Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedent shall control. The precedence each of the following documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B.

**SECTION 1: KEY GRANT TERMS**

The following capitalized terms have the meanings assigned below.

**Grant Amount:** \$475,255

**Completion Deadline:** June 30, 2025

**SECTION 2: FINANCIAL ASSISTANCE**

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.

CJC's obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, and information as CJC may reasonably require.

**SECTION 3: DISBURSEMENT**

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in a one-time installment of \$475,255.

B. Conditions to Disbursements. CJC has no obligation to disburse Grant funds unless:

- (1) CJC has sufficient funds currently available for this Agreement; and

- (2) CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default.

#### **SECTION 4: USE OF GRANT**

As more particularly described in Exhibit A, Recipient will use the Grant to fund Behavioral Health Deflection programs (the "Project"). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning April 1, 2024, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC ("Eligible Costs"). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

#### **SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

Recipient represents and warrants to CJC as follows:

##### **A. Organization and Authority.**

- (1) Recipient is validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement's terms.

B. **Full Disclosure.** Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

C. **Pending Litigation.** Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

#### **SECTION 6: COVENANTS OF RECIPIENT**

Recipient covenants as follows:

- A. **Notice of Adverse Change.** Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.

**B. Compliance with Laws.**

- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.

C. Worker's Compensation Insurance. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subgrantees and subrecipients complies with these requirements.

D. Return of Unexpended Grant Funds. Recipient must return to CJC any Grant funds not expended by the Completion Deadline.

E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.

F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

G. Notice of Event of Default. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

**H. Recipient Subagreements and Procurements.**

- (1) Subagreements. Recipient may enter into agreements with subgrantees and subrecipients ("Subagreements") for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.

(2) Subagreement indemnity; insurance.

***Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents 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 the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.***

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

Recipient shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

(3) Procurements.

- i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.
- ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any noncompetitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Recipient. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.
- iii. Recipient shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements,

statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

## SECTION 7: DEFAULT

- A. Recipient Default. Any of the following constitutes an "Event of Default" of Recipient:
- (1) Misleading Statement. Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
  - (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.
- B. CJC Default. CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## SECTION 8: REMEDIES

- A. CJC Remedies. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC's obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC's demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

- B. Recipient Remedies. In the event of default by CJC, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

## SECTION 9: TERMINATION

- A. Mutual Termination. This Agreement may be terminated at any time by mutual written consent of the parties.

- B. Termination by CJC. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:
- (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
  - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.
- C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:
- (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.
  - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

## SECTION 10: MISCELLANEOUS

### A. Contribution.

- (1) 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 CJC or Recipient relating to this Agreement or the Project and with respect to which the 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. Each 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.
- (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC 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 Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient 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 CJC on the one hand and of Recipient 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. CJC's contribution amount in any instance is capped to the same extent it would have



been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient 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 CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC 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 Recipient on the one hand and of CJC 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will 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.
- C. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or CJC at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a nonexclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property, then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.
- G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.
- J. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- L. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise,

unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.

- M. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.
- N. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- O. Public Records. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

***The signatures of the parties follow on the next page.***

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON CLACKAMAS COUNTY** acting by and through its  
Criminal Justice Commission

By: Ken Sanchagrin  
Ken Sanchagrin, Executive Director

Date: 4/30/2024

By: Justin Smith  
Clackamas County Commissioner

Date: 05/16/2024

Approved as to Legal Sufficiency in accordance with ORS 291.047:  
*Approved by email dated 4/15/24*

Samuel B. Zeigler, Senior Assistant Attorney General

**EXHIBIT A:**

**CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS**

**Contact Information:**

**CJC**

State of Oregon, acting by and through  
its Criminal Justice Commission

**Grant Administrator:** Kaysea Beck

**Telephone:** (503) 602-0640

**Email:** kaysea.beck@cjc.oregon.gov

**Recipient**

Clackamas County  
807 Main St., Rm 7  
Oregon City, OR 97045

**Contact:** William Stewart

**Telephone:** (971) 666-0368

**Email:** billste@clackamas.us

**Project Description:**

Pursuant to House Bill 4002 (2024), the Oregon Behavioral Health Deflection Program supports Oregon's federally recognized tribal governments and counties in the development and operation of "deflection programs," defined as a collaborative program between law enforcement

agencies and behavioral health entities that assist individuals who may have substance use disorder, another behavioral health disorder or co-occurring disorders, to create community-based pathways to treatment, recovery support services, housing, case management or other services.

