

June 6, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Federal Subrecipient Grant with Clackamas Fire District #1 for the Community Paramedic Program. Grant value is \$1,002,563 for 2 years. Funding is through the America Rescue Plan Act State and Local Fiscal Recovery Funds (ARPA SLFRF). No County General Funds are involved.

Previous Board Action/Review	Briefed at issue 06/04/2024		
Performance Clackamas	1. Ensure Healthy, Safe & Secure Communities		
Counsel Review	Yes	Procurement Review	No
Contact Person	Philip Mason-Joyner	Contact Phone	503-742-5956

EXECUTIVE SUMMARY: In June 2023, the BCC awarded Clackamas Fire \$1,002,563.00 in ARPA funding to enhance their community paramedic program to provide services county-wide.

Clackamas County needs Community Paramedics (CP's) as they provide critical medical and case management services to the community, in the community. It's a resource that is skilled, knowledgeable, mobile, and, most importantly, versatile. CP's routinely increase access to care and resources to the County's most vulnerable and underserved populations, but their unique skillset also allows them to be redeployed in times of crisis. They respond to the changing needs of the community, from the increasing epidemic of opioid and poly-pharma overdoses, pandemic viruses, and mental/medical non-emergency repetitive calls for assistance to catastrophic environmental events. CPs can enhance the County's response to the needs of the community and meet many of the goals described in the blueprint for a healthy Clackamas County, which is the required community health improvement plan for the County. It also supports Performance Clackamas goals of building public trust through good government and ensuring safe, healthy, and secure communities. The focus areas of the CP are categorized into four pillars: access to care, opioid/polysubstance misuse, community outreach, and vaccinations.

Clackamas Fire District #1 (CFD1) will hire 1 full-time CP, 2 full-time Community EMTs, and one part-time case manager who will serve across Clackamas County. Community Paramedics and EMTs have the unique ability to reach community members where they are to help meet their needs. Each community in Clackamas County is unique and has unique needs. These positions are available to address local needs by traveling to each area and providing services there. They will provide services for emergencies related to communicable diseases, the increasing epidemic of opioid and poly-pharma abuse, medical and mental health crisis, non-emergency calls for assistance, frequent 911 users, catastrophic environmental events, and connecting individuals in need with services through community outreach. By hiring these positions,

For Filing Use Only

Clackamas Fire District can deliver Community Medicine as a mobile service to vulnerable populations at their location throughout the County.

This program will provide the critical services needed to our communities and fill existing gaps in healthcare services.

RECOMMENDATION: The staff respectfully requests that the Board of County Commissioners approve this Agreement (11440) and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
Director of Health, Housing, and Human Services

**CLACKAMAS COUNTY, OREGON
FEDERAL SUBRECIPIENT GRANT AGREEMENT 24-025**

Program Name: **Community Paramedic Program**

Program Number: 11440

This Agreement is between **Clackamas County**, Oregon, acting by and through its Department of Health, Housing, and Human Services Public Health Division (“COUNTY”), and **Clackamas Fire District #1** (“SUBRECIPIENT”), an Oregon Nonprofit Corporation.

Clackamas County Data

Grant Accountant Bouavieng Bounnam	Admin. Accountant Sherry Olson	Program Manager: William Conway
Clackamas County – Finance 2051 Kaen Road, Suite 490 Oregon City, OR 97045 (503) 742-54221012 BBounnam@clackamas.us	Clackamas County – Public Health Admin 2051 Kaen Road, Suite 367 Oregon City, OR 97045 Desk: (503)742-5342 or Cell: 1 (503)310-3402 SOlson4@clackamas.us	Clackamas County – Office of Public Health Emergency Services 2051 Kaen Road, Suite 367 Oregon City, OR 97045 (503) 313-9170 WConway@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Nick Browne	Program Representative: Rick Huffman
Clackamas Fire District #1 Fire Chief 11300 SE Fuller Rd. Milwaukie, OR 97222 (503) 742-2600 or (971) 413-3547 Nick.browne@clackamasfire.com	Clackamas Fire District #1 Division Chief 11300 SE Fuller Rd. Milwaukie, OR 97222 (503) 742-2600 or (971) 712-3138 Rick.huffman@clackamasfire.com

UEI: **FXBAK3KD6LH8**

RECITALS

1. Clackamas County Public Health Division (CCPHD) is actively implementing Public Health Modernization in line with House Bill 3100 passed by the Oregon legislature in 2015. This law set forth a path to modernize Oregon’s public health system so that it can more proactively meet the needs of Oregonians. One key component of this law is to Improve the public health system’s capacity to provide foundational public health programs, including application of a health equity and cultural responsiveness lens through all phases of implementation. Community paramedics routinely increase access to care and resources to the county’s most vulnerable and underserved populations. Clackamas County needs community paramedic services to identify barriers to equal access to healthcare and to connect identified community members to needed services.

