



John D. Wentworth, Clackamas County District Attorney

1000 Courthouse Road, Oregon City, Oregon 97045
P: 503.655.8431 | F: 503.650.8943 | districtattorney@clackamas.us

December 4, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Grant Agreement with the Oregon Department of Justice for Child Abuse Multidisciplinary Intervention services. Grant Value is \$1,343,499 for 2 years. Funding is through the Oregon Department of Justice. No County General Funds are involved.

Previous Board Action/Review	Approved to Apply 10/23/25		
Performance Clackamas	Ensure safe, healthy, and secure communities for children.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Bob Willson	Contact Phone	503-650-3011

BACKGROUND:

Oregon law (ORS 418.746-418.796) requires that every county utilizes a multidisciplinary approach to child abuse intervention. In 1989, the law specified that every county create a multidisciplinary team (MDT) that is coordinated through each county's District Attorney's office. The legislature recognized then, as it does still today, that identifying and responding to child abuse is complicated and thus requires complex collaboration and consistent teamwork in order to address child abuse situations adequately. (Grant Handbook, Page 5)

Clackamas County has received funding from the State of Oregon for Child Abuse Multi-Disciplinary Intervention (CAMI) for at least 25 years. CAMI funds are intended for the ongoing support of community child abuse intervention centers (ORS 418.790 through 418.792) and for the development and maintenance of child abuse multidisciplinary teams (ORS 418.746 through 418.747). Services include assessment, advocacy, and treatment to children who are victims or alleged victims of child abuse (ORS 419B.005 through 419B.050).

RECOMMENDATION:

I respectfully recommend that the Board approve the attached 2025-2027 State Child Abuse Multidisciplinary Intervention (CAMI) Grant Program Application between Clackamas County, acting by and through its District Attorney's Office and the State of Oregon, acting by and through its Department of Justice.

Respectfully submitted,

John D. Wentworth
District Attorney



John D. Wentworth, Clackamas County District Attorney

1000 Courthouse Road, Oregon City, Oregon 97045
P: 503.655.8431 | F: 503.650.8943 | districtattorney@clackamas.us

October 23, 2025

BCC Agenda Date/Item: 20251023 II.A.2

Board of County Commissioner
Sitting/Acting as _____
Clackamas County

Approval of a Grant Application to the Oregon Department of Justice for child abuse multidisciplinary interventions. Grant Value is \$1,343,499 for 2 years. Funding is through the Oregon Department of Justice. No County General Funds are involved.

Previous Board Action/Review	The Board approved the 2023-2025 MDT CAMI grant award on Apr 25, 2024, Item Number III.A.2		
Performance Clackamas	Safe, secure and livable communities		
Counsel Review	No, but they will on the formal/final grant document.	Procurement Review	No
Contact Person	Bob Willson	Contact Phone	503-650-3011

BACKGROUND:

Oregon law (ORS 418.746-418.796) requires that every county utilizes a multidisciplinary approach to child abuse intervention. In 1989, the law specified that every county create a multidisciplinary team (MDT) that is coordinated through each county's District Attorney's office. The legislature recognized then, as it does still today, that identifying and responding to child abuse is complicated and thus requires complex collaboration and consistent teamwork in order to address child abuse situations adequately. (Grant Handbook, Page 5)

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RECOMMENDATION:

I respectfully recommend that the Board approve the attached 2025-2027 State Child Abuse Multidisciplinary Intervention (CAMI) Grant Program Application between Clackamas County, acting by and through its District Attorney's Office and the State of Oregon, acting by and through its Department of Justice.

Respectfully submitted,

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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

Award type: ☐ Direct Appropriation (no application)
☐ Subrecipient Award ☒ Direct Award

Award Renewal? ☒ Yes ☐ No

Lead Fund # and Department:	Fund 100 / District Attorney 24
Name of Funding Opportunity:	Child Abuse Multidisciplinary Account (CAMI)

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

Requestor Information: (Name of staff initiating form)	Amy Hatton (MDT Grant Coordinator on Contract)
Requestor Contact Information:	amyhatton@childrenscenter.cc ; 503-655-7725
Department Fiscal Representative:	Bob Willson
Program Name & Prior Project #: (please specify)	Multi Team Prog / 240424401

Brief Description of Project:

The Child Abuse Multidisciplinary Intervention (CAMI) Account is the primary source of state funding for the intervention, assessment and investigation of child abuse. State law requires CAMI funds be distributed through multidisciplinary teams (MDTs). MDTs are established in each county under the leadership of the local district attorney. Each county develops a coordinated intervention plan and protocols to provide comprehensive services to the victims of child abuse, including assessment, advocacy, treatment and prosecution.

Name of Funding Agency: State of Oregon Department of Justice - Crime Victims - Child Abuse Multi

Notification of Funding Opportunity Web Address: <https://www.doj.state.or.us/crime-victims/grant-funds-programs/child-abuse-multidisciplinary-intervention-cami-fund/>

OR

Application Packet Attached: ☒ Yes ☐ No

Completed By: Bob Willson

Date: 9/10/25

**** 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:	N/A	Funding Agency Award Notification Date:	
Announcement Date:		Announcement/Opportunity #:	
Grant Category/Title	25-27 State Child Abuse Multidisciplinary Intervention Grant	Funding Amount Requested:	\$1,146,209
Allows Indirect/Rate:	N/A	Match Requirement:	None
Application Deadline:		Total Project Cost:	\$1,146,209
Award Start Date:	7/01/25	Other Deadlines and Description:	
Award End Date	6/30/27		
Completed By:		Program Income Requirements:	
Pre-Application Meeting Schedule:			

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

None, this is a 100% Pass-Through Grant for funding the Clackamas County MDT Child Abuse Program. Many jurisdictions within the County are involved with this program, including the DA's Office and the Sheriff's Office. This program is mandated by The State of Oregon and all counties within the State receive this funding and are required to provide these services for children.

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

\$0.00

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

\$0.00

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

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.

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.)?

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?

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

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?

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

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.)?

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.)?

Collaboration

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

Reporting Requirements

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

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?

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

Mission/Purpose:

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

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

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

Other information necessary to understand this award, if any.

Program Approval:

Scott Healy

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

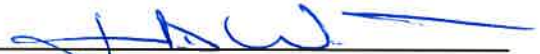
DIVISION DIRECTOR (or designee, if applicable)

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

John D. Wentworth

10/09/25



Name (Typed/Printed)

Date

Signature

FINANCE ADMINISTRATION

Name (Typed/Printed)	Date	Signature
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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: ☐	Denied: ☐
Name (Typed/Printed)	Date	Signature

For applications up to and including \$150,000 email form to BCC staff at CA-Financialteam@clackamas.us for Gary Schmlt's approval.

For applications \$150,000.01 and above, email form with Staff Report to the Clerk to the Board at 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
when fully approved.

Department: keep original with your grant file.

A. Cover Page

Instructions:

- Complete this page and click **SAVE**, fields will populate with information and any errors will be noted.

Organization Certification

1. To update information related to the items below, go to your agency's Organization Information page.

By checking the following boxes, I hereby certify:

- ☒ The "Organization Information page (General Information, Address, Contact Information, etc.) is complete and accurate. If not, CVSSD has been contacted to make changes.*
- ☒ The "Organization Members page has been updated. All new personnel working on this application have been added and all personnel no longer associated with this organization have been deactivated.*

The page is complete and accurate (including funding for each position and training received).*

- ☒ If applicable, the page is complete and accurate (including training received).*
- ☒ The page has a current (within last 2 years) "Civil Rights Training Certification uploaded, or the organization is new and will complete the required training and upload the certification before signing the grant agreement.*
- ☒ The page has a current (within last 2 years) "Whistleblower Certification uploaded, or the organization is new and will complete and upload the certification before signing a grant agreement.*

Eligibility:

2. By checking the following boxes, I hereby certify:
 - ☒ The organization is eligible to apply for these funds based on the criteria in the RFA and fund specific handbook.*
 - ☒ The MDT will send at least one representative in a leadership role to each applicable required training hosted by CVSSD (ie: Non-Profit Directors Training, ODAA, MDT Day, or Grant Management and Tribal Nation Meetings).*
 - ☒ All MDT Members have completed "What You Need to Know About Karly's Law" training.*
 - ☒ All MDT Members have completed training consistent with ORS 418.747.*

3. Applicant Information

- a. Applicant Agency's or Organization's Legal Name & Mailing Address:

*Clackamas County District Attorney's Office
2051 Kaen Rd
Oregon City, OR 97045
Phone: (503) 655-8616
Fax: (503) 650-8943*

- b. Physical Address (If different than the mailing address):