The purposes of CJC's Behavioral Health Deflection Program include:

- Addressing the need for more deflection programs to assist individuals whose behavioral health conditions, including substance use disorder, lead to interactions with law enforcement, incarceration, conviction and other engagement with the criminal justice system; and
- Tracking and reporting data concerning deflection program outcomes in order to determine the best practices for deflection programs in Oregon.

The Grant has been awarded as a planning grant and requires the Recipient to:

- Prioritize the establishment of a program coordinator responsible for the duties outlined in HB 4002, Section 76(5)(b);
- Coordinate with the partners described in HB 4002, Section 76(4)(c) on the development and administration of a deflection program;
- Cooperate with the CJC and its technical assistance providers in establishing a statewide data collection system for deflection programs; and
- Notify CJC as soon as Recipient's program becomes operational to amend any terms of this agreement, as needed.

Recipient shall use Grant funds to support the development of the **Clackamas County Deflection Program**, its adherence to the requirements set forth in HB 4002, and its efforts toward the goals stated above.

### **Project Period:**

Start Date: April 1, 2024

End Date: June 30, 2025

### **Reporting Requirements:**

#### Schedule

Recipient must submit to CJC a budget projection worksheet by July 25, 2024.

Recipient must submit to CJC quarterly expenditure reports, beginning July 25, 2024, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Once Recipient's program becomes operational, Recipient must submit to CJC monthly data

reports, beginning no earlier than September 1, 2024, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Recipient must submit to CJC semi-annual progress reports on January 25 and July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit any required report after its due date.

### Report Contents

Required reports must be submitted through CJC's grant administration system and the Research Electronic Data Capture (REDCap) data collection portal, respectively, and contain all the requested information.

1. CJC Quarterly Expenditure Report (<https://cjc-grants.smapply.io>)
  - a. Grant Funds spent during the prior calendar quarter, with brief description; and
  - b. Any quarterly information on the Project as CJC may reasonably request.
2. CJC Semi-Annual Progress Report (<https://cjc-grants.smapply.io>)
  - a. In a narrative fashion, Recipient's progress in meeting the Project's objectives during the six-month period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.
3. CJC REDCap Monthly Data Report
  - a. Deidentified data on program participants enrolled, engaged, or served during the prior calendar month; and
  - b. Any monthly information on the Project as CJC may reasonably request.

### **EXHIBIT B: SUBAGREEMENT INSURANCE REQUIREMENTS**

Recipient shall require each of its first-tier contractors that are not units of local government as defined in ORS 190.003 (each a "Contractor") to obtain, at the Contractor's expense, the insurance specified in this Exhibit B before performing under this Agreement and to maintain it in full force and at the Contractor's own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractors 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 CJC. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of

Professional Liability and Workers' Compensation. Contractors shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its Contractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY:**

All employers, including Contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its Contractors complies with these requirements. If a Contractor is a subject employer, as defined in ORS 656.023, the Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If the Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

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

**COMMERCIAL GENERAL LIABILITY:**

☒ **Required** ☐ **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

**AUTOMOBILE LIABILITY INSURANCE:**

☒ **Required** ☐ **Not required**

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

**EXCESS/UMBRELLA INSURANCE:**

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Agreement, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to a Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

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

**CONTINUOUS CLAIMS MADE COVERAGE:**

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

- (i) The Contractor's completion and CJC's acceptance of all Services required under the Agreement, or
- (i) CJC or Recipient termination of this Agreement, or
- (ii) The expiration of all warranty periods provided under this Agreement.



### **CERTIFICATE(S) AND PROOF OF INSURANCE:**

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

### **NOTICE OF CHANGE OR CANCELLATION:**

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

### **INSURANCE REQUIREMENT REVIEW:**

Recipient agrees to periodic review of insurance requirements by CJC under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and CJC.

### **STATE ACCEPTANCE:**

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

## Financial Assistance Application Lifecycle Form

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

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

If renewal or direct appropriation, complete sections I, II, IV & V only. Section III is not required.

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

**\*\*CONCEPTION\*\***

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

☒ Direct Appropriation (no application)

Award type: ☐ Subrecipient Award ☒ Direct Award

Award Renewal? ☐ Yes ☒ No

Lead Fund # and Department:	District Attorney
Name of Funding Opportunity:	Oregon Behavioral Health Deflection Program

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

Requestor Information: (Name of staff initiating form)	John D. Wentworth
Requestor Contact Information:	807 Main St., Oregon City, OR 97045; 503-655-8353; jwentworth@clackamas.us
Department Fiscal Representative:	John D. Wentworth
Program Name & Prior Project #: (please specify)	Behavioral Health Deflection Program

#### Brief Description of Project:

Newly invited opportunity for counties to develop and implement a deflection program to assist with newly created misdemeanor for drug possession. Counties are able to develop local programs specific to their communities with the money provided. This application is for the first half of the funding, with an opportunity to apply for the second half of the funding later in 2024.

