



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: July 19, 2017

Department: District Attorney Agenda Planning Date: 7/13/17 Time required: 5 minutes

Audio/Visual aids

Contact: Pami Guerra Phone: 503-588-7983

Department Head Signature:
Walt Rybicki

TITLE	STOP VAWA Formula Grant Program
Issue, Description & Background	Amendment to extend current contract through December 2017.
Financial Impacts:	Expected revenue will be \$43885.01 over 6 months for this amendment.
Impacts to Department & External Agencies	MOU and grant requirement combination.
Options for Consideration:	Approve amendment or reject
Recommendation:	Approve
List of attachments:	Grant Amendment
Presenter:	Kim Larson

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: Pami Guerra pjguerra@co.marion.or.us



Contract Review Sheet

Contract #: DA-1637-17

Person Sending: Pami Guerra

Department: District Attorney

Contact Phone #: 503-588-7983

Date Sent: 6/30/2017

- Contract
 Amendment # 1
 Lease
 IGA
 MOU
 Grant (attach approved grant award transmittal form)

Title: STOP VAWA Formula Grant Program

Contractor's Name: Oregon Department of Justice

Term - Date From: Jul 1, 2017

Expires: Dec 31, 2017

Contract Total: _____ Amendment Amount: \$43,885.01 New Contract Total: \$214,930.79

Source Selection Method: _____ # _____

Additional Considerations (check all that apply)

- | | |
|---------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <input type="checkbox"/> Board Order# _____ | <input type="checkbox"/> Feasibility Determination (attach approved form) |
| <input type="checkbox"/> Incoming Funds | <input type="checkbox"/> Federal Funds (attach sub-recipient / contractor analysis) |
| <input type="checkbox"/> Independent Contractor (LECS) approval date: _____ | <input type="checkbox"/> Reinstatement (attach written justification) |
| <input type="checkbox"/> Insurance Waiver (attach) | <input type="checkbox"/> Retroactive (attach written justification) |
| <input type="checkbox"/> CIP# _____ (required for all goods /software greater than \$5,000) | |

Description of Services or Grant Award:

FOR FINANCE USE

Date Finance Received: _____ BOC Planning Date: _____ Date Legal Received: _____

Comments: _____

REQUIRED APPROVALS:

Finance - Contracts

Date

Risk Manager

Date

Legal Counsel

Date

Chief Administrative Officer

Date

Date _____

To be filed

Added to master list

Returned to _____ Department for _____ signatures

DEPARTMENT OF JUSTICE
CRIME VICTIMS' SERVICES DIVISION
STOP VIOLENCE AGAINST WOMEN
FORMULA GRANT PROGRAM
2015 COMPETITIVE
GRANT AWARD COVER SHEET
AMENDMENT #1

<p>1. Grantee Name and Address:</p> <p style="text-align: center;">Marion County, acting by and through its District Attorney's Office PO Box 14500 Salem, OR 7309-5036</p> <p style="text-align: center;">Contact Name: Ms. Kim Larson Telephone: 503-588-5253 Fax: 503-373-4348 E-mail: kalarson@co.marion.or.us</p>	<p>2. Special Conditions:</p> <p>This grant project is approved subject to such conditions or limitations as set forth the attached Grant Agreement <u>Amendment</u>.</p> <p>3. Statutory Authority for Grant:</p> <p style="text-align: center;">Violence Against Women Reauthorization Act of 2013 and ORS 147.231 (1)</p>										
<p>4. Award Number:</p> <p style="text-align: center;">VAWA-C-2015-MarionCo.DAVAP-00004</p>	<p>5. Award Date:</p> <p style="text-align: center;">July 1, 2015</p>										
<p>6. Grantee Tax Identification Number:</p> <p style="text-align: center;">93-6002307</p>	<p>7. DUNS Number:</p> <p style="text-align: center;">167258347</p>										
<p>8. Type of Party Receiving Funds:</p> <p><input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor Marion County, acting by and through its District Attorney's Office/ Prosecution</p>	<p>9. Project Period:</p> <p style="text-align: center;">July 1, 2015 - <u>December 31, 2017</u></p>										
<p>10. VAWA Category:</p> <p style="text-align: center;">5</p>	<p>11. Total Grant Award Amount / Match Amount:</p> <p style="text-align: center;">\$214,930.79/ \$71,643.60 CFDA 16-588</p>										
<p>12. Semi-Annual Narrative and Statistical Reports:</p> <p>January 31, 2016 July 20, 2016 January 31, 2017 July 20, 2017 (final) <u>January 31, 2018 (final)</u></p>	<p>13. Financial & Outcome Measures Reports Due Dates:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">October 31, 2015</td> <td style="width: 50%;">January 31, 2017</td> </tr> <tr> <td>January 31, 2016</td> <td>April 30, 2017</td> </tr> <tr> <td>April 30, 2016</td> <td>July 20, 2017 (final)</td> </tr> <tr> <td>July 20, 2016</td> <td><u>October 31, 2017</u></td> </tr> <tr> <td>October 31, 2016</td> <td><u>January 31, 2018 (final)</u></td> </tr> </table>	October 31, 2015	January 31, 2017	January 31, 2016	April 30, 2017	April 30, 2016	July 20, 2017 (final)	July 20, 2016	<u>October 31, 2017</u>	October 31, 2016	<u>January 31, 2018 (final)</u>
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April 30, 2016	July 20, 2017 (final)										
July 20, 2016	<u>October 31, 2017</u>										
October 31, 2016	<u>January 31, 2018 (final)</u>										
<p>This award is contingent upon the Grantee agreeing to the terms of award for the grant entitled "Victims of Crime Act Non-Competitive Program Grant". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.</p>											