1000 Courthouse Road, Oregon City, OR 97045

- c. County: *Clackamas County*

- d. Federal ID #: *93-6002286*

- e. Website Address: *https://www.clackamas.us/da*

4. Contacts

Application Contact Person - The person who is

- a. responsible for day to day management and reporting for *Amy Hatton* the grant: *

- b. Contact Information:

*MDT Coordinator
1713 Penn Lane
Oregon City, OR 97045
Phone: (503) 655-7725 ext. 104
E-mail:
amyhatton@childrenscenter.cc*

- c. Fiscal Contact - The individual who prepares the financial reports for the grant: * *Robert Willson*

*Management Analyst
807 Main Street, Room 7
Oregon City, OR 97045-1845
Phone: (503) 650-3011
Fax: (503) 650-8943
E-mail: rwillson@clackamas.us*

- d. Contact Information:

- e. Fiscal Officer - This is the individual who has signature authority for financial reporting for the applicant. CVSSD assumes that all financial reports submitted in E-Grants have been approved by the Fiscal Officer as a true and accurate representation of grant expenditures: * *Robert Willson*

*Management Analyst
807 Main Street, Room 7
Oregon City, OR 97045-1845
Phone: (503) 650-3011
Fax: (503) 650-8943
E-mail: rwillson@clackamas.us*

- f. Contact Information:

5. Financial & Administrative Risk Assessments *

Our organization has completed a 2023 VOCA Non-Competitive Application.

☒ Yes

☐ No

6. Type of Applicant: *

☐ Non-Profit, Non-Governmental

☒ District Attorney's Office/Victim Assistance Program

☐ Other

If Other, please describe:

B. MDT and Child Fatality Review Teams Leadership and MDT Required Roles

The individuals listed on this form should be authorized to commit the agency or organization on the MDT to the protocols, interventions, and obligations described in this application.

The MDT Coordinator should maintain a current list of the MDT membership. The entire membership of the MDT need not be listed in this application.

Members of the MDT and Child Fatality Review Team shall be notified in advance of any and all meetings and are expected to attend and participate regularly. Members should be provided information about cases to be reviewed with sufficient notice to allow preparation for meaningful participation in case review.

1. **MDT Chair** - The DA (or sometimes a DDA)-The person responsible for convening the MDT.

a. Name: *Scott Healy**
b. Agency: *Clackamas County District Attorney's Office**
c. Phone: *503-655-8343**
d. Email: *ScottHea@clackamas.us**

2. **MDT Coordinator** - The person who completes administrative tasks on behalf of the MDT including preparing and circulating the MDT meeting agendas.

a. Name: *Amy Hatton**
b. Agency: *Children's Center**
c. Phone: *503-655-7725**
d. Email: *amyhatton@childrenscenter.cc**

3. **Fatality Review Team Leader** - Typically the DA-the person primarily responsible for facilitating the meetings.

a. Name: *Scott Healy**
b. Agency: *Clackamas County District Attorney's Office **
c. Phone: *503-655-8343**
d. Email: *ScottHea@clackamas.us**

4. **Fatality Review Coordinator** - The person primarily responsible for handling the logistics for the team-such as scheduling meetings, preparing agendas, taking notes and entering information in the CDR database

a. Name: *Amy Hatton**
b. Agency: *Children's Center**
c. Phone: *503-655-7725**
d. Email: *amyhatton@childrenscenter.cc**

5. Role: **District Attorney's Office**

a. Name: *Scott Healy**
b. Agency: *Clackamas County District Attorney's Office **
c. Phone: *503-655-8343**
d. Email: *ScottHea@clackamas.us**

6. Role: **Department of Human Services Child Protective Services**

a. Name: *Cheryll Ramos**
b. Agency: *Oregon Department of Human Services Child Welfare**
c. Phone: *503-731-4516**
d. Email: *Cheryll.Ramos@odhs.oregon.gov**

7. Role: Health Department

a. Name: *Cassie Stewart**
b. Agency: *Clackamas County Public Health**
c. Phone: *503-742-5300**
d. Email: *cstewart@clackamas.us**

8. Role: Juvenile Department

a. Name: *Katie Anderson**
b. Agency: *Clackamas County Juvenile Department **
c. Phone: *503-655-8342**
d. Email: *kanderson@clackamas.us**

9. Role: School Official

*If your MDT has multiple **agencies/organizations** filling this role on the team, click the + button to the right to add them.*

a. Name: *Jared Hayes**
b. Agency: *Clackamas Education Service District **
c. Phone: *503-675-4023**
d. Email: *JHayes@clackesd.k12.or.us**

10. Role: Law Enforcement

*If your MDT has multiple **agencies/organizations** filling this role on the team, click the + button to the right to add them.*

a. Name: *Ross Clemson**
b. Agency: *Clackamas County Sheriff's Office **
c. Phone: *971-334-2056**
d. Email: *rclemson@clackamas.us**

11. Role: Children's Advocacy Center

*If your MDT has multiple **agencies/organizations** filling this role on the team, click the + button to the right to add them.*

a. Name: *Winnie Chu Nhan**
b. Agency: *Children's Center**
c. Phone: *503-655-7725**
d. Email: *Winniechu@childrenscenter.cc**

12. Role: County Mental Health

a. Name: *Kim Pengelly**
b. Agency: *Clackamas County Health Centers**
c. Phone: *503-680-9777**
d. Email: *KimPen@clackamas.us**

9. Role: School Official

*If your MDT has multiple **agencies/organizations** filling this role on the team, click the + button to the right to add them.*

a. Name: *Darcee Kilsdonk**
b. Agency: *Clackamas County Children's Commission**
c. Phone: *503-675-4565**
d. Email: *darceek@clackcokids.org**

10. Role: Law Enforcement

*If your MDT has multiple **agencies/organizations** filling this role on the team, click the + button to the right to add them.*

a. Name: ***
b. Agency: ***
c. Phone: ***
d. Email: ***

11. Role: Children's Advocacy Center

*If your MDT has multiple **agencies/organizations** filling this role on the team, click the + button to the right to add them.*

a. Name: ***
b. Agency: ***
c. Phone: ***
d. Email: ***

12. Role: County Mental Health

a. Name: ***
b. Agency: ***
c. Phone: ***
d. Email: ***

9.

Role: School Official

If your MDT has multiple **agencies/organizations** filling this role on the team, click the + button to the right to add them.

- a.

Name:

Barnaby Gloger*
- b.

Agency:

North Clackamas School District*
- c.

Phone:

503-353-6000*
- d.

Email:

glogerb@northclack.k.12.us*

10.

Role: Law Enforcement

If your MDT has multiple **agencies/organizations** filling this role on the team, click the + button to the right to add them.

- a.

Name:

*
- b.

Agency:

*
- c.

Phone:

*
- d.

Email:

*

11.

Role: Children's Advocacy Center

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- a.

Name:

*
- b.

Agency:

*
- c.

Phone:

*
- d.

Email:

*

12.

Role: County Mental Health

- a.

Name:

*
- b.

Agency:

*
- c.

Phone:

*
- d.

Email:

*

C. Intervention Plan

Instructions:

- Complete this page and click **SAVE**, fields will populate with information and any errors will be noted.

1. Describe all sources of support, including funding (other than CAMI funding) and in-kind contributions, available to carry out your county's child abuse intervention plan. *

At the present time Clackamas County MDT does not receive any additional funding. The only exception to this is in situations of county or statewide funding hosted by a member of the MDT where we may charge a registration fee to offset the cost of a facility rental, materials or prominent trainer or survivor fee.

All other sources of support are in-kind contributions from our partners. By far, the largest in-kind support comes from the DA's Office, who provide financial support and management, leadership and employee time to carry out the many functions and projects of the MDT. The DA's Office does not take the 5% administrative funding available for MDT operations.

The DA's Office provides the leadership, time and support of First Assistant District Attorney Scott Healy and Senior Deputy District Attorney Rusty Amos. Scott remains the chair of the MDT, MDT Policy & Management Subcommittee, Child Fatality Subcommittee and is an active member of Training Subcommittee, Case Review and Drug Endangered Children's Subcommittee. Rusty is in training to one day take over as chair and fills in as co-chair or facilitator when needed. DA Financial Analyst keeps track of MDT budget and with the County grant financial coordinator, provides monthly budget reports to the MDT and processes all contract with the county, and invoices for MDT trainings. The estimate for in-kind contributions from the DA's Office is roughly \$20,000 per grant period.

MDT partners from ODHS, LEA, Behavioral Health, Public Health Children's Center, Juvenile Department, DAVA, Clackamas Women's Services and the members from the schools provide great support invaluable support to the MDT with their time, leadership on subcommittees, working on MDT projects and trainings. We currently have over 90 members on our MDT monthly updates email list and generally have 30-35 members attend our monthly meetings in person. The four core partner agencies; DA's Office, ODHS, Children's Center and Law Enforcement each provide at least 3 educational presentations a year and support their staff attending these trainings.