Clackamas Fire District #1

Subrecipient Grant Agreement – 24-025 Community Paramedic Program

Page 2 of 29

2. Clackamas Fire District #1 has provided community paramedic services to their fire district since 2017. Clackamas County has utilized these services in the past for Covid vaccinations, houseless outreach, opioid abuse prevention, and community outreach.
3. Clackamas County is requiring Clackamas Fire to utilize community paramedics and EMTs to respond to frequent 911 callers, identify and engage those surviving an opioid overdose, increase access to healthcare in all health equity zones, and provide community outreach to provide opportunities to increase health equity to populations that traditionally go underserved and have poor health outcomes. Clackamas Fire will provide County with regular reporting on the eligibility or needs assessment per individual served, demographics, number of households served, and the number of individuals served.
4. In compliance with expenditure category 3.4 - public sector capacity - effective service delivery: Clackamas Fire will provide community paramedic services to Clackamas County with the goal of increasing access to healthcare and to improve the health of the communities we serve. The program will focus on identifying and reducing barriers to access to care, addressing opioid/polysubstance misuse, assisting with vaccinations when appropriate and necessary, and providing community outreach to provide medical direction, referrals, barrier identification, and assistance to access resources.
5. The community paramedic program targets underserved communities that were disproportionately affected by the immediate and lasting effects of the COVID-19 pandemic. By increasing access to care for these vulnerable populations, community paramedics can reduce the health disparities that initially left these populations more susceptible to COVID-19.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this "Agreement") the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on **June 30, 2026**, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **April 1, 2024** and expiring **June 30, 2026**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in attached Exhibit A, Subrecipient Statement of Program Objectives & Performance Reporting. SUBRECIPIENT agrees to carry out the Program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in Exhibit A.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall perform all activities and programs in compliance with the requirements of the **American Rescue Plan State and Local Fiscal Recovery Funds**, that is the source of the grant funding and other required information in Exhibits A-J, which are attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State and Federal funding requirements.

Clackamas Fire District #1

Subrecipient Grant Agreement – 24-025 Community Paramedic Program

Page 3 of 29

4. **Grant Funds.** COUNTY's funding for this Agreement is the America Rescue Plan Act State and Local Fiscal Recovery Funds (ARPA SLFRF – Assistance Listing Number ["ALN"] #: 21.027), passed through to COUNTY by the U.S. Department of the Treasury. The maximum, not to exceed, grant amount COUNTY will pay is **\$1,002,563**. This is a cost reimbursement grant. The award is conditional upon compliance with the terms herein and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Reimbursement Request. Failure to comply with the terms of this Agreement may result in withholding of payment. Funds advanced and unspent must be returned to COUNTY within 30 days of the end of termination period in Section 1 if award conditions are not met.

- 4.1. ARPA State and Local Fiscal Recovery Funds (ALN: 21.027)

- Amount passed to SUBRECIPIENT: \$1,002,563

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

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

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

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

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.

10. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** SUBRECIPIENT shall take all necessary affirmative steps to assure that small & minority businesses, women's business enterprises, and labor surplus area firms are used when possible when contracting for services or soliciting for potential resources, per 2 CFR 200.321.

11. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify, defend, and hold COUNTY, and its elected officials, officers, employees, and agents, harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents, or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT's acts or omissions in performing under this Agreement including, but not limited to, any claim by State or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of

COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.

- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between COUNTY and SUBRECIPIENT that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the COUNTY 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, from any claim or from the jurisdiction of any court. SUBRECIPIENT, by execution of this Agreement, hereby consents to the personal jurisdiction of the courts referenced in this section.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third-party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- l) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- m) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- n) **Survival.** All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 3, 7, 11 (a), (b), (d), (f), (g), (i), (j), (k), (l), and (m), and all other rights and obligations which by their context are intended to survive.