**OREGON DEPARTMENT OF JUSTICE
STOP VAWA FORMULA GRANT PROGRAM
INTERGOVERNMENTAL GRANT AGREEMENT**

**2015 VAWA COMPETITIVE GRANT AGREEMENT
AMENDMENT #1
VAWA-C-2015-MarionCo.DAVAP-00004**

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

AND: Marion County, acting by and through its District Attorney's Office
(Grantee)
PO Box 14500
Salem, OR 97309-5036

PROJECT START DATE: July 1, 2015

RECITALS

WHEREAS, the Grantor and Grantee wish to modify the terms and conditions of the 2017 VAWA Competitive Grant Agreement VAWA-C-2015-MarionCo.DAVAP-00004 effective as of July 1, 2017 (as amended, the "Agreement").

ALL TERMS AND CONDITIONS in the original grant Agreement, Exhibits and subsequent grant agreement amendments remain unchanged and in full force with the exception of deleted language (designated by strikethrough and brackets) and new language (designated by bold and underline).

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. SECTION 2, GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a year one allocation \$83,275.50, of which includes the Sexual Assault set aside for the amount of \$0.00 (if applicable) and a year two allocation of \$87,770.28 which includes the Sexual Assault set aside for the amount of \$0.00 (if applicable) **and an additional six month allocation of \$43,885.01 which includes the Sexual Assault set aside for the amount of \$0.00 (if applicable)** for a total maximum allocation of **\$214,930.79 which includes the Sexual Assault set aside for the amount of \$0.00 (if applicable)** (the "Grant") from STOP VAWA funds to financially support and assist Grantee's implementation of the following from the Grantee's 2015-2017 VAWA Competitive Project Grant Application ("Grantee's Application"), (1) the federal STOP VAWA **Prosecution** allocation category(ies) the Grantee will benefit, (2) the federal STOP VAWA statutory purpose area(s) the Grantee will serve, (3) the Project Specific Goals, Objectives, Activities, and Performance Measures (Form K of the Grantee's Application), (4) the Project Description (Form G of the Grantee's Application), (5) the Budget (Forms N-R of the Grantee's

Application, the "Budget"); and all supplemental documents submitted by Grantee to Grantor; **(6) the Project Specific Goals, Objectives, Activities, and Performance Measures (Form T of the Grantee's Application Extension); and the Budget Extension forms (Forms V-Z of the VAWA application)** all of which are incorporated herein by this reference and collectively referred to as the "Project".

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

"None"

Section 2.06. Grant Availability Termination. The availability of Grant money under this Agreement and Grantor's obligation to disburse Grant money pursuant to Section 2.03 shall end on [~~June 30, 2014~~] **December 31, 2017** (the "Availability Termination Date"). Grantor may not disburse any Grant money after the Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Grantor accepts Grantee's completed performance or on [~~June 30, 2014~~] **December 31, 2017**, whichever date occurs last. Agreement termination shall not extinguish or prejudice Grantor's right to enforce this Agreement with respect to any default by Grantee that has not been cured.

2. SECTION 3, USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee's use of the Grant money is limited to those expenditures necessary to implement the Project and that are eligible under applicable federal and State of Oregon law. Furthermore, Grantee's expenditure of Grant money must be in accordance with the Project budget and narrative (the "Budget") set forth in the Grantee's Application.