Children's Center provides a free space for meetings, a safe space for partner agencies to rest, and staff time to support the MDT trainings and projects. Members of their staff attend all of the subcommittees. They chair the MDT Mental Health Collaborative and MDT Drug Endangered Children MDT and provide the staff for MDT Healthy Boundaries and Behaviors as well as the MDT Coordinator.

ODHS provides representations on all of the MDT subcommittees and currently serve as Chair of the MDT Case Review

Several members from the Law Enforcement Committee also attend nearly all of the subcommittees, trainings and project development.

With the exception of Children's Center, partner agencies provide their time as an in-kind donation because their work directly aligns with the goals of the MDT. It is nearly impossible to measure the amount of time, work, and support these partners devote to the MDT. They remain committed to the vision of a collaborative cooperative system from initial assessment to prosecution of child abuse.

2. Describe the critical needs of victims of child abuse in the county, including but not limited to child abuse assessment, advocacy, and treatment. *

In reviewing the 2024 National Kids Count Data profile for Oregon it shows that Oregon received an overall score of 26 with the economic well-being of children in Oregon continuing to decline in recent years. Concerning numbers related to children in poverty, children whose parents lack secure employment and children living in households with a high housing cost burden. This alarming decline ranks Oregon 29th in the Nation for this category. Additionally, Oregon is ranked 43rd in the Nation for Education with declines in children under 4 who are registered for school. Most alarming however are the number of children who are not meeting proficiency bench markers in the fourth and eighth grade. This is in contrast to our 2023-2025 grant where we were able to report improvements in many of these categories. Clackamas County tends to follow the National and Statewide trends although we have less than half the number of Clackamas County children living in poverty at 6% compared to the state average of 14%.

Clackamas County has a diverse population of 423,173 residents with 21% under the age of 18. The county has a broad demographic from the urban outskirts of Portland to the tourist communities of Mt. Hood to the more rural areas of South County. Covering just over 1,870 square miles, many of the most valuable resources for children such as mental health services, local hospitals, our Child Abuse Assessment Center and ODHS offices can be up to an hour drive by car or nearly four hours by public transportation for families living near Mt. Hood or in the rural communities.

In the past years many of our county's advocacy services have made great strides to mobilize into the rural communities the majority of those organizations such as Family Justice Center, Clackamas Women's Services, Head Start and Early Head Start, ESD, Victim's Advocates are still centrally located within the urban areas of the county and an hour drive by car or nearly four hours for rural families traveling by public transportation. Despite these efforts Clackamas County has seen a rise in children falling below the poverty line up to 14%. This is more than double what we reported in our last application two years ago. We have also seen an increase in the number of young children not enrolled in school currently identified as 58% of children ages 3 and 4.

Following this trend Clackamas County has seen a rise in the recurrence of child maltreatment in Clackamas County. Based on data provided by the Oregon Department of Human Services, recurrence of maltreatment is defined as children who were victims of founded or substantiated maltreatment within 12 months of their initial report of maltreatment. Clackamas County reported a recurrence of maltreatment 12.7% of the time in the last two years, increasing from 12% in the previous two years. This number is significantly higher than the federal standard of 9.7% and the state standard of 11.5%. Unfortunately, this recurrence is also higher than many other counties of similar size and makeup in Oregon.

Additionally, the ramifications of measure 110, or the Drug Addiction Treatment and Recovery Act had a significant impact on the children of Clackamas County. In the five year since the measure was passed, the rate of drug induced deaths grew in Oregon by 264%. This is 4x faster than anywhere else in the US. The death rates for Oregon teens grew by 625%, 5x faster than anywhere else in the US to become the #1 cause of youth deaths. 6 out of 10 deaths for youth in Clackamas County were related to some sort of drug use. The Clackamas County CAC Children's Center began testing the hair of children suspected to have exposure to drugs in 2017. In the five years between 2017 and 2022, the results revealed that the children of Clackamas County had an increasing rate of exposure to amphetamine, cocaine, methadone, opiates and THC. Children's Center did not include Fentanyl in this test until 2021 and saw 25 children test positive in the first year. In 2024, 32% of children under 12 seen by Children's Center had a diagnosis of drug endangered child. 47% of the time children were referred to the CAC for a different reason such as Karly's Law or exposure to domestic violence and DEC was discovered in the process. Since Children's Center began testing for Fentanyl, they discovered that when there was a positive for Fentanyl 79.55% of the time there was also a positive for amphetamine, 14.7% positive for cannabinoids, 13.64% positive for cocaine, 5.68% positive for opiates and 3.41% positive for methadone. Of the 500 positive Fentanyl test Children's Center reviewed in 2024, 214 of them were also positive for at least one other substance, 113 children had been 3 and 5 additional drug positives, and 11 children had between 6 and 9 additional drugs in their systems.

3. Describe how your county addresses the needs described in #2 above in a comprehensive manner, i.e. what is your intervention plan? *

Clackamas County MDT is addressing the needs described above through the leadership, work and action of the MDT subcommittees and through improved partnership and support of MDT partners. It is important to state that the community by in is too vast to list all of the agency members with ongoing engagement from nearly 100 partners and frontline workers, however the partner agencies who have a designated member of their leadership regularly showing up to committee meetings are as follows: ODHS, Law Enforcement from all county jurisdictions, Public Health, Mental Health, Family Justice Center, Clackamas Women's Center, Head Start, Wraparound, Clackamas Education Service District, Juvenile Department, Children's Center, Safety Compass and so many more. With these partnerships, we have identified the following as the primary focus of our intervention plan:

1. *Improved Collaboration and Communication among all of our partners.* We have dedicated our monthly meeting, policy and management and twice monthly case review to focus directly on connection between partner and ensure that information about child safety flows continually throughout the life of an assessment or intervention. Additionally, we have developed a system of communication with the ability to mobilize an urgent staff regarding a family or a situation if increased communication is a necessity for child safety. Critical members of the MDT can generally meet within 48 hours of a critical incident. We have also increased access of MDT partners in other high risk or task force-oriented meetings. With the goal being to increase access to valuable information without depleting resources or duplicating efforts vulnerable populations coordinators in various aspects in the county have begun meeting together and regularly attending staffings when there is a crossover of risk factors and then disseminate the information gleaned during the staffing to members of the investigation team as needed. We have also developed a full day MDT Orientation that is intended for child abuse professionals who participate on a multidisciplinary team (MDT) in the investigation of child abuse. The orientation covers topics such as understand what an MDT is and the history of why collaboration in child abuse investigations is essential for ensuring child safety, Mandatory Reporting, and Karly's Law, History of the CAC Movement and the purpose of the MDT approach to child abuse, Identify the roles and responsibilities of each of the core disciplines of the MDT as they relate to the investigation of child abuse and discussion of the value of the MDT response, MDT collaboration, and cultural considerations throughout the investigative process, and case review

We also prioritize our training budget on supporting team members in accessing training specifically targeted at their needs and requests. We have dedicated our training dollars to training large groups of folks and giving access to national conferences to those who show a desire to further their expertise in the field of child abuse intervention, assessment or investigation.

2. *Education and Training.* Our MDT training committee and Children's Center's training series will play an active role in fulfilling the goals of the MDT Intervention Plan. The training committee will continue to review partner training requests to attend conference, plan guest speakers, offer MDT training day and MDT orientation. They will be a dedicated supported of the Oregon Child Abuse and Human Trafficking Summit. In the coming years, the MDT intends to begin supporting the travel and lodging expenses in addition to the registration fees for out of state conferences. This is a need that our team members have expresses is critical because individual agencies are no longer able to offer investigators in out of state travel without support from the MDT.

3. *Drug Endangered Children Committee.* The Clackamas County MDT has created a DEC subcommittee that meets monthly to address the needs of drug endangered children in our community. This committed is chaired by Children's Center's Sarah Smith and is focused on addressing the specific needs of kids in the community who are impacted by drugs. The DEC MDT is working with National DEC in hopes of becoming an official National DEC alliance member which will provide access to trainings, resources, tool kits and an app to MDT members and families of children.

4. *Based on recommendations from the Child Fatality Review Committee* there will be an added component called the Safe Sleep Education & Promotion Initiative. The goal of this program will be to reduce the number of infant fatalities related to unsafe sleep environments in Clackamas County. This initiative will partner with the MDT to develop culturally appropriate educational materials and media campaigns in English and Spanish. They will partner with hospitals, prenatal care providers, pediatricians, home visiting programs and WIC clinics to integrate safe sleep risk screenings and education into routine care. They would like to host monthly "Safe Sleep 101" community workshops for caregivers, deliver quarterly provider training workshops for MDT members, healthcare providers, and community-based professionals. In addition, the MDT goal is to create and distribute a "safe sleep provider toolkit" featuring evidence based talking points, family handouts, FAQs for navigating common misconceptions and information on how to refer families to crib distribution and follow up support.

