

2025-2027 Grant Solicitation: Treatment Court Grant Program

Application Due Date: March 20, 2025

Purpose:

The purpose of the Treatment Court Grant Program (TCGP) is to provide supplemental funding to support the operations of Oregon's treatment courts, and their adherence to the Oregon Specialty Court Standards. Treatment courts operate under a model that provides an alternative to incarceration through court-directed supervision and mandated treatment for individuals with substance use or mental health issues underlying their involvement in criminal behavior.

Eligible Applicants:

Eligible applicants include counties with existing Oregon circuit court treatment courts serving adults, juveniles, or families. Additionally, applicant programs must use Oregon's Specialty Court Management System (SCMS) and must include a treatment provider that accepts the Oregon Health Plan.

Program Goals and Priorities:

The goals of the TCGP include:

- Increasing individuals' likelihood of successful rehabilitation through early, continuous, and judicially supervised treatment, mandatory random drug testing, and community supervision;
- Reducing substance use and recidivism among specialty court participants; and
- Embedding equity throughout specialty court processes.

Funding is prioritized to support courts that adhere to consistent practices as described in the [Oregon Specialty Court Standards](#). The following data acquired by the Oregon Judicial Department (OJD) will be reviewed in conjunction with an applicant's submitted materials:

- Specialty Court Operating Profile (SCOP)
- Data listed in the TCGP 2025-27 Outcome Evaluation Data Elements

Availability and Duration of Funding:

This is a competitive, one-time solicitation offering financial support for the grant period beginning July 1, 2025 and ending August 30, 2027.

Available funding will be determined at the conclusion of the 2025 Regular Session of the Oregon State Legislature.

Grant requests should not exceed a 5% increase from the amount awarded in the 2023-25 TCGP grant cycle, excluding any funds allocated to OJD for personnel. Excessive requests could negatively impact award decisions.

Requests for OJD personnel and expenses for alumni resources or activities will not be funded.

Requests for attendance to the RISE Conference may be capped.

2025-2027 Grant Solicitation: Treatment Court Grant Program

Application Timeline:

February 3, 2025	Grant solicitation released
March 20, 2025	Preliminary Application due
May 2025	Grant Review Committee evaluates adherence to standards
Late May 2025	Feedback provided to applicants; Final Application opened
July 1, 2025	Final Application due
July 2025	Grant Review Committee develops funding recommendations
August 2025	Commission makes final award decisions

Application Requirements:

1. Applicants must review the [CJC Grant Administration Guide](#) for specific policies and procedures related to allowable uses of grant funds, review processes, and compliance regulations.
2. Applications must be submitted by the Local Public Safety Coordinating Council (LPSCC) with the approval of the county governing body. LPSCCs with multiple treatment courts must submit separate applications for each.
3. Applicants must complete both the Preliminary Application and Final Application on the due dates provided, along with the corresponding materials listed below.

Preliminary Applications must include the following:

- a. Responses to all application questions (a list of questions is attached to this document);
- b. A letter of support from the LPSCC;
- c. A letter of support from the Presiding Judge;
- d. A copy of the treatment court's Policy & Procedure Manual;
- e. A copy of the treatment court's Participant Handbook;
- f. A copy of the treatment court's eligibility criteria for participants (if not included in other required documentation); and
- g. A copy of the treatment court's Memorandum(s) of Understanding (MOU) in use with participating partners.

Final Applications must include the following:

- a. Any responses requested by the Grant Review Committee; and
 - b. A budget projection sheet with all tabs completed (spreadsheet available upon request). Requested funding should be focused on adherence to standards and any specific feedback provided by the Grant Review Committee.
4. Successful applicants will be required to execute a grant agreement substantially in the form of the sample attached to this document.

How to Apply:

Applications must be submitted online through CJC's grant management system:

<https://cjc-grants.smapply.io>.

Preliminary Application

CJC's Comments Regarding Application Questions:

1. The broad principles of the [Oregon Specialty Court Standards](#) are defined through appropriate practices which provide guidance on how to operationalize these Standards. These narrative application questions focus on concepts within [Best Practices in Treatment Court Evaluation](#), including how each court operationalizes the Standards to ensure best practices. Thus, responses should demonstrate how program operations meet best practices and/or make efforts to increase fidelity.
2. It is strongly recommended that applicants first read through all application questions and closely review the list of required documentation listed in the [Grant Solicitation](#).
3. Regardless of the type of court, applicants must answer all questions and should read questions as they apply to their specific treatment court program.
4. Most, if not all, of these questions are best answered by the entirety of the Treatment Court team.