The year one maximum allocation described in section 2.01 may only be allocated for Project costs incurred between July 1, 2015 and June 30, 2016. Any funds that may remain unexpended from the year one allocation may be carried forward and included in the year two allocation. The year two allocation described in section 2.01 may only be allocated for Project costs incurred between July 1, 2016 and June 30, 2017. **Any funds that may remain unexpended from the year two allocation shall be returned to Grantor. The additional six month allocation described in section 2.01 may only be allocated for Project costs incurred between July 1, 2017 and December 31, 2017.**

3. SECTION 5, GRANTEE'S AGREEMENTS

Section 5.02. Project Completion. Grantee shall complete the Project no later than [~~June 30, 2017~~] **December 31, 2017** provided, however, that if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04 (a) and (b) are not satisfied, Grantee shall not be required to complete the Project.

Section 5.04. Civil Rights and Victim Services

(e) Victim eligibility for direct services is not dependent on the victim's immigration status.

Section 5.08. Confidentiality. In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault **and their families**, or stalking, Grantee shall protect the confidentiality and privacy of persons receiving services.

By statute, 42 U.S.C 13925(b)(2)(D)(i)(III), the confidentiality provision does not apply to "law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes."

(a) Grantee shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs, regardless of whether the information has been encoded, encrypted, hashed or otherwise protected. This applies to:

- (i) information being requested for a Federal, State, tribal, or territorial grant program;**
- (ii) disclosure from the Grantee's organization, agency, or government, including victim and non-victim services divisions or components and leadership of the organization, agency or government; leadership shall have access without releases only in extraordinary and rare circumstances. Such circumstances do not include routine monitoring and supervision.**

(b) Personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs may not be released except under the following circumstances:

- (i) the victim signs a release as provided below;**
- (ii) release is compelled by statutory mandate, which includes mandatory child abuse reporting laws;**
- (iii) release is compelled by court mandate, which includes a legal mandate created by case law, such as a common-law duty to warn; and**

(c) Victim releases must meet the following criteria:

(i) Releases must be [or reveal individual client information without the] informed, written, reasonably time-limited. Grantee may not use a blanket release and must specify the scope and limited circumstances of any disclosure. At a minimum, Grantee must: discuss with the victim why the information might be shared, who would have access to the information, and what information could be shared under the release; reach agreement with the victim about what information would be shared and with whom; and record the agreement about the scope of the release. A release must specify the duration for which information may be shared. The reasonableness of this time period will depend on the specific situation.

(ii) Grantee 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 and has a court-appointed guardian. [consent of the person (or in the case of an un- emancipated minor, the minor and the parent or guardian or in the case of persons with disabilities, the guardian) about whom information is sought, whether for this Project or any other federal, state, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, person with disabilities, or the abuser of the other parent of the minor.] Except as provided in paragraph (c)(iv) of this section, in the case of an unemancipated minor, the release must be signed by the minor and a parent or guardian; in the case of a legally incapacitated person, it must be signed by a legally-appointed guardian. 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 grantee 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.

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

(e) Fatality reviews. Grantee may share personally identifying information or individual information that is collected as described in paragraph (a) of this section about deceased victims being sought 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 Grantee makes a reasonable effort to get a release from the victim's personal representative (if one has been appointed) and from any surviving minor children or the guardian of such children (but not if the guardian is the abuser of the deceased parent), if the children are not capable of knowingly consenting; and

(iv) The information released is limited to that which is necessary for the purposes of the fatality review.

(f) Inadvertent release. Grantee is responsible for taking reasonable efforts to prevent inadvertent releases of personally identifying information or individual information that is collected as described in paragraph (a) of this section.

Grantee may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with federal, state, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.

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

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

4. Grantee represents and warrants to Grantor that the representations and warranties of Grantee set forth in Agreement are true and correct on the date of Grantee's signature hereto with the same effect

as if made on that date.

5. This Amendment may be executed in any number of 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 Amendment so executed shall constitute an original.
6. The individual signing this Amendment on behalf of Grantee represents and warrants to Grantor that he or she has been duly authorized to execute and deliver this Amendment on behalf of Grantee and to legally bind Grantee as set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 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 Sivell
Title: Director, Crime Victims' Services Division
Date: _____

<GRANTEE>

By: _____
Name: _____
Title: _____
Date: _____

COUNTY SIGNATURE PAGE

Walt Beglau 6-30-17
Walt Beglau, Director Date

APPROVED AS TO FORM:

County Legal Counsel Date

County Contracts Date

MARION COUNTY CHIEF ADMINISTRATIVE OFFICER

John Lattimer Date

MARION COUNTY BOARD OF COMMISSIONERS

Chair Date

Commissioner

Commissioner