Name of Funding Agency: Oregon Criminal Justice Commission

Notification of Funding Opportunity Web Address: [https://cjc-grants.smapply.io/prog/oregon\\_behavioral\\_health\\_deflection\\_program\\_23-25/](https://cjc-grants.smapply.io/prog/oregon_behavioral_health_deflection_program_23-25/)

OR

Application Packet Attached: ☒ Yes ☐ No

Completed By: John D. Wentworth

Date: April 18, 2024

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

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

☐ Competitive Application ☒ Non-Competing Application ☐ Other

Assistance Listing Number (ALN), if applicable:		Funding Agency Award Notification Date:	
Announcement Date:		Announcement/Opportunity #:	
Grant Category/Title	Oregon Behavioral Health Deflection Pro.	Funding Amount Requested:	\$475,254.50
Allows Indirect/Rate:	Yes	Match Requirement:	No
Application Deadline:	April 23, 2024	Total Project Cost:	\$475,254.50/\$950,500
Award Start Date:	April 1, 2024	Other Deadlines and Description:	
Award End Date:	June 30, 2025		
Completed By:	John D. Wentworth	Program Income Requirements:	None
Pre-Application Meeting Schedule:			

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

This is new funding provided by the 2024 state legislature, eligible for use from April 1, 2024 to June 30, 2025.

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

No general fund anticipated.

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

No fund balance anticipated.

In the next section, limit answers to space available.

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

**Mission/Purpose:**

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

New law HB 4002 establishes a misdemeanor crime for possession that would incur a maximum penalty of 6 months in jail, and promotes pathways for substance abusers to be deflected away from jail and into treatment support for substance use disorder. The District Attorney's Office is facilitating the program, and will work with the County Behavioral Health Division to establish a navigation team to stand up an early phase of the deflection program.

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

Because of the possession charge, these individuals will naturally have touchpoints with law enforcement and the District Attorney Office, necessitating the District Attorney Office coordinating role to support this work. There will be touchpoints beyond initial encounter with these clients to work with behavioral health professions, and providers in the Behavioral Health Resource Network (BHRN).

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

Initial funding is a planning grant to stand up and create a locally designed program. The Local Public Safety Coordinating Council (LPSCC) will meet to design and confirm the implementation of what Clackamas County designs for its community with the funding provided. The objective is to create treatment options for those who suffer from substance addiction and would otherwise immediately enter the criminal justice system.

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

No.

**Organizational Capacity:**

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

While the District Attorney's Office has qualified to execute this work, these funds will be used to hire additional and appropriate level staffing to implement this program to include a deputy district attorney and deflection program coordinator. Receiving funds through this initial planning grant should provide sufficient timing to hire staff ahead of the implementation of the new misdemeanor charge which begins on September 1, 2024.

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

Yes. There are coordinating partnerships required with providers in the Behavioral Health Resource Network, law enforcement, and the courts. The funding from these grants help to support this work.

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

While this is not exactly a "pilot project" as the District Attorney's Office has implemented a similar program (Law Enforcement Assisted Diversion), this program will be an upscale of that effort. The legislative plan is to continue this funding (and, perhaps increase it) into the future.

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

This is a new program. The early implementation of this program will require adequate data collection and advocacy with the 2025 state legislature to ensure adequate funding can continue for this work. Funding should be budgeted in the same way all programs are funded which include state authorized funding that are approved in a biennium.

### Collaboration

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

District Attorney; Clackamas County Sheriff Office; Health, Housing and Human Services (H3S) Behavioral Health Division, and the Juvenile Department.

### Reporting Requirements

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

To be determined The Criminal Justice Commission has not established that yet.

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

The grant will help fund initial planning of this work. A key and early question will be "what defines success?" The new program coordinator will be tasked with data collection that will help to inform how the program evolves

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

No reporting requirements are yet identified by the Criminal Justice Commission

To be evaluated September 2024.

### Fiscal

1. Are there other revenue sources required, available, or will be used to fund the program? Have they already been secured? Please list all funding sources and amounts.  
No. This is new funding for a new program established by the state legislature.

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

No matching requirement for these funds.

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

Initial funding for this work are for planning purposes. Indirect costs may be better known closer to application of the second half of funding later in 2024.

Other information necessary to understand this award, if any.

HB 4002 creates an allowance for counties to initiate this work. This work is not a mandate. The funding provided will inform the program that is built, and help to determine if there should be advocacy to the state legislature in 2025 for increased program funding.