12. Exhibits and Attachments.

Clackamas Fire District #1

Subrecipient Grant Agreement – 24-025 Community Paramedic Program

Page 6 of 29

This document is comprised of the following exhibits and attachments:

- Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Payment Request
- Exhibit E: General Administrative and Federal Terms and Conditions
- Exhibit F: Insurance Requirements
- Exhibit G: Final Financial Report
- Exhibit H: 2 CFR 200.332(a) Required Information
- Exhibit I: Residual Supplies Inventory
- Exhibit J: Equipment Inventory

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

CLACKAMAS FIRE DISTRICT #1

By: _____

By:  _____

Its: _____

Its: Fire Chief Clackamas Fire

Dated: _____

Dated: 5/16/2024

Approved to Form

By: Andrew Naylor Digitally signed by Andrew Naylor
Date: 2024.05.16 13:47:21 -07'00'
County Counsel

Dated: _____

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

PROGRAM NAME: Community Paramedic Program ALN # 21.027	AGREEMENT No. 24-025
SUBRECIPIENT: Clackamas Fire District #1	

Deliverables:

No.	Description of Deliverables	Due Date or Estimated Duration
1	Community paramedics respond to frequent 911 callers from agency referrals with the goal of connecting them with resources they are lacking that cause a dependence on 911.	2 years
2	Community paramedics will identify and engaging those surviving an opioid overdose (or suffering from substance use disorder) with recovery resources such as harm reduction tools (Naloxone), referrals and transportation to recovery services, housing, employment, primary and mental care, Peer Recovery Mentors, and barrier reduction/removal	2 years
3	Community paramedics will increase access to care in all health equity zones through agency referrals.	2 years
4	Community paramedics will provide community outreach - Referral for planned and emergent outreaches are made by fire agencies, law enforcement, Clackamas Mental health Center (crisis center) Adult protective Services, hospitals, and any county agency or Community based organization that feels a community member could benefit from additional services. These outreaches provide medical direction, referrals, barrier identification, and assistance to access resources. The partnerships with county and community-based agencies increases opportunities to provide health equity to populations that traditionally go underserved and have poor health outcomes. These engagement opportunities assist with establishing continued, sustainable care for a better quality of life.	2 years

Milestones:

No.	Tasks/Milestones	Responsible Party	Estimated completion date
1	Hire the following limited term positions: <ul style="list-style-type: none"> • One community paramedic • Two community EMTs • One part time case manager 	Clackamas Fire	First 60 days

Clackamas Fire District #1

Subrecipient Grant Agreement – 24-025 Community Paramedic Program

Page 9 of 29

2	Purchase equipment and supplies to Support community paramedic	Clackamas Fire	First 90 days
3	Hire outside consultant to evaluate program and provide long term sustainability recommendations	Clackamas Fire	First 120 days

Reporting: Contractor will deliver to the County the following deliverables:

1.	Provide the following report including the following: <ul style="list-style-type: none">• Eligibility or needs assessment per individual served – equity zone, assigned service area, etc.• Demographics: age group; sex• # Households Served• # Individuals Served	Clackamas Fire	Quarterly through 2-year period Reports must be submitted to the County within 15 days following the end of each period
----	--	-----------------------	--

Miscellaneous:

Special Requirements of Contractor or County

1. Community Paramedic
2. Two Community EMTs
3. One part time or contract case manager

Fees:

Maximum amount paid to SUBRECIPIENT from ARPA award is \$1,002,563 over two years. Allowable expenses to be reimbursed on cost-reimbursement basis.

Payment Schedule:

SUBRECIPIENT will send regular invoices to County to reimburse for approved ARPA funds spent on program based on County approved budget.

EXHIBIT B
SUBRECIPIENT Program Budget

PROGRAM NAME: Community Paramedic Program ALN # 21.027	AGREEMENT No. 24-025
SUBRECIPIENT: Clackamas County Fire District #1	
BUDGET SUMMARY	