Application Questions:

1. While we recognize the treatment court operations across Oregon may look similar, individual programs are unique. With that in mind, reflect on the strengths, weaknesses, and challenges your individual court faces as identified by the treatment court team. Please include the following (*250-word limit*):
 - a. Describe at least two specific strengths of your program.
 - b. Describe at least two barriers to implementation of best practices your court encounters and steps taken to mitigate the effect of these barriers.
 - c. Describe steps planned to mitigate or remove at least one barrier to implementation of best practices in the coming biennium.
2. Explain why someone would be excluded from your court, other than due to risk or need level (*200-word limit*).
3. Please explain how your program ensures participants receive proper dosage of treatment and other services (e.g., community supervision, skill building, cognitive restructuring, etc.) to align with best practices for your program's identified target population (*200-word limit*).

4. If your program serves all risk levels, please describe how populations are kept separate and are served accordingly. If you are a Family Treatment Court and this is not applicable to your program, please respond with "N/A" (200-word limit).

5. Explain the formal system of response options to participant behavior regarding incentives, sanctions, and service adjustments. Please include the following (250-word limit):
 - a. Is there a documented behavior response system, including incentives, sanctions, and service adjustments available to participants?
 - b. Please explain how behavior responses are identified and who makes the final decision.
 - c. Please explain how behavior responses consider individual circumstances and integrated case plans.

6. Please explain how your program utilizes jail as part of your program operations. If using jail as a sanction, please explain the average length of stay and how it is determined by the team (200-word limit).

7. Explain the role of the treatment court judge in maintaining ongoing interaction with the court and participants. Please include the following (250-word limit):
 - a. How does the team collaborate in pre-court staffing to prepare the judge to deliver an appropriate behavior response and have a meaningful exchange with the participant?
 - b. What is the average length of time the judge spends with each participant? How is that monitored?
 - c. What are the steps or practices undertaken by the judge to increase commitment to treatment and other program requirements among participants?

8. Did your program incorporate the Grant Review Committee feedback that was provided in the feedback letter issued to your court in May of 2023? NOTE: For courts that have not previously received CJC funding or courts that received implementation funding in 2023, the answer will be 'no'.
 - a. If yes: Identify one or more programmatic improvements that have resulted from the GRC feedback process and scorecard (200-word limit).

9. How does your treatment court program plan to utilize and maximize community partnerships and resources to promote program sustainability *(200-word limit)*?

10. Cultural responsiveness is the capacity to respond to the issues of diverse communities. Culturally responsive services assure competent language access and incorporate diverse cultural approaches, strengths, and perspectives that make services and programs more welcoming, accessible, and effective for all. With that in mind, please explain how your treatment court program ensures these populations have equitable access and support to be successful *(250-word limit)*.

Uploads:

A letter of support from the LPSCC;

A letter of support from the Presiding Judge;

A copy of the treatment court's Policy & Procedure Manual;

A copy of the treatment court's Participant Handbook;

A copy of the treatment court's eligibility criteria for participants (if not included in other required documentation);

A copy of the treatment court's Memorandum(s) of Understanding (MOU) in use with participating partners

Final Application

Edits to Preliminary Application:

Would you like to edit any of the following information that you provided in the Preliminary Application? Note: you may need to update this information because plans changed, the Grant Review Committee recommended a change, or updated materials are available. Be sure to include a reason for the change in your response.

- Questions 1-9 regarding standards (please indicate the specific question number you are addressing, 700-word limit).
- Question 10 regarding equitable access and support for marginalized, underserved, or other vulnerable populations (200-word limit).

You will also have the opportunity to update any uploaded documentation.

Uploads:

Budget Projection Sheet (see example below)

IF APPLICABLE: Updated letter of support from the LPSCC;

IF APPLICABLE: Updated letter of support from the Presiding Judge;

IF APPLICABLE: Updated copy of the treatment court's Policy & Procedure;

IF APPLICABLE: Updated copy of the treatment court's Participant Handbook;

IF APPLICABLE: Updated copy of the treatment court's eligibility criteria for participants (if not included in other required documentation);

IF APPLICABLE: Updated copy of the treatment court's Memorandum(s) of Understanding (MOU) in use with participating partners

TCP-27-XX GRANT AGREEMENT
CRIMINAL JUSTICE COMMISSION
TREATMENT COURT GRANT PROGRAM

Agreement Number: TCP-27-XX

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission (“CJC” or “State”), and **Grantee Name** (“Recipient”) for the benefit of its **Court Name**. This Agreement becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **November 30, 2027**.

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

Exhibit A: Contact Information, Project Description and Reporting Requirements

Exhibit B: Subagreement Insurance Requirements

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

SECTION 1: KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$XXX,XXX,XXX

Completion Deadline: August 30, 2027

SECTION 2: FINANCIAL ASSISTANCE

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

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

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

SECTION 3: DISBURSEMENT

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

- (1) \$XXX,XXX by September 30, 2025;
- (2) \$XXX,XXX by March 31, 2026;

- (3) \$XXX,XXX by September 30, 2026; and
- (4) \$XXX,XXX by March 31, 2027.