Program Approval:

John D. Wentworth

April 18, 2024

Name (Typed/Printed)

Date

Signature

**\*\* NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR \*\***

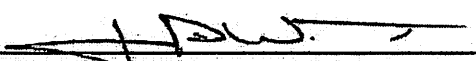
**\*\* ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN \*\***

**Section IV: Approvals**


**DIVISION DIRECTOR (or designee, if applicable)**

Name (Typed/Printed)	Date	Signature
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**DEPARTMENT DIRECTOR (or designee, if applicable)**

John D. Wentworth	April 18, 2024	
Name (Typed/Printed)	Date	Signature

**FINANCE ADMINISTRATION**

Elizabeth Comfort	4.18.2024	
Name (Typed/Printed)	Date	Signature

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

Name (Typed/Printed)	Date	Signature
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**Section V: Board of County Commissioners/County Administration**

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

**For applications \$150,000 and below:**

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

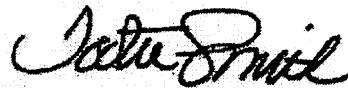
**For applications up to and including \$150,000 email form to BCC staff at [CA-FinancialTeam@clackamas.us](mailto:CA-FinancialTeam@clackamas.us) for Gary Schmidt's approval.**

**For applications \$150,000.01 and above, email form with Staff Report to the Clerk to the Board at [ClerktotheBoard@clackamas.us](mailto:ClerktotheBoard@clackamas.us) to be brought to the consent agenda.**

BCC Agenda Item #:  Date:

OR

Policy Session Date:



County Administration Attestation

County Administration: re-route to department at

and

Grants Manager at [financegrants@clackamas.us](mailto:financegrants@clackamas.us)

when fully approved.

Department: keep original with your grant file.



**John D. Wentworth, Clackamas County District Attorney**

807 Main Street, Oregon City, Oregon 97045  
P: 503.655.8431 | F: 503.650.8943 | [districtattorney@clackamas.us](mailto:districtattorney@clackamas.us)

September 26, 2024

Board of County Commissioners  
Clackamas County

**Approval of Grant Agreement Amendment #1 from the Oregon Criminal Justice Commission for Oregon Behavioral Health Deflection Program for the full value of the grant. Grant value is for the remaining \$585,598.50 for a total of \$1,060,853. Funding through Oregon House Bill 4002. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Approved to Receive 1 <sup>st</sup> half of funds 5/16/24 Briefed at Issues 9/24/24		
<b>Performance Clackamas</b>	Ensure Safe, Healthy, and Secure Community		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	John Wentworth	<b>Contact Phone</b>	503-655-8353

**EXECUTIVE SUMMARY:** The 2024 State Legislature passed HB 4002 creating a unique misdemeanor crime for drug possession and creating allowances for counties to implement locally designed deflection programs to incentivize people charged with possession to move toward treatment and recovery. HB 5204 is a complementary bill that provides funding to allow counties to stand up these local programs. During the legislative session, Clackamas County signed a letter of commitment to participate in this work provided there is sufficient funding. In signing this commitment letter, the county is eligible to receive 50% of the funds within 60 days of the passage of HB 4002 and 5204, effectively before June 1.

The Criminal Justice Commission (CJC) approved the formula funding for this program, identifying that \$1,060, 853 is available to Clackamas County to implement the deflection program, with eligible use of the funds occurring between April 1, 2024, and June 30, 2025. To receive the balance of the funds, the CJC requests application by September 24, 2024, including a 500-word summary for the program aim, as well as the name of a coordinator. Notice of the remaining funding and grant timeline was announced on September 9, 2024.

The Local Public Safety Coordinating Council (LPSCC) met on April 15, 2024, to discuss the initial concepts of how to apply funding toward this program. At this early stage, the intent for Clackamas will be to start up a program coordinator in the District Attorney's Office and establish a small team of navigators to assist law enforcement with drug possession



**John D. Wentworth, Clackamas County District Attorney**

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807 Main Street, Oregon City, Oregon 97045  
P: 503.655.8431 | F: 503.650.8943 | [districtattorney@clackamas.us](mailto:districtattorney@clackamas.us)

interactions. The initial funding will help to solidify the details of the program and inform how best to apply for the remaining funding.

**RECOMMENDATION:** Staff recommends the BCC approve the consent agenda item to receive the Grant Award for the remainder of the Oregon Behavioral Health Deflection Program funding.

Respectfully submitted,

John Wentworth  
District Attorney

**BHD-25-03 GRANT AGREEMENT  
AMENDMENT #1  
CRIMINAL JUSTICE COMMISSION  
BEHAVIORAL HEALTH DEFLECTION GRANT PROGRAM**

This is Amendment No. 1 to Grant Agreement No. BHD-25-03 ("Agreement") between the State of Oregon, acting through its Criminal Justice Commission ("CJC" or "State"), and **Clackamas County** ("Recipient").