5. *Mental Health Collaborative.* The training committee will support mental health professionals in achieving TF-CBT certification and other modes of therapy. The MDT will also provide support for additional resources for parents and vulnerable populations by way of groups, speakers, and working with partners in Clackamas County Public Health, Behavioral Health, Crisis Response teams, Children's Center, and Clackamas Women's Service. Our monthly trainings will include a focus on abuse to teens. The MDT Mental Health Collaborative currently chaired by Children's Center Karen Corban currently consists of more than 30 mental health providers and agencies. They meet monthly to share resources, provide updates, and give educational presentations about trends, best practice recommendations and available services in the community. They also discuss current wait times and openings with providers. The goal is to increase outreach to the schools in the coming years to ensure school counselors have the same access to these resources.

4. Describe how the county's protocols are part of the intervention plan. *

The MDT Protocol provides the commitment and operational framework for MDT partners to work in a multidisciplinary way to improve systems of child abuse intervention, investigation, assessment, advocacy, and prosecution of child abuse in Clackamas County. The protocol provides a standard for all partners to adhere to, refer to, and also serves as a guide to helping resolve conflicts and identifying system issues and problems.

The current protocol was drafted and approved in June of 2023 and serves as our most up to date practice agreement. The 2023 redesign was a collaborative effort by all of Clackamas County's partners with the goal of make it more user friendly and accessible to all front-line partners. The protocols are readily available for any member of the MDT and a professional copy is provided to all incoming partners during MDT Orientation. Children's Center has also created index size, laminated versions of Karly's Law and minimal facts interviewing guides for all partners to utilize in the field. These cards guide investigators as to next steps when working with children who have a suspicious physical injury or have made a disclosure of abuse.

Our current DEC protocol has been identified as out of date and needing revision to reflect current drug trends and our DEC subcommittee has agreed to begin revising this in the coming months.

5. Describe how the intervention plan prioritizes funding a children's advocacy center and how the funding supports the center. *
- The Clackamas County Multi-Disciplinary Team (MDT) remains firmly committed to the continued development and growth of our local Child Advocacy Center (CAC), the Children's Center. Since 2002, ensuring access to high-quality medical assessments, forensic interviews, and advocacy services for children and families has been a central and critical objective of the MDT.*

The Children's Center continues to strive for excellence in all areas of service and is preparing for a recertification process with the National Children's Alliance (NCA) in the coming year. Despite its strong performance and unwavering support from the community, the Children's Center has been significantly impacted by limited funding available to CACs statewide. These constraints have forced reductions in staff and available services. Unfortunately, the Center was also unable to secure necessary funding for its prevention program, leading to the disbanding of most components of that initiative.

Given these challenges, and recognizing the indispensable role the Children's Center plays in supporting our mission, the MDT has reaffirmed its commitment to the Center by allocating 92% of MDT funds directly to support its work. This funding will help sustain essential services, including medical assessments, family outreach, and parent education throughout Clackamas County.

The Children's Center is vital in achieving the goals of the MDT. Beyond delivering expert forensic interviews and medical evaluations, the Center provides comprehensive family support services, therapeutic resources, and essential training for community partners. Their extensive catalogue of best-practice trainings—covering topics such as child development, physical abuse, substance use disorders, and the dynamics of abuse disclosure—are offered at little to no cost and are widely accessible to our partners. During our most recent fiscal year of July 1, 2023 to June 30, 2024, we provided 1,114 therapy sessions and 529 assessments. We also provided over 33 training sessions to community members, reaching more than 5,000 adults with education and outreach.

The MDT deeply values the Children's Center as a cornerstone of child advocacy and protection in Clackamas County, and we remain committed to supporting its mission and impact in our community.

6. Designated Medical Professional Information

- a. Does your county have a Designated Medical Professional (DMP)? *

☒ Yes

☐ No

- b. DMP Name: *Dr. Cathy Lang*

Phone: *5036557725*

Email: *cathleen@childrenscenter.cc*

- c. Professional Designation: *

☒ Doctor

☐ Physician's Assistant

☐ Nurse Practitioner

- d. How many hours of specialized training in child abuse assessment has your DMP received in the past 2 years? *

58

* According to national best practices, medical professionals should receive a minimum of 8 hours of training every two years.

- e. If the team has not been able to identify a DMP, ORS 418.747(12) requires the team to develop a written plan outlining the necessary steps, recruitment and training needed to make a DMP available to the children of the county. Please describe your plan and the steps you have taken since your last grant application. *

N/A

7. ☒ By checking this box, the MDT agrees to make the MDT Protocols available to the CAMI Program for review upon request. *

D. Project Goals, Objectives, Activities, and Performance Measures

Instructions:

- Complete this page and click **SAVE**, fields will populate with information and any errors will be noted.

Enter Activities, Target Outputs, and Projected Two Year Total Output Numbers" in the table below.

Common Goal

A. Goal

All children in the county with reported concerns of child abuse and neglect will receive a coordinated community response to ensure their health and safety.

	a. Objectives	b. Activities	c. Target Outputs	d. Projected Two Year Total Output Numbers	e. Projected Outcomes
1.	MDT Coordination and Response Coordinate child abuse intervention including forensic interviews, medical evaluations, mental health services and other services for children with concerns of abuse.	Conduct regular case review meetings with the MDT so that cases of suspected child abuse can be staffed and all members of the MDT can provide history and input relevant to case planning.	The MDT will meet <i>2nd and 4th week of the month</i> (frequency: weekly, every other week, monthly, etc.) to review cases.	48 (total number of case review meetings)	Improved communication and coordination among the agencies and organizations tasked with the investigation and response to child abuse cases.
2.	Protocols MDT members will have an accurate guide to current MDT practices.	The MDT will convene to regularly to discuss procedural and process issues.	MDT will review their protocols and update them if needed annually (frequency: quarterly, semi-annually, annually etc.) during the two year grant period.	2 (total number of times the protocols will be reviewed and updated if needed)	Children will receive a consistent response to reports of abuse or neglect consistent with current MDT protocols.

E. Attachments to Upload

Instructions:

- Complete this page and click **SAVE**, fields will populate with information and any errors will be noted.

1. Certified Assurances

Please upload the Certified Assurance page, signed by the MDT Chair. [The form for this can be found by clicking here.](#)

*Signed Certified Assurances.pdf**

Sample MDT Attendance Sheet

- 2.** Upload a sample copy of your MDT Attendance Sheet. The attendance sheet must be circulated at every MDT meeting and must include: county, meeting date, confidentiality statement, attendee name (printed), agency, and signature. A sample MDT Attendance Sheet with confidentiality statement can be found [here](#).

*Sample MDT Attendance Sheet.pdf**

Memorandums of Understanding

CVSSD expects that strong partnerships will be developed for project implementation purposes and to ensure that the project effectively responds to the needs of the population being served.

- 3.** A [Memorandum of Understanding](#) is a written agreement that sets the terms and understanding between partners for certain activities that do not involve an exchange of funds.

If grant funds will be paid to an outside entity, please review the CVSSD Guidance on Contracts and the instructions in this application and include the contract information on Form G.

☒ Not Applicable

Letter of Authorization

- 4.** Any agency that intends to have someone other than the authorized signatory (such as a Board Chair or County Commissioner) sign grant documents must submit a Letter of Authorization. A sample form for the Letter of Authorization can be found [here](#).

☒ Not Applicable

H. Personnel

Instructions:

- Complete this page and click **SAVE**, any calculations will be performed and any errors will be noted.
- Once the page has been saved with no errors, you can click **ADD** to add additional staff.

1. **Staff Name:** *Justine Kovak*
2. **Position Title:** *Healthy Boundaries & Behaviors Outreach Coordinator*
3. **Two Year Salary funded by this grant:** *\$60,000.00*
4. **Two Year Total salary for full-time equivalent (1 FTE):** *\$120,000.00*
Show the annual salary, percentage of time the staff position is to be allocated to the project, and the salary calculation. Refer to the Application Instructions for a more detailed explanation and a calculation example.
This is a part time position for HBB Outreach Coordinator based out of Children's Center.
5. **FTE funded by this grant:** *0.50*
6. **Two Year Personnel expenses funded by this grant:** *\$0.00*
7. **Two Year Total personnel expenses for full-time equivalent (1 FTE):** *\$0.00*
Please provide details as to how the proposed CAMI funded personnel expenses were calculated:
Children's Center will pay the personnel expenses associated with this position.
8. Please indicate which CAMI Services Area(s) this staff will **address. Refer to the Application Instructions for definitions of each service area: ***

☒Assessment Services☒Advocacy Services☒Treatment Services☐Other
9. **What are the top three (3) major activities to be performed by this CAMI funded FTE?**
Intervention, responding to referrals and supporting families
Outreach and support to professional especially ODHS, Schools, Law Enforcement and treatment services
Providing training and education.