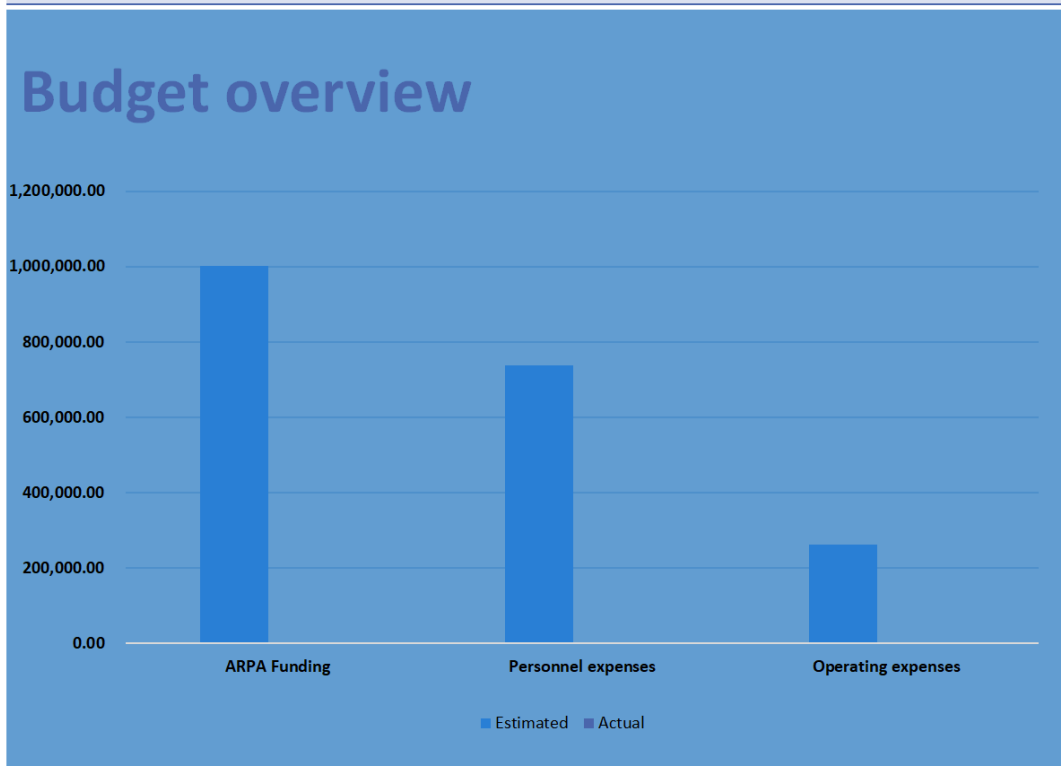
Community Paramedic ARPA Program

Program Cost Estimate (two-year program)

Date: December 14, 2023



Budget area	Estimated	Actual	Difference
ARPA Funding	1,002,563.00	0.00	(1,002,563.00)
Personnel expenses	739,000.00	0.00	739,000.00
Operating expenses	263,563.00	0.00	263,563.00
Balance (income minus expenses)	0.00	0.00	0.00



Community Paramedic ARPA Program - Personnel expenses



Expenses	Estimated	Actual	Difference
One: Full Time Employee (Single Role Community Paramedic) - Two years	255,000.00		
Two: Full Time Employee (Community EMT) - Two years	324,000.00		
One Part Time Healthcare Case Manager - Two Years*	150,000.00		
Onboarding: Background, psychological and medical testing.	10,000.00		
Total personnel expenses	739,000.00	0.00	0.00

Community Paramedic ARPA Program -Operating expenses



Expenses	Estimated	Actual	Difference
I.T. equipment, software, services and phones.	\$ 66,970.00		
EMS Equipment & Supplies	\$ 60,000.00		
Community Paramedicine Training & Education	\$ 36,500.00		
Prevention and Education supplies	\$ 5,093.00		
Data Analysis and Consultant Report	\$ 75,000.00		
PPE & Uniforms	\$ 20,000.00		
Total operating expenses	\$ 263,563.00	0.00	0.00

EMS Capital Training Equipment - \$11,500.00		
Pt simulation program & hardware with 2-year plan.	\$ 11,500.00	Virtual program that provides detailed medical training simulations to support patient treatment protocols. Training includes opioid abuse, mental health and other medical conditions and environments specific to the community paramedic setting. Also allows for flexible delivery and supports individual availability to complete training.
Community Paramedicine Program Initial Training & Education classes - \$20,000.00		NOTE: Recruitment and retention are expected to be difficult, resulting in turnover during the program, requiring more training.
Training & Education classes and conferences	\$ 25,000.00	Initial qualification training for new Community Paramedic/EMT. Also includes speciality training in responder safety and attendance to community paramedic/mobile integrated healthcare training sessions at EMS conferences. This training is vital to establish effectiveness of program, to support patient treatment protocols and responder safety. Summary: Initial qualification training: ~\$2,500.00 per student x 3 = \$7,500.00. Responder safety training = \$2,500 (delivered local) Conference registration, travel, lodging and training classes = ~\$5,000.00 for two years (Conference classes needed for continuing education, system collaboration and equipment and protocol updates) If lack of retention results in new hires, initial training budgeted for program continuation = 5,000.00
Prevention and Education supplies - \$5,093.00		
Pub Ed materials	\$ 2,500.00	Access to services and when to use 911 education media and materials.
Prevention Supplies	\$ 2,593.00	Supplies to vulnerable populations for preventative care and support.
Consultant - \$75,000.00		