1. Effective Date. This Agreement shall become effective on the date that it is fully executed and approved as required by applicable law.
2. Amendment to Agreement. The Agreement is hereby amended as follows: **A. The Grant Amount in Section 1 is amended as follows:**

Grant Amount: \$1,060,853.00

- B. Section 3.A is amended and restated to include additional disbursements as follows:**

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in installments as listed:

- (1) \$475,255.00 by May 31, 2024; (2)  
\$292,799.00 by October 5, 2024; and  
(3) \$292,799.00 by March 31, 2025.

- C. The Project Description and Reporting Requirements Schedule stated in Exhibit A are amended and restated as follows:**

**Project Description:**

Pursuant to House Bill 4002 (2024), the Oregon Behavioral Health Deflection Program supports Oregon's federally recognized tribal governments and counties in the development and operation of "deflection programs," defined as a collaborative program between law enforcement agencies and behavioral health entities that assist individuals who may have substance use disorder, another behavioral health disorder or co-occurring disorders, to create community-based pathways to treatment, recovery support services, housing, case management or other services.

The purposes of CJC's Behavioral Health Deflection Program include:

- Addressing the need for more deflection programs to assist individuals whose behavioral health conditions, including substance use disorder, lead to interactions



with law enforcement, incarceration, conviction and other engagement with the criminal justice system; and

- Tracking and reporting data concerning deflection program outcomes in order to determine the best practices for deflection programs in Oregon.

The Grant has been awarded as an operational grant and requires the Recipient to:

- Have a program coordinator responsible for the duties outlined in HB 4002, Section 76(5)(b);
- Involve the partners described in HB 4002, Section 76(4)(c); and • Comply with the CJC's data tracking and reporting requirements.

Recipient shall use Grant funds to support the following program(s), its adherence to the requirements set forth in HB 4002, and its efforts toward the goals stated above: Deflection program following an officer intervention model.

### **Reporting Requirements:**

#### **Schedule**

Recipient must submit to CJC quarterly expenditure reports, beginning October 25, 2024, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Recipient must submit to CJC's research partners data reports on a monthly, rolling basis, beginning no earlier than September 1, 2024, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Recipient must submit to CJC semi-annual reports on January 25 and July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit any required report after its due date.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of original Agreement remain in full force and effect. By its execution of this Amendment, Grantee certifies to CJC that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

***The signatures of the parties follow on the next page.***

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON CLACKAMAS COUNTY acting by and through its  
Criminal Justice Commission**

By: \_\_\_\_\_  
Ken Sanchagrin, Executive Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Sufficiency in accordance with ORS 291.047:

*Approved by email dated 8/8/24*

\_\_\_\_\_  
Samuel B. Zeigler, Senior Assistant Attorney General

**BHD-25-03 GRANT AGREEMENT  
CRIMINAL JUSTICE COMMISSION  
BEHAVIORAL HEALTH DEFLECTION GRANT PROGRAM**

**Agreement Number: BHD-25-03**

This grant agreement ("Agreement"), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission ("CJC" or "State"), and **Clackamas County** ("Recipient"). This Agreement becomes effective only when fully signed and approved as required by applicable law ("Effective Date"). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **December 31, 2025**.

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

**Exhibit A:** Contact Information, Project Description and Reporting Requirements

**Exhibit B:** Subagreement Insurance Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedent shall control. The precedence each of the following documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B.

**SECTION 1: KEY GRANT TERMS**

The following capitalized terms have the meanings assigned below.

**Grant Amount:** \$475,255

**Completion Deadline:** June 30, 2025

**SECTION 2: FINANCIAL ASSISTANCE**

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.

CJC's obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, and information as CJC may reasonably require.

**SECTION 3: DISBURSEMENT**

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in a one-time installment of \$475,255.

B. Conditions to Disbursements. CJC has no obligation to disburse Grant funds unless:

- (1) CJC has sufficient funds currently available for this Agreement; and

- (2) CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default.

#### SECTION 4: USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to fund Behavioral Health Deflection programs (the "Project"). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning April 1, 2024, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC ("Eligible Costs"). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

#### SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

- (1) Recipient is validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement's terms.

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

#### SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.

**B. Compliance with Laws.**

- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.

C. Worker's Compensation Insurance. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subgrantees and subrecipients complies with these requirements.

D. Return of Unexpended Grant Funds. Recipient must return to CJC any Grant funds not expended by the Completion Deadline.

E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.

F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

G. Notice of Event of Default. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

**H. Recipient Subagreements and Procurements.**

- (1) Subagreements. Recipient may enter into agreements with subgrantees and subrecipients ("Subagreements") for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.