H. Personnel

Instructions:

- Complete this page and click **SAVE**, any calculations will be performed and any errors will be noted.
- Once the page has been saved with no errors, you can click **ADD** to add additional staff.

- Staff Name:** Amy Hatton
- Position Title:** MDT Coordinator
- Two Year Salary funded by this grant:** \$80,000.00
- Two Year Total salary for full-time equivalent (1 FTE):** \$160,000.00
 Show the annual salary, percentage of time the staff position is to be allocated to the project, and the salary calculation. Refer to the Application Instructions for a more detailed explanation and a calculation example.
This position has been funded at \$40 per hour for 1000 hours per year. This averages out to a part time 20 hour per week position.
- FTE funded by this grant:** 0.50
- Two Year Personnel expenses funded by this grant:** \$0.00
- Two Year Total personnel expenses for full-time equivalent (1 FTE):** \$0.00
 Please provide details as to how the proposed CAMI funded personnel expenses were calculated:
The personnel expenses are covered by Children's Center.
- Please indicate which CAMI Services Area(s) this staff will **address. Refer to the Application Instructions for definitions of each service area.** *
☒ Assessment Services ☒ Advocacy Services ☒ Treatment Services ☐ Other
- What are the top three (3) major activities to be performed by this CAMI funded FTE?**
The MDT Coordinator position provides enhanced coordination of cases with the MDT to ensure timely resolutions, efficient communication and information sharing. Additionally the MDT Coordinator provides administrative support and training technical assistance to assist the team in meeting MDT, CAMI and NCA goals to provide a coordinated multi-disciplinary intervention for victims of child abuse. The MDT Coordinator also provides support in direct service, consultation, and case management to the District Attorney's Office. Ensuring a best practice approach adhering to NCA Accreditation Standard and current legislative rule.

I. Contracts

Instructions:

- Complete the page and click **SAVE**, calculations will run and any errors will be noted at this point.
- Once the page has been saved with no errors, you can click **ADD** to add additional contracts.

If this application will include a contract, please respond to the following questions. This form page may be left blank if no contracts are proposed as a part of this application.

- Name of proposed contractor: *Children's Center*
- Contract Period: *2025-2027*
- Contract Amount (Budgeted in this grant): *\$976,000.00*
- Payment Terms: *Quarterly*
- Describe the specific product or service the contract is intended to address:
Children's Center is the recognized DMP in our county. Children's Center provides child abuse medical assessments, including complete physical exams, strangulation kits, SAFE kits, urine analysis and hair tests to determine possible abuse and/or need for further evaluation, crisis intervention, referral and treatment services.
- ☒ We certify that we are following our procurement standards that, at a minimum, follow the requirements put forth by CVSSD as listed [here](#).
- ☒ We understand that a final signed copy of the contract will need to be approved by CVSSD prior to any contract expenses being incurred.

*To add another contract, click **Save**, then click the **Add** button in the upper right corner.*

J. Services and Supplies

Instructions:

- Please complete this page and click **SAVE**, fields will populate with information and any errors will be noted at this point.

1. Travel

Total travel costs funded by this grant:

\$0.00

Please indicate which CAMI Services Area(s) these costs will address. Refer to the RFA for definitions of each service area:

☐ Assessment Services ☐ Advocacy Services ☐ Treatment Services ☐ Other

Please describe the travel expenses of project staff (travel to attend meetings, travel for outreach, client transport, and any other travel not related to attendance at training), show the basis of the computation (# of miles, cost per mile), and explain how the travel costs are necessary and beneficial to the program:

Children's Center absorbs the travel costs of project staff and does not bill for it separately.

2. Training

Total training costs funded by this grant:

\$30,209.00

☒ All travel costs will be based on the organization's or program's travel policy. Per diem rates will not exceed the federal per diem rates found at www.gsa.gov/travel-resources and all travel on common carriers (airplane, train, etc.) shall be coach class. A specific breakdown of actual costs will be provided during financial reporting.

☒ Training funded under this grant will be limited to only that which is allowable with CAMI funding, or pro-rated based on the portion that is allowable.

Please indicate which CAMI Services Area(s) these costs will address. Refer to the RFA for definitions of each service area:

☒ Assessment Services ☒ Advocacy Services ☒ Treatment Services ☒ Other

Provide a brief description of the anticipated trainings or training topics, the calculations for how the training costs were determined, and explain how the training is necessary and beneficial to the project. Keep in mind CAMI Program training requirements outlined in Form E when planning and budgeting for training costs. Out of state training must be approved in advance and can be listed here to receive approval.

Our MDT would like to support the travel costs to the upcoming out of state trainings for MDT Members;

2025 D.A.R.E International training conference

2025 & 2026 Crimes Against Children Conference

2026 & 2027 San Diego International Conference on Child and Family Maltreatment

2025 International Conference on Stillbirths, SIDS, SUID/SUDI & SUDC

3. Office Supplies

Total office supply costs funded by this grant:

\$0.00

Please indicate which CAMI Services Area(s) these costs will address. Refer to the RFA for definitions of each service area:

☐ Assessment Services ☐ Advocacy Services ☐ Treatment Services ☐ Other

General office supplies, postage, printing/copying, and rental equipment should all be included here. Please describe how these costs will benefit the program:

The Clackamas County MDT made the decision to individually absorb all the costs for office supplies needed for the MDT. Each partner felt other program areas were more important to focus on for this funding cycle.

4. Agency Rent

Total agency rent costs funded by this grant:

\$0.00

Please indicate which CAMI Services Area(s) these costs will address. Refer to the RFA for definitions of each service area:

☐ Assessment Services ☐ Advocacy Services ☐ Treatment Services ☐ Other

Please describe how these costs will benefit the program:

All meeting spaces provided for MDT meetings are offered at no cost to MDT partners.

5. Agency Utilities

Total agency utilities costs funded by this grant:

\$0.00

Please indicate which CAMI Services Area(s) these costs will address. Refer to the RFA for definitions of each service area:

☐ Assessment Services ☐ Advocacy Services ☐ Treatment Services ☐ Other

Please describe how these costs will benefit the program:

All MDT partners have agreed to cover their own utility costs.

6. Emergency Assistance

Total emergency assistance costs funded by this grant:

\$0.00

Please indicate which CAMI Services Area(s) these costs will address. Refer to the RFA for definitions of each service area:

☐ Assessment Services ☐ Advocacy Services ☐ Treatment Services ☐ Other

Describe the specific types of emergency assistance to be provided, explain how the cost estimate was determined, and how these costs will benefit the program:

7. Capital Outlay

Total capital outlay costs funded by this grant:

\$0.00

Please indicate which CAMI Services Area(s) these costs will address. Refer to the RFA for definitions of each service area:

☐ Assessment Services ☐ Advocacy Services ☐ Treatment Services ☐ Other

List each non-expendable item to be purchased, the cost for each item, and the pro-rated portion allocated to this project, unless the item is being purchased exclusively for this project, and how the cost will benefit the program. Capital purchases are those that have a purchase price equal to or greater than your agency's capitalization limit and a useful life of more than one year.

9. 5% Administrative

Total administrative costs funded by this grant:

\$0.00

Please indicate which CAMI Services Area(s) these costs will address. Refer to the RFA for definitions of each service area:

☐ Assessment Services ☐ Advocacy Services ☐ Treatment Services ☐ Other

Please describe how these costs will benefit the program:

The Clackamas County MDT and partner agencies have agreed no one agency will receive funding for administrative oversight during this funding cycle. Team members felt it was important to use the funds to support the growth and development of the MDT as a whole. The DA's Office will continue to act as the administrative agent offering the service as an in-kind donation to the MDT.

10a. Other:

Total other costs funded by this grant:

\$0.00

Please indicate which CAMI Services Area(s) these costs will address. Refer to the RFA for definitions of each service area:

☐ Assessment Services ☐ Advocacy Services ☐ Treatment Services ☐ Other

Description of cost, how the cost will benefit the program, and computation of cost:

10b. Other:

Total other costs funded by this grant:

\$0.00

Please indicate which CAMI Services Area(s) these costs will address. Refer to the RFA for definitions of each service area:

☐ Assessment Services ☐ Advocacy Services ☐ Treatment Services ☐ Other

Please describe how these costs will benefit the program:

10c. Other:

Total other costs funded by this grant:

\$0.00

Please indicate which CAMI Services Area(s) these costs will address. Refer to the RFA for definitions of each service area:

☐ Assessment Services ☐ Advocacy Services ☐ Treatment Services ☐ Other

Please describe how these costs will benefit the program:

K. Budget Summary

Instructions:

- This page shows an overall summary of your proposed budget.
- The information below is being populated from Forms H, I, and J.. Please go to those forms to make changes as needed.
- Click **SAVE** to calculate the totals on this page.