B. Conditions to Disbursements.

- (1) CJC has no obligation to disburse Grant funds unless:
 - i. CJC has sufficient funds currently available for this Agreement;
 - ii. CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default; and
 - iii. Recipient is in compliance with the terms of this Agreement.
- (2) CJC may amend this Agreement to remove the final disbursement of Grant funds in subsection A of this section if Recipient has not expended at least 60 percent of the Grant Amount by December 31, 2026. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds under this subsection will not constitute an Event of Default.

SECTION 4: USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to fund Treatment Court programs (the "Project"). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning July 1, 2025, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC ("Eligible Costs"). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

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

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent

any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

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

SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. Compliance with Laws.
- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
 - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Worker's Compensation Insurance. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subcontractors and subrecipients complies with these requirements.
- D. Return of Unexpended Grant Funds. Recipient must return to CJC any Grant funds not expended by the Completion Deadline.
- E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.
- F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any

information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

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

H. Recipient Subagreements and Procurements.

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

(2) Subagreement indemnity; insurance.

Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

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

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

(3) Procurements.

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

SECTION 7: DEFAULT

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

SECTION 8: REMEDIES

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

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

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

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

SECTION 9: TERMINATION

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

- B. Termination by CJC. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:

- (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
- (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

- C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:

- (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by

Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.

- (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

SECTION 10: MISCELLANEOUS

A. Contribution.

- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Recipient relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.
- (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.
- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law,

including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

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

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

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

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

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

- E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property,

then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.

- G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an “officer”, “employee”, or “agent” of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.
- J. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- L. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.
- M. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.
- N. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- O. Public Records. CJC’s obligations under this Agreement are subject to the Oregon Public Records Laws.

The signatures of the parties follow on the next page.

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



STATE OF OREGON
acting by and through its
Criminal Justice Commission

GRANTEE NAME

By: _____
Ken Sanchagrin, Executive Director

By: _____

Date: _____

Date: _____

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated **DATE**

Nina Englander, Senior Assistant Attorney General

EXHIBIT A:
CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:

CJC

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

Grant Administrator: Adaline Padlina

Telephone: 971-307-1042

Email: adaline.l.padlina@cjc.oregon.gov

Recipient

Grantee Name

Mailing Address

City State Zip

Contact: Name

Telephone: Number

Email: Email

Project Description:

Treatment courts operate under a model that provides an alternative to incarceration through court-directed supervision and mandated treatment for individuals with substance use or mental health issues underlying their involvement in the criminal legal system.

Oregon's treatment courts strive to adhere to consistent practices as described through the Oregon Specialty Court Standards.

The goals of CJC's Treatment Court Grant Program include:

- Increasing individual's likelihood of successful rehabilitation through early, continuous, and judicially supervised treatment, mandatory random drug testing, and community supervision;
- Reducing substance use and recidivism among specialty court participants; and
- Embedding equity throughout specialty court processes.

Recipient shall use Grant funds to support the operation of the **Court Name**, its adherence to the Oregon Specialty Court Standards, and its efforts toward the goals stated above.

Project Period:

Start Date: July 1, 2025

End Date: August 30, 2027

Reporting Requirements:

Schedule

Recipient must submit to CJC quarterly progress reports beginning January 25, 2026, occurring every three months thereafter, and ending on October 1, 2027, until the earlier of 30 days after Grant funds are fully expended or 30 days after the Completion Date.

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

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

Report Contents

Progress reports must be submitted through OJD's Specialty Court Case Management System (SCMS) and CJC's grant administration system, respectively, and contain all the requested data.

1. SCMS CJC State Report (<https://scms.oregon.gov>)
 - a. All participant related tracking information in SCMS for the prior calendar quarter.

2. CJC Quarterly Report (<https://cjc-grants.smapply.io>)
 - a. Grant Funds spend during the prior calendar quarter, with brief description; and
 - b. Any quarterly information on the Project as CJC may reasonably request. Any other Project information as CJC may reasonably request.

3. CJC Semi Annual Report (<https://cjc-grants.smapply.io>)
 - a. In a narrative fashion, Recipient's progress in meeting the Project's objectives during the six-month period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.

**EXHIBIT B:
SUBAGREEMENT INSURANCE REQUIREMENTS**

Recipient shall require each of its first-tier contractors that are not units of local government as defined in ORS 190.003 (each a “Contractor”) to obtain, at the Contractor’s expense, the insurance specified in this Exhibit B before performing under this Agreement and to maintain it in full force and at the Contractor’s own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractors shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractors shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its Contractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY:

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

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

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

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

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

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

EXCESS/UMBRELLA INSURANCE:

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

ADDITIONAL INSURED:

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

WAIVER OF SUBROGATION:

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

CONTINUOUS CLAIMS MADE COVERAGE:

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

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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