(2) Subagreement indemnity; insurance.

***Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents 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 the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.***

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

Recipient shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

(3) Procurements.

- i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.
- ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any noncompetitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Recipient. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.
- iii. Recipient shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements,

statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

## SECTION 7: DEFAULT

- A. Recipient Default. Any of the following constitutes an "Event of Default" of Recipient:
- (1) Misleading Statement. Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
  - (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.
- B. CJC Default. CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## SECTION 8: REMEDIES

- A. CJC Remedies. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC's obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC's demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

- B. Recipient Remedies. In the event of default by CJC, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

## SECTION 9: TERMINATION

- A. Mutual Termination. This Agreement may be terminated at any time by mutual written consent of the parties.

- B. Termination by CJC. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:
- (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
  - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.
- C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:
- (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.
  - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

## SECTION 10: MISCELLANEOUS

### A. Contribution.

- (1) 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 CJC or Recipient relating to this Agreement or the Project and with respect to which the 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. Each 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.
- (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC 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 Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient 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 CJC on the one hand and of Recipient 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. CJC's contribution amount in any instance is capped to the same extent it would have



been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient 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 CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC 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 Recipient on the one hand and of CJC 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will 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.
- C. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or CJC at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a nonexclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property, then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.
- G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.
- J. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- L. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise,

unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.

- M. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.
- N. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- O. Public Records. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

***The signatures of the parties follow on the next page.***

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON CLACKAMAS COUNTY** acting by and through its  
Criminal Justice Commission

By: Ken Sanchagrin  
Ken Sanchagrin, Executive Director

Date: 4/30/2024

By: [Signature]  
Clackamas County Commissioner

Date: 05/16/2024

Approved as to Legal Sufficiency in accordance with ORS 291.047:  
*Approved by email dated 4/15/24*

\_\_\_\_\_  
Samuel B. Zeigler, Senior Assistant Attorney General

**EXHIBIT A:**  
**CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS**

**Contact Information:**

**CJC**

State of Oregon, acting by and through  
its Criminal Justice Commission

**Grant Administrator:** Kaysea Beck

**Telephone:** (503) 602-0640

**Email:** kaysea.beck@cjc.oregon.gov

**Recipient**

Clackamas County  
807 Main St., Rm 7  
Oregon City, OR 97045

**Contact:** William Stewart

**Telephone:** (971) 666-0368

**Email:** billste@clackamas.us

**Project Description:**

Pursuant to House Bill 4002 (2024), the Oregon Behavioral Health Deflection Program supports Oregon's federally recognized tribal governments and counties in the development and operation of "deflection programs," defined as a collaborative program between law enforcement

agencies and behavioral health entities that assist individuals who may have substance use disorder, another behavioral health disorder or co-occurring disorders, to create community-based pathways to treatment, recovery support services, housing, case management or other services.

The purposes of CJC's Behavioral Health Deflection Program include:

- Addressing the need for more deflection programs to assist individuals whose behavioral health conditions, including substance use disorder, lead to interactions with law enforcement, incarceration, conviction and other engagement with the criminal justice system; and
- Tracking and reporting data concerning deflection program outcomes in order to determine the best practices for deflection programs in Oregon.

The Grant has been awarded as a planning grant and requires the Recipient to:

- Prioritize the establishment of a program coordinator responsible for the duties outlined in HB 4002, Section 76(5)(b);
- Coordinate with the partners described in HB 4002, Section 76(4)(c) on the development and administration of a deflection program;
- Cooperate with the CJC and its technical assistance providers in establishing a statewide data collection system for deflection programs; and
- Notify CJC as soon as Recipient's program becomes operational to amend any terms of this agreement, as needed.

Recipient shall use Grant funds to support the development of the **Clackamas County Deflection Program**, its adherence to the requirements set forth in HB 4002, and its efforts toward the goals stated above.

#### **Project Period:**

Start Date: April 1, 2024

End Date: June 30, 2025

#### **Reporting Requirements:**

##### Schedule

Recipient must submit to CJC a budget projection worksheet by July 25, 2024.

Recipient must submit to CJC quarterly expenditure reports, beginning July 25, 2024, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Once Recipient's program becomes operational, Recipient must submit to CJC monthly data

reports, beginning no earlier than September 1, 2024, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Recipient must submit to CJC semi-annual progress reports on January 25 and July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit any required report after its due date.

### Report Contents

Required reports must be submitted through CJC's grant administration system and the Research Electronic Data Capture (REDCap) data collection portal, respectively, and contain all the requested information.