1. **Total Grant Funds Requested:**
\$1,146,209.00

2. **Allowable Administrative Funds:**
\$57,310.45

3. **Grant Funds**

Personnel	Total
Salary	\$140,000.00
Personnel Expenses	\$0.00
Total Personnel	\$140,000.00
Services & Supplies	Total
Contracts	\$976,000.00
Travel	\$0.00
Training	\$30,209.00
Office Supplies	\$0.00
Agency Rent	\$0.00
Agency Utilities	\$0.00
Emergency Assistance	\$0.00
Capital Outlay	\$0.00
Indirect/De Minimis	\$0.00
Administrative	\$0.00
Other:	\$0.00
Other:	\$0.00
Other:	\$0.00
Total Services & Supplies Costs	\$1,006,209.00
Total Funds	\$1,146,209.00

Attachments

Instructions:

- Please enter a brief description of the attachment.
- To attach an electronic file, press "BROWSE", choose the desired file and select "SAVE".
- For each additional attachment, first choose "ADD" and then complete the steps listed above.

Description	Civil Rights Training Certification
File name	Civil Rights Training Certification.pdf
Comments	

Attachments

Instructions:

- Please enter a brief description of the attachment.
- To attach an electronic file, press "BROWSE", choose the desired file and select "SAVE".
- For each additional attachment, first choose "ADD" and then complete the steps listed above.

Description	<i>Whistle Blower Certification</i>
File name	<i>Whistle Blower Certification.pdf</i>
Comments	

Fund Coordinator/Grantee Notes

Date & Subject:
Comments:

Modification Requests

Instructions:

- All required fields are marked with an *.
- Use the **Save** button to save text and calculate data on each page.
- Hit **Save** before you proceed to another page.
- Save at least every 30 minutes to avoid losing data.

Modifications requested:

09-15-25 MODIFICATIONS REQUESTED

Here is your 2025-27 allocation amount and the forms/sections in the application where modifications need to be made:

CAMI MDT 2025-27 Allocation Amount:

- Your CAMI MDT 2025-27 Allocation is \$1,343,499

This is the total amount of funds you will receive during the 2025-27 grant period.

- Your Carryover in Addition is \$18,230.80

This is the amount of 2023-25 money you received during 2023-25 but did not expend, and therefore you still have. You must include this amount in your budget and report on how you spend it in 2025-27. This amount will not increase your payments because you already received the funds, but it will not reduce your payments. It increases the total amount of your budget.

- Your total CAMI MDT 2025-27 application budget should equal \$1,361,729.80

This is the amount of your 2025-27 allocation plus any 2023-25 carryover.

Modifications Needed:

- Total Budget – please edit your budget to make sure the total equals \$1,361,729.80.

- H. Personnel – for the Healthy Boundaries & Behaviors Outreach Coordinator, please include a salary calculation in the narrative under #4.

- J. Services and Supplies, #2 Training – thank you for the list of out-of-state training MDT members plan to attend. Would you please also provide calculations for how the training costs were determined? For example, were the estimates based on the actual expenses from prior years?



DEPARTMENT OF JUSTICE
CRIME VICTIM AND SURVIVOR SERVICES DIVISION

MEMORANDUM

DATE: July 1, 2025

TO: 2025-2027 Child Abuse Multidisciplinary Intervention Grant Recipients

FROM: Robin Reimer and Kevin Dowling, Fund Coordinators

Attached is your agency's 2025-2027 Child Abuse Multidisciplinary Intervention Grant Agreement. Please download the entire document and have your authorized official sign the following page:

- The final page of the Grant Agreement.

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

Once the signed Grant Agreement has been uploaded in E-Grants, a copy of the Grant Agreement signed by both your authorized official and CVSSD Director Shannon Sivell will be uploaded into E-Grants and the status of your application will be changed to "Grant Awarded." You will find the uploaded copy of your grant agreement under the "Grant Agreement Upload" form on the Forms Menu of your application.

If you have any questions regarding this Agreement, please contact Robin Reimer at 503-507-4990 or Robin.E.Reimer@doj.oregon.gov or Kevin Dowling at 971-701-1176 or Kevin.Dowling@doj.oregon.gov.



DEPARTMENT OF JUSTICE
Crime Victim and Survivor Services Division

**2025-2027 STATE CHILD ABUSE MULTIDISCIPLINARY
INTERVENTION (CAMI)
GRANT AWARD COVER SHEET**

1. Applicant Agency's Name and Address: Clackamas County, acting by and through its District Attorney's Office 2051 Kaen Rd Oregon City, OR 97045 Contact Name: Amy Hatton Telephone: (503) 655-7725 E-mail: amyhatton@childrenscenter.cc	2. Special Conditions: This grant project is approved subject to such conditions or limitations as set forth the attached Grant Agreement. 3. Statutory Authority for Grant: ORS 418.746
4. Award Number: CAMI-MDT-2025-ClackamasCo.DAVAP-00044	5. Award Date: July 1, 2025
6. Subrecipient Tax Identification Number: 93-6002286	7. Project Period: July 1, 2025 – June 30, 2027
8. Type of Party Receiving Funds: ☒ Subrecipient ☐ Contractor	9. Grant: Allocation Amount (Grant): \$1,343,499.00 Carryover in Addition: \$18,230.80 Budget: \$1,361,729.80
10. Progress Report Due Dates: October 31, 2025 January 31, 2026 April 30, 2026 July 20, 2026 October 31, 2026 January 31, 2027 April 30, 2027 July 20, 2027	11. Financial Reports Due Dates: October 31, 2025 January 31, 2026 April 30, 2026 July 20, 2026 October 31, 2026 January 31, 2027 April 30, 2027 July 20, 2027
This award is contingent upon the Subrecipient agreeing to the terms of award for the grant entitled "2025-2027 State Child Abuse Multidisciplinary Intervention (CAMI MDT) Grant Request for Applications for Awards". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.	

**OREGON DEPARTMENT OF JUSTICE
CHILD ABUSE MULTIDISCIPLINARY INTERVENTION ACCOUNT
INTERGOVERNMENTAL GRANT AGREEMENT
CAMI-MDT-2025-ClackamasCo.DAVAP-00044**

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

AND: Clackamas County, acting by and through its District Attorney's Office (Subrecipient)
2051 Kaen Rd
Oregon City, OR 97045

PROJECT START DATE: July 1, 2025

GRANT AWARD PROVISIONS

**SECTION 1
LEGAL BASIS OF AWARD**

Section 1.01. Legal Basis of Award. Pursuant to ORS 418.746, DOJ CVSSD is authorized to enter into a grant agreement and to make an award, from funds received under the Child Abuse Multidisciplinary Intervention (CAMI) Account, to Subrecipient for the purposes set forth herein.

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

Section 1.03. Effective Date. When all parties have duly executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective, and have a Project start date of July 1, 2025.

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

- (a) This Agreement.
- (b) The most current version of the CAMI Handbook available at <https://www.doj.state.or.us/crime-victims/grant-funds-programs/child-abuse-multidisciplinary-intervention-cami-fund/>.
- (c) 2025-2027 Child Abuse Multidisciplinary Intervention (CAMI MDT) Grant Funds Request for Applications for Awards (“CAMI MDT RFA”).
- (d) Subrecipient’s CAMI MDT Application (“Project”).

**SECTION 2
GRANT AWARD**

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, DOJ CVSSD shall provide Subrecipient with the maximum not-to-exceed amount of **\$1,343,499.00** (the “Grant”) from the Child Abuse Multidisciplinary Intervention Account, and the Oregon General Fund to financially support and assist Subrecipient’s implementation of the Subrecipient’s CAMI MDT Application referred to as the “Project”.

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

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

(a) Additionally, Subrecipient may retain and expend in accordance with this Agreement, up to **\$18,230.80** of funds previously provided to Subrecipient in prior grant periods, which funds remained unexpended by Subrecipient on the date of this Agreement.