1. CJC Quarterly Expenditure Report (<https://cjc-grants.smapply.io>)
  - a. Grant Funds spent during the prior calendar quarter, with brief description; and
  - b. Any quarterly information on the Project as CJC may reasonably request.
2. CJC Semi-Annual Progress Report (<https://cjc-grants.smapply.io>)
  - a. In a narrative fashion, Recipient's progress in meeting the Project's objectives during the six-month period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.
3. CJC REDCap Monthly Data Report
  - a. Deidentified data on program participants enrolled, engaged, or served during the prior calendar month; and
  - b. Any monthly information on the Project as CJC may reasonably request.

## **EXHIBIT B: SUBAGREEMENT INSURANCE REQUIREMENTS**

Recipient shall require each of its first-tier contractors that are not units of local government as defined in ORS 190.003 (each a "Contractor") to obtain, at the Contractor's expense, the insurance specified in this Exhibit B before performing under this Agreement and to maintain it in full force and at the Contractor's own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractors 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 CJC. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of

Professional Liability and Workers' Compensation. Contractors shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its Contractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY:**

All employers, including Contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its Contractors complies with these requirements. If a Contractor is a subject employer, as defined in ORS 656.023, the Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If the Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

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

**COMMERCIAL GENERAL LIABILITY:**

☒ **Required** ☐ **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

**AUTOMOBILE LIABILITY INSURANCE:**

☒ **Required** ☐ **Not required**

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

**EXCESS/UMBRELLA INSURANCE:**

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Agreement, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to a Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

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

**CONTINUOUS CLAIMS MADE COVERAGE:**

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

- (i) The Contractor's completion and CJC's acceptance of all Services required under the Agreement, or
- (i) CJC or Recipient termination of this Agreement, or
- (ii) The expiration of all warranty periods provided under this Agreement.



### **CERTIFICATE(S) AND PROOF OF INSURANCE:**

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

### **NOTICE OF CHANGE OR CANCELLATION:**

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

### **INSURANCE REQUIREMENT REVIEW:**

Recipient agrees to periodic review of insurance requirements by CJC under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and CJC.

### **STATE ACCEPTANCE:**

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

## Financial Assistance Application Lifecycle Form

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

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

If renewal or direct appropriation, complete sections I, II, IV & V only. Section III is not required.

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

**\*\*CONCEPTION\*\***

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

☒ Direct Appropriation (no application)

Award type:

☐ Subrecipient Award

☒ Direct Award

Award Renewal?

☐ Yes

☒ No

Lead Fund # and Department:	District Attorney
Name of Funding Opportunity:	Oregon Behavioral Health Deflection Program

Funding Source: ☐ Federal – Direct

☐ Federal – Pass through

☒ State

☐ Local

Requestor Information: (Name of staff initiating form)	John D. Wentworth
Requestor Contact Information:	807 Main St., Oregon City, OR 97045; 503-655-8353; jwentworth@clackamas.us
Department Fiscal Representative:	John D. Wentworth
Program Name & Prior Project #: (please specify)	Behavioral Health Deflection Program

Brief Description of Project:

Newly invited opportunity for counties to develop and implement a deflection program to assist with newly created misdemeanor for drug possession. Counties are able to develop local programs specific to their communities with the money provided. This application is for the first half of the funding, with an opportunity to apply for the second half of the funding later in 2024.

Name of Funding Agency: Oregon Criminal Justice Commission

Notification of Funding Opportunity Web Address: [https://cjc-grants.smapply.io/prog/oregon\\_behavioral\\_health\\_deflection\\_program\\_23-25/](https://cjc-grants.smapply.io/prog/oregon_behavioral_health_deflection_program_23-25/)

OR

Application Packet Attached: ☒ Yes ☐ No

Completed By: John D. Wentworth

Date: April 18, 2024

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

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

☐ Competitive Application

☒ Non-Competing Application

☐ Other

Assistance Listing Number (ALN), if applicable:		Funding Agency Award Notification Date:	
Announcement Date:		Announcement/Opportunity #:	
Grant Category/Title	Oregon Behavioral Health Deflection Pro.	Funding Amount Requested:	\$475,254.50
Allows Indirect/Rate:	Yes	Match Requirement:	No
Application Deadline:	April 23, 2024	Total Project Cost:	\$475,254.50/\$950,509
Award Start Date:	April 1, 2024	Other Deadlines and Description:	
Award End Date:	June 30, 2025		
Completed By:	John D. Wentworth	Program Income Requirements:	None
Pre-Application Meeting Schedule:			

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

This is new funding provided by the 2024 state legislature, eligible for use from April 1, 2024 to June 30, 2025.

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

No general fund anticipated.

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

No fund balance anticipated.

In the next section, limit answers to space available.