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

- (a) DOJ CVSSD has received sufficient state funds under CAMI to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (b) DOJ CVSSD has received sufficient funding appropriations, limitations, allotments, or other expenditure authorizations to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Subrecipient acknowledges Subcontractor Insurance Requirements contained in Section 7.07 of this agreement;
- (d) If Subrecipient expends \$1,000,000 or more in federal funds from all sources Subrecipient has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F;
- (e) Subrecipient is current in all reporting requirements of all active or prior grants administered by DOJ CVSSD;
- (f) No default as described in Section 6.04 has occurred; and
- (g) Subrecipient's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

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

Reserved

Section 2.06. Grant Availability Termination. The availability of Grant funds under this Agreement and DOJ CVSSD's obligation to disburse Grant funds pursuant to Section 2.03 shall end on **June 30, 2027** (the "Availability Termination Date"). DOJ CVSSD will not disburse any Grant funds after the June 30, 2027, Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when DOJ CVSSD accepts Subrecipient's completed reports, as described in Section 5.05, or on **June 30, 2027**, whichever date occurs first, exclusive of financial and narrative reports which are due no later than 30 days after the Availability Termination Date. Agreement termination shall not extinguish or prejudice DOJ CVSSD's right to enforce this Agreement with respect to any default by Subrecipient that has not been cured.

SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Subrecipient's use of the Grant funds is limited to those expenditures necessary to implement the Project. All Grant funds must be for expenses that are eligible under applicable federal and State of Oregon law, and as described in the most recent version of the [CAMI Handbook](#). Subrecipient's expenditure of Grant funds must be in accordance with the Project Budget set forth in the Subrecipient's Project Application.

Section 3.02. Ineligible Uses of Grant Funds. Notwithstanding Section 3.01, Subrecipient shall not use the Grant funds for (i) indirect costs defined in 2 CFR 200.1 in excess of a federally-approved Negotiated Indirect Cost Rate, or in excess of fifteen percent (15%) if Subrecipient does not have a federally approved Negotiated Indirect Cost Rate, (ii) unallowable costs as described in the CAMI MDT RFA, (iii) to provide services other than those described in Section 5.11(a) of this agreement, (iv) for any purpose prohibited by any provision of this Agreement, or (v) to retire any debt or to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement. A detailed list of allowable and unallowable costs can be found in the [CAMI Handbook](#) and the CAMI MDT RFA.

Section 3.03. Misexpended and Unexpended Grant Funds. Any federal or state Grant funds disbursed to Subrecipient, or any interest earned by Subrecipient on the federal or state Grant funds, that is not expended by Subrecipient (i) in accordance with this Agreement (“Misexpended Funds”) or (ii) by the earlier of the appropriate Availability Termination Date or the date this Agreement is terminated (“Unexpended Funds”) shall be returned to DOJ CVSSD. Notwithstanding the preceding sentence to the contrary, at DOJ CVSSD’s discretion and with DOJ CVSSD’s prior approval, Subrecipient may request an Amendment to this Agreement to extend the Availability Termination Date.

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

SECTION 4

SUBRECIPIENT’S REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants to DOJ CVSSD that:

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

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

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

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

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

SECTION 5 SUBRECIPIENT'S AGREEMENTS

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

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

Section 5.03. Civil Rights and Victim Services.

- (a) Subrecipient shall collect and maintain statutorily required civil rights statistics on victim services as indicated in the CVSSD Progress Report.
- (b) Subrecipient shall comply with the following Oregon Department of Justice, Crime Victim and Survivor Services Division ("CVSSD") policies for addressing discrimination complaints,
 - (i) *Procedures for Responding to Discrimination Complaints from Employees of the Oregon Department of Justice, Crime Victim and Survivor Services Division's Subrecipients under U.S. Department of Justice Grant Programs*, available under Policies on DOJ CVSSD's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>; and
 - (ii) *Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victim and Survivor Services Division and the Oregon Department of Justice, Crime Victim and Survivor Services Division Subrecipients* available under Policies on DOJ CVSSD's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.
- (c) Subrecipient shall complete and certify completion of civil rights training as described under Training on DOJ CVSSD's Civil Rights Requirements web page available at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>. Subrecipient shall conduct periodic training for Subrecipient employees on the procedures set forth in the policies referenced in subsection (b) of this Section.
- (d) Subrecipient shall prominently display at locations open to the public and shall include on publications, websites, posters and informational materials a notification that Subrecipient is prohibited from discriminating on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, age or disability and the procedures

for filing a complaint of discrimination as described in the “Civil Rights Fact Sheet” developed by DOJ CVSSD and available under Notification Regarding Program Availability on DOJ CVSSD’s Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.

Section 5.04. Training Requirements.

- (a) Subrecipient shall ensure Child Abuse Multidisciplinary Team members meet training requirements detailed in “Grantee Training Requirements”, found on the DOJ CVSSD website at [Grant Guidance Documents - Oregon Department of Justice](#).
- (b) Subrecipient shall attend all appropriate DOJ CVSSD-sponsored training and fund-specific meetings unless specific written permission excusing attendance has been obtained from DOJ CVSSD.

Section 5.05. Reporting Requirements.

- (a) Subrecipient shall submit the following reports as described in the CAMI MDT RFA:
 - (i) Quarterly Financial Reports. Subrecipient shall provide DOJ CVSSD with quarterly financial reports no later than 30 days after the end of the calendar quarters ending September 30, December 31, and March 31, and no later than July 20 for the calendar quarter ending June 30.
 - (ii) Quarterly Progress Reports. Subrecipient shall prepare and submit to DOJ CVSSD quarterly reports as described in the CAMI MDT RFA. Reports shall be submitted according to the reporting schedule no later than 30 days after the end of the calendar quarters ending September 30, December 31, and March 31, and no later than July 20 for the calendar quarter ending June 30.

Section 5.06. Procurement Standards. Subrecipient shall follow the same policies and procedures it uses for procurement from any other state or federal funds. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement procedures and regulations conform to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.327.

Section 5.07. Nondisclosure of Confidential or Private Information. In order to ensure the safety of adult, youth, and child victims of abuse and their families, Subrecipient shall protect the confidentiality and privacy of persons receiving services.

- (a) The term “personally identifying information”, “individual information”, or “personal information” means individually identifying information for or about an individual victim of domestic violence, dating violence, sexual assault, or stalking, including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.
- (b) Subrecipient may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.
- (c) Subrecipient shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Subrecipient’s programs, regardless of whether the information has been encoded, encrypted, hashed or otherwise protected. This applies to:
 - (i) Information requested for a Federal, State, tribal, or territorial grant program; and
 - (ii) Disclosure from the Subrecipient’s organization, agency, or government, including victim and non-victim services divisions or components and leadership of the organization, agency or government; and

- (iii) Disclosure from victim services divisions or components of an organization, agency, or government to the leadership of the organization, agency, or government (e.g., executive director or chief executive). Such executive shall have access without releases only in extraordinary and rare circumstances. Such circumstances do not include routine monitoring and supervision.
- (d) Personally identifying information or individual information collected in connection with services requested, utilized, or denied through Subrecipient's programs may be released only if:
 - (i) The victim signs a release as provided below;
 - (ii) Release is compelled by statutory mandate, which includes mandatory child abuse reporting laws; or
 - (iii) Release is compelled by court mandate, which includes a legal mandate created by case law, such as a common-law duty to warn.
- (e) Victim releases must meet the following criteria:
 - (i) Releases must be informed, written, and limited to a reasonable duration. The reasonableness of duration is dependent on the situation. Subrecipient may not use a blanket release and must specify the scope and limited circumstances of any disclosure. Subrecipient must discuss with the victim, and the written release must explain, why the information might be shared, who would have access to the information, and what information could be shared under the release.
 - (ii) Subrecipient may not require consent to release of information as a condition of service.
 - (iii) Releases must be signed by the victim unless the victim is a minor who lacks the capacity to consent to release or is a legally incapacitated person who has a court-appointed guardian. Except as provided in paragraph (e)(iv) of this section, in the case of an unemancipated minor, the release must be signed by the minor and a parent or guardian. A legally-appointed guardian must sign for an incapacitated person. Consent may not be given by the abuser of the minor or incapacitated person or the abuser of the other parent of the minor. If a minor is incapable of knowingly consenting, the parent or guardian may provide consent. If a parent or guardian consents for a minor, the subrecipient or subgrantee should attempt to notify the minor as appropriate.
 - (iv) If the minor or person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may consent to release information without additional consent.
- (f) If release of information described in the previous paragraph is compelled by statutory or court mandate, Subrecipient shall make reasonable attempts to provide notice to victims affected by the disclosure of information. Subrecipient shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.
- (g) Fatality reviews. Subrecipient may share the personally identifying information or individual information of deceased victims that is requested for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:
 - (i) The underlying objectives of the fatality review are to prevent future deaths, enhance victim safety, and increase offender accountability;
 - (ii) The fatality review includes policies and protocols to protect identifying information, including identifying information about the victim's children, from further release outside the fatality review team;
 - (iii) The information released is limited to that which is necessary for the purposes of the fatality review.
- (h) Breach of Personally Identifying Information. Subrecipient is responsible for taking reasonable efforts to prevent

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

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

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

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

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

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

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

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

- (a) Maintenance and Retention of Records. Subrecipient must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Subrecipient's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees DOJ CVSSD and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. It is the

responsibility of the Subrecipient to obtain a copy of the DOJ Grants Financial Guide from the OCFO available at <https://ojp.gov/financialguide/DOJ/index.htm> and apprise itself of all rules and regulations set forth.

- (b) **Access to Records.** DOJ CVSSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Subrecipient and any contractors or subcontractors of Subrecipient, which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- (c) **Audits.** Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Subrecipient expends \$1,000,000 or more in federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, subpart F. Copies (electronic or URL address) of all audits must be submitted to CVSSD within 30 days of completion. If Subrecipient expends less than \$1,000,000 in its fiscal year, Subrecipient is exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in subsection 5.09(b) above.
- (d) **Audit Costs.** Audit costs for audits not required in accordance with 2 CFR Part 200, subpart F are unallowable. If Subrecipient did not expend \$1,000,000 or more in federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to this Grant.

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

- (a) **Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.** (prohibiting discrimination in programs or activities on the basis of race, color, and national origin) and the **Omnibus Crime Control and Safe Streets Act of 1968**, as amended, 34 U.S.C. §10228(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services).
 - (i) These laws prohibit discrimination on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services.
 - (ii) In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability against the Subrecipient, the Subrecipient shall forward a copy of the finding to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 999 North Capitol Street N.E., Washington D.C. 20531.
- (b) **Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et. Seq.** (prohibiting discrimination in employment practices or in programs and activities on the basis of disability).
- (c) **Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131** and ORS 659.425 (prohibiting discrimination in services, programs, and activities on the basis of disability), the **Age Discrimination Act of 1975, 42 U.S.C. § 6101-07** (prohibiting discrimination in programs and activities on the basis of age); and **Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et. seq.** (prohibiting discrimination in educational programs or activities on the basis of gender); as well as all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws prohibit discrimination on the basis of race, color, religion, national origin and sex in the delivery of services. In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability, against the Subrecipient, the Subrecipient shall forward a copy of the finding to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street N.E., Salem, Oregon 97301-4096.

- (d) The **Federal Funding Accountability and Transparency Act (FFATA) of 2006**, which provisions include, but may not be limited to, a requirement for Subrecipient to have a Unique Entity Identifier (UEI) number.
- (e) **Services to Limited English-Proficient Persons (LEP)** which includes national origin discrimination on the basis of limited English proficiency. Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its proposals and budgets and in conducting its programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice (“USDOJ”) has issued guidance for subrecipients to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
- (f) **Partnerships with Faith-Based and Other Neighborhood Organizations**, codified at 28 C.F.R. Part 38, and Executive Order 13279, regarding Equal Protection of the Laws for Faith-Based and Community Organizations (ensuring equal treatment for faith-based organizations and non-discrimination of beneficiaries on the basis of religious belief) ensures that no organization will be discriminated against in a USDOJ funded program on the basis of religion and that services are available to all regardless of religion. Executive Order 13279 ensures a level playing field for the participation of faith-based organizations as well as other community organizations.
- (g) All regulations and administrative rules established pursuant to the foregoing laws, and other regulations as provided at [Civil Rights Office | Home | Office of Justice Programs \(ojp.gov\)](http://CivilRightsOffice|Home|OfficeofJusticePrograms(ojp.gov)).
- (h) The **Uniform Administrative Requirements, Cost Principles, and Audit Requirements** in 2 CFR Part 200, as adopted and supplemented by the United States Department of Justice in 2 CFR Part 2800.
- (i) Further, Subrecipient shall not retaliate against any individual for taking action or participating in action to secure rights protected by these laws and agrees to report any complaints, lawsuits, or findings from a federal or state court or a federal or state administrative agency to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 999 North Capitol Street N.E., Washington D.C. 20531. Complaints with the Office for Civil Rights can be filed through their website at [Civil Rights Office | Filing a Civil Rights Complaint | Office of Justice Programs \(ojp.gov\)](http://CivilRightsOffice|FilingaCivilRightsComplaint|OfficeofJusticePrograms(ojp.gov)) or by sending the complaint verification form and Identity Release Statement to AskOCR@usdoj.gov or the address listed in the preceding sentence.

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

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

SECTION 6

TERMINATION AND DEFAULT

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

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

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

Section 6.04. Default. Either party (as applicable) shall be in default under this Agreement upon the occurrence of any of the following events:

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

Section 6.05. Remedies.

- (a) DOJ CVSSD Remedies Upon Default. In the event Subrecipient is in default under Section 6.04, DOJ CVSSD may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity,

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

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

SECTION 7 MISCELLANEOUS

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

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

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

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

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

Section 7.05. Subcontracts, Successors and Assignments.

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

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

Section 7.07. Contribution and Indemnification.

- (a) Generally. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- (b) Third Party Claim; Subrecipient's Joint Liability. With respect to a Third Party Claim for which the DOJ CVSSD is jointly liable with the Subrecipient (or would be if joined in the Third Party Claim), the DOJ CVSSD shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Subrecipient in such proportion as is appropriate to reflect the relative fault of the DOJ CVSSD on the one hand and of the Subrecipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the DOJ CVSSD on the one hand and of the Subrecipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The DOJ CVSSD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the DOJ CVSSD had sole liability in the proceeding.
- (c) Third Party Claim; Subrecipient's Joint Liability. With respect to a Third Party Claim for which the Subrecipient is jointly liable with the DOJ CVSSD (or would be if joined in the Third Party Claim), the Subrecipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the DOJ CVSSD in such proportion as is appropriate to reflect the relative fault of the Subrecipient on the one hand and of the DOJ CVSSD on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Subrecipient on the one hand and of the DOJ CVSSD on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge,

access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- (d) **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- (e) **Indemnification by Subcontractors.** Subrecipient shall take all reasonable steps to cause each of its contractors that are not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the gross negligence or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- (f) **Subcontractor Insurance Requirements.** Subrecipient shall require each of its first tier contractors that is not a unit of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Exhibit A, attached hereto and incorporated by reference herein, before the contractor performs under the contract between Subrecipient and the contractor (the "Subcontract"), and ii) maintain such insurance in full force throughout the duration of the Subcontract. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon and that is acceptable to DOJ CVSSD. Subrecipient shall not authorize contractor to begin work under the Subcontract until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in each Subcontract permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing a stop work order (or the equivalent) until the insurance is in full force or terminating the Subcontract as permitted by the Subcontract, or pursuing legal action to enforce the insurance requirements. In no event shall Subrecipient permit a contractor to work under a Subcontract when the Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Subrecipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.08. Reserved.

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

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

Section 7.11. Survival. The following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Funds; Section 5.09, Maintenance, Retention and Access to Records; Audits; and Section 7 MISCELLANEOUS. Otherwise, all rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or

obligations accrued to the Parties prior to termination.

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

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

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

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

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

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



STATE OF OREGON

Acting by and through its Department of Justice

By: _____

Name: Shannon L. Sivell

Title: Director, Crime Victim and Survivor Services Division

Date: _____

AUTHORIZED AGENT FOR SUBRECIPIENT

By: _____

Name: _____

Title: _____

Date: _____

APPROVED FOR LEGAL SUFFICIENCY

By: Shannon L. Sivell

Title: Director, Crime Victim and Survivor Services Division

Date: approved via email on 10/24/2025

Exhibit A: SUBCONTRACTOR INSURANCE REQUIREMENTS

Subcontractor shall obtain at Subcontractor's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DOJ CVSSD.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Subcontractor shall provide workers' compensation insurance coverage for subject workers as required by federal, state, or Tribal law, as applicable. Subcontractor must require and ensure that each of its subcontractors 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). Subcontractor shall require and ensure that each of its subcontractors complies with these requirements. If Subrecipient is a subject employer, as defined in ORS 656.023, Subrecipient shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

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

As applicable, Subcontractor 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:

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

AUTOMOBILE LIABILITY INSURANCE:

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

PROFESSIONAL LIABILITY:

Subcontractor shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Subcontractor and Subcontractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$1,000,000 annual aggregate limit.

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

EXCESS/UMBRELLA INSURANCE:

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

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

ADDITIONAL INSURED:

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

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

WAIVER OF SUBROGATION:

Subcontractor shall waive rights of subrogation which Subcontractor or any insurer of Subcontractor may acquire against the DOJ CVSSD or State of Oregon by virtue of the payment of any loss. Subcontractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not DOJ CVSSD has received a Waiver of Subrogation endorsement from the Subcontractor or the Subcontractor’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 Subcontractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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