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

**Mission/Purpose:**

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

New law HB 4002 establishes a misdemeanor crime for possession that would incur a maximum penalty of 6 months in jail, and promotes pathways for substance abusers to be deflected away from jail and into treatment support for substance use disorder. The District Attorney's Office is facilitating the program, and will work with the County Behavioral Health Division to establish a navigation team to stand up an early phase of the deflection program.

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

Because of the possession charge, these individuals will naturally have touchpoints with law enforcement and the District Attorney Office, necessitating the District Attorney Office coordinating role to support this work. There will be touchpoints beyond initial encounter with these clients to work with behavioral health professions, and providers in the Behavioral Health Resource Network (BHRN).

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

Initial funding is a planning grant to stand up and create a locally designed program. The Local Public Safety Coordinating Council (LPSCC) will meet to design and confirm the implementation of what Clackamas County designs for its community with the funding provided. The objective is to create treatment options for those who suffer from substance addiction and would otherwise immediately enter the criminal justice system.

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

No.

**Organizational Capacity:**

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

While the District Attorney's Office has qualified to execute this work, these funds will be used to hire additional and appropriate level staffing to implement this program to include a deputy district attorney and deflection program coordinator. Receiving funds through this initial planning grant should provide sufficient timing to hire staff ahead of the implementation of the new misdemeanor charge which begins on September 1, 2024.

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

Yes. There are coordinating partnerships required with providers in the Behavioral Health Resource Network, law enforcement, and the courts. The funding from these grants help to support this work.

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

While this is not exactly a "pilot project" as the District Attorney's Office has implemented a similar program (Law Enforcement Assisted Diversion), this program will be an upscale of that effort. The legislative plan is to continue this funding (and, perhaps increase it) into the future.

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

This is a new program. The early implementation of this program will require adequate data collection and advocacy with the 2025 state legislature to ensure adequate funding can continue for this work. Funding should be budgeted in the same way all programs are funded which include state authorized funding that are approved in a biennium.

#### Collaboration

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

District Attorney; Clackamas County Sheriff Office; Health, Housing and Human Services (H3S) Behavioral Health Division, and the Juvenile Department.

#### Reporting Requirements

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

To be determined. The Criminal Justice Commission has not established that yet.

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

The grant will help fund initial planning of this work. A key and early question will be "what defines success?" The new program coordinator will be tasked with data collection that will help to inform how the program evolves.

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

No reporting requirements are yet identified by the Criminal Justice Commission. To be evaluated September 2024.

#### Fiscal

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

No. This is new funding for a new program established by the state legislature.

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

No matching requirement for these funds.

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

Initial funding for this work are for planning purposes. Indirect costs may be better known closer to application of the second half of funding later in 2024.

Other information necessary to understand this award, if any.

HB 4002 creates an allowance for counties to initiate this work. This work is not a mandate. The funding provided will inform the program that is built, and help to determine if there should be advocacy to the state legislature in 2025 for increased program funding.

Program Approval:

John D. Wentworth

April 18, 2024

Name (Typed/Printed)

Date

Signature

**\*\* NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR \*\***

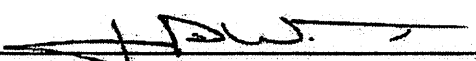
**\*\*ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN\*\***

**Section IV: Approvals**


**DIVISION DIRECTOR (or designee, if applicable)**

Name (Typed/Printed)	Date	Signature
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**DEPARTMENT DIRECTOR (or designee, if applicable)**

John D. Wentworth	April 18, 2024	
Name (Typed/Printed)	Date	Signature

**FINANCE ADMINISTRATION**

Elizabeth Comfort	4.18.2024	
Name (Typed/Printed)	Date	Signature

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

Name (Typed/Printed)	Date	Signature
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**Section V: Board of County Commissioners/County Administration**

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

**For applications \$150,000 and below:**

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

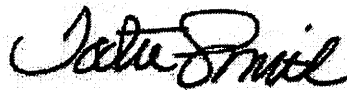
**For applications up to and including \$150,000 email form to BCC staff at [CA-Financialteam@clackamas.us](mailto:CA-Financialteam@clackamas.us) for Gary Schmidt's approval.**

**For applications \$150,000.01 and above, email form with Staff Report to the Clerk to the Board at [ClerktotheBoard@clackamas.us](mailto:ClerktotheBoard@clackamas.us) to be brought to the consent agenda.**

BCC Agenda Item #:  Date:

OR

Policy Session Date:



County Administration Attestation

County Administration: re-route to department at   
and  
Grants Manager at [financegrants@clackamas.us](mailto:financegrants@clackamas.us)  
when fully approved.

Department: keep original with your grant file.