Clackamas Fire District #1

Subrecipient Grant Agreement – 24-025 Community Paramedic Program

Page 13 of 29

<p>Cambridge consulting service and report.</p>	<p>\$ 75,000.00</p>	<p>This will provide nationally renowned subject matter experts to assist with the evaluation of the Clackamas Fire community paramedic program and provide information for the continuation of the program within Clackamas Fire and Countywide. Some of the work expected from the consultant includes but is not limited to:1. Review current proposal/plan to identify items be added, updated or removed.2. Host a Community Stakeholder meeting. Participants to be determined by the County based on recommendations provided by Cambridge Consulting Group.3. Develop a sustainability plan (to include payors): a. Evaluate if the county should assist with future funding. b. Identify entities for continuing funding following completion of the grant phase of the project.4. Develop a new EMS Delivery Model to address the needs of low acuity 911 calls. a. To include alternate patient transport and destination. b. Additional 911 center triaging systems (Nurse Nav, etc.) to optimize response resources for high risk calls.5. Create and facilitate CP Implementation Plan for pilot program, inclusive of analysis, implement, and evaluation plan, and include the following. a. Sustainable role of Fire Services in Community Paramedic program. b. Sustainable role of County EMS in Community Paramedic program. c. Role of ASA in Community Paramedic program. d. Predicted needs within Clackamas County for a Community Paramedic program in the next 5 and 10 years. e. Identify the roles that are optimal to effectively deliver and manage a Community Paramedic program within Clackamas County for the following agencies. 1. Clackamas County EMS 2. Clackamas Fire District #1 3. CCOM (911) 4. AMR f. Identify the funding mechanisms and cost recovery options recommended for long-term sustainability for the Community paramedic programs within the identified agencies.</p>
<p>PPE & Uniforms (Program specific) - \$20,000.00</p>		<p>NOTE: Recruitment and retention are expected to be difficult, resulting in turnover during the program, requiring more uniforms and PPE.</p>
<p>Community medic uniforms with branding.</p>	<p>\$ 3,500.00</p>	<p>For shirts, sweatshirts, pants, boots, etc. for all field personnel.</p>
<p>EMS PPE</p>	<p>\$ 5,000.00</p>	<p>for Jackets, pants, helmet, specialized PPE, etc. Needed for persoanl protection while indifferent environments.</p>

Clackamas Fire District #1

Subrecipient Grant Agreement – 24-025 Community Paramedic Program

Page 14 of 29

Body Armor	\$ 11,500.00	For all program personnel that may go into the field when environment is know to be high risk.
Total	\$ 263,563.00	

EXHIBIT C
CONGRESSIONAL LOBBYING CERTIFICATE

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions[as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its

Clackamas Fire District #1

Subrecipient Grant Agreement – 24-025 Community Paramedic Program

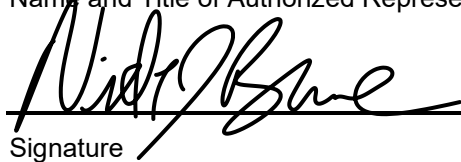
Page 16 of 29

certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative


Signature

5/16/2024
Date

**EXHIBIT D
 REQUIRED FINANCIAL REPORTING AND PAYMENT REQUEST**

EXHIBIT D: SUBRECIPIENT REQUEST FOR REIMBURSEMENT CLACKAMAS COUNTY PUBLIC HEALTH DIVISION					
SUBRECIPIENT: Clackamas Fire District #1				CLAIM PERIOD: Jul-24	Note: This form derives from the approved budget in your grant agreement. All expenditures must have adequate supporting documentation.
Program Name: Community Paramedic Program					
Program Contact:					
Agreement Term:					
Agreement Number: 24-025					
Category	Approved Grant Amount	Monthly Grant Expenditure	Total Monthly Expenditure	YTD Grant Expenditure	Balance
Personnel (List salary, FTE & Fringe costs for each position)					
Community EMT	\$ -	\$ -	\$ -	\$ -	\$ -
Part-time Healthcare Case Manager	\$ -	\$ -	\$ -	\$ -	\$ -
Total Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies					
IT Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
Travel					
Mileage (\$.xxx/mile x 200 miles)	\$ -	\$ -	\$ -	\$ -	\$ -
EMS Equipment & Supplies					
PPE & Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -
Total Programmatic Costs	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
Total Grant Costs	\$ -	\$ -	\$ -	\$ -	\$ -

Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Clackamas Fire District #1

Subrecipient Grant Agreement – 24-025 Community Paramedic Program

Page 18 of 29

Prepared by: _____

Authorized SUBRECIPIENT Official: _____

Date: _____

Department

Review.

Project Officer

Name:

Department:

Signature: _____

Department: forward to Grant Accountant for review and processing

Grant Accountant Initial/Date:

EXHIBIT E
General Administrative and Federal Terms & Conditions

1. Federal Funds

- a) This Agreement is funded in part by federal funds. By signing this Agreement, SUBRECIPIENT certifies neither it nor its employees, contractors, subcontractors, or subrecipients who will perform the Program activities described herein are currently employed by an agency or department of the federal government.
- b) COUNTY has determined:
 - Entity is a subrecipient Entity is a contractor Not applicable
- c) Assistance Listing Number of federal funds paid through this Agreement: [21.027]

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

- a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
- c) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.
- d) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** SUBRECIPIENT has no indirect costs.

Clackamas Fire District #1

Subrecipient Grant Agreement – 24-025 Community Paramedic Program

Page 20 of 29

- i) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Reimbursement Request.
- j) **Performance Reporting.** SUBRECIPIENT shall comply with reporting requirements as specified in Exhibit A.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Reimbursement Request on a monthly basis.
- l) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—Closeout. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial, performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this Agreement.
- m) **Unique Entity Identifier and Contractor Status.** SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database using its Unique Entity Identifier (“UEI”), located at <http://www.sam.gov>.
- n) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR Part 180. These rules restrict subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (3) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (“FAC”) within 9 months from SUBRECIPIENT’s fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT’s fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.332. COUNTY, the Federal government, and their duly authorized representatives shall have access to

Clackamas Fire District #1

Subrecipient Grant Agreement – 24-025 Community Paramedic Program

Page 21 of 29

such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

- r) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years from the end of program date, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.334-338.
- s) **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for American Rescue Plan State and Local Fiscal Recovery Funds, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.
- t) **HIPAA Compliance.** SUBRECIPIENT shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Rules"), together with the regulations governing disclosure of substance use disorder information under 42 C.F.R. Part 2. .

3. Default

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

4. Remedies

- a) **County's Remedies.** In the event of SUBRECIPIENT's default, COUNTY may, at its option, pursue any or all remedies available to it under this Agreement, at law, or in equity including, but not limited to: (1) withholding SUBRECIPIENT grant funds until compliance is met; (2) reclaiming grant funds in the case of omissions or misrepresentations in financial or programmatic reporting; (3) requiring repayment of any funds used by SUBRECIPIENT in violation of this Agreement; (4) termination of

this Agreement; (5) declaring SUBRECIPIENT ineligible for receipt of future awards from COUNTY; (6) initiation of an action or proceeding for damages, declaratory, or injunctive relief.

- b) **Subrecipient's Remedies:** In the event COUNTY is in default, and whether or not SUBRECIPIENT elects to terminate this Agreement, SUBRECIPIENT's sole remedy for COUNTY's default, subject to the limits of applicable law or in this Agreement, is reimbursement for eligible costs incurred in accordance with this Agreement, less any claims COUNTY may have against SUBRECIPIENT. In no event will COUNTY be liable to SUBRECIPIENT for expenses related to termination of this.

5. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by the U.S. Treasury Department.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to this Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.1) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (including those set forth in 2 CFR 200.303(e)) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

Clackamas Fire District #1

Subrecipient Grant Agreement – 24-025 Community Paramedic Program

Page 23 of 29

- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT's written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
- Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - Procure a commercial sex act during the period of time the award is in effect; or
 - Used forced labor in the performance of the Agreement or subaward under this Agreement.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

EXHIBIT F
SUBRECIPIENT INSURANCE REQUIREMENTS

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

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

- 2) **Commercial General Liability.**

Required by COUNTY NOT Required by COUNTY

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

- 3) **Commercial Automobile Liability.**

Required by COUNTY NOT Required by COUNTY

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

- 4) **Professional Liability.**

Required by COUNTY NOT Required by COUNTY

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

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

Required by COUNTY NOT Required by COUNTY

As part of the Commercial General Liability policy, SUBRECIPIENT shall obtain Abuse and Molestation coverage in a form and with coverage satisfactory to COUNTY covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom SUBRECIPIENT is responsible including but not limited to SUBRECIPIENT and SUBRECIPIENT's

Clackamas Fire District #1

Subrecipient Grant Agreement – 24-025 Community Paramedic Program

Page 25 of 29

employees and volunteers. Policy endorsement's definition of an insured shall include SUBRECIPIENT, and SUBRECIPIENT's employees and volunteer. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.

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

Clackamas Fire District #1

Subrecipient Grant Agreement – 24-025 Community Paramedic Program

Page 26 of 29

Program Name: Community Paramedic Program (ARPA)	Agreement #: 24-025
Federal Award #: 1505-0271	Date of Submission: XX/XX/XX
Subrecipient: Clackamas Fire District #1	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

Exhibit G: Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this Agreement

Total Federal Funds <u>authorized</u> on this agreement:	\$1,002,563
Total Federal Funds <u>requested</u> for reimbursement on this agreement:	
Total Federal Funds <u>received</u> on this agreement:	
Total non-Federal Funds <u>authorized</u> on this agreement:	
Agreement-to-Date non-Federal Funds <u>requested</u> for reimbursement on this agreement:	
Total non-Federal Funds <u>received</u> on this agreement:	
Total match reported on this agreement (if required):	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	
Balance of unexpended non-Federal Funds (Line 4 minus Line 6):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

EXHIBIT H

2 CFR 200.332(a) REQUIRED INFORMATION

Federal award identification	
SUBRECIPIENT Name:	Clackamas Fire District #1
SUBRECIPIENT Unique Entity Identifier:	FXBAK3KD6LH8
Federal Award Identification Number (FAIN):	1505-0271
Federal award date:	5/11/21
Period of Performance (This Agreement):	April 1, 2024 – June 30, 2026
Budget Period (This Agreement):	April 1, 2024 – June 30, 2026
Amount of federal funds obligated by this action to SUBRECIPIENT:	\$1,002,563
Total amount of all federal funds obligated to SUBRECIPIENT including the current financial obligation:	\$1,002,563
Total amount of federal award committed to SUBRECIPIENT:	\$1,002,563
Pass-through entity identifying number:	24-025
Name of pass-through entity:	Clackamas County
Contact information for awarding official of the pass-through entity:	William Conway WConway@clackamas.us
Federal awarding agency:	U.S. Department of the Treasury
Assistance Listing Number (ALN) & Title:	21.027 Coronavirus State and Local Fiscal Recovery Funds
Is Award for Research and Development?	No
SUBRECIPIENT indirect cost rate on this Agreement:	None

Clackamas Fire District #1

Subrecipient Grant Agreement – 24-025 Community Paramedic Program

Page 28 of 29

Project Name: Community Paramedic Program (ARPA)	Agreement #: 24-025
Federal Award: #1505-0271	Date of Submission: XX/XX/XX
Subrecipient: Clackamas Fire District #1	
Is this program continuing beyond the expiration of this agreement?: Y/N	
If yes, does the subrecipient request to continue to use all or part of the supplies? Y/N (If yes, identify all such supplies below by marking with a highlighter) OR Does the subrecipient request the use of the supplies on other federally supported activities (2 CFR 200.314(a))? Y/N	

Exhibit I: Residual Supplies Inventory

Supplies with an Aggregate, Current Fair Market Value of \$5,000 or more and purchased with Federal Grant Funds

Attach more sheets if necessary

Items Description	Location	Estimated Current Fair Market Value	Disposition Date & Price, if applicable

Subgrantee's Certifying Official (printed): _____

Subgrantee's Certifying Official (signature): _____

Subgrantee's Certifying Official's title: _____

Subgrantee's Certifying Official's telephone: _____

Clackamas Fire District #1

Subrecipient Grant Agreement – 24-025 Community Paramedic Program

Page 29 of 29

PROJECT NAME: Community Paramedic Program (ARPA)	AGREEMENT #24-025
Federal Award #: 1505-0271	Date of Submission: XX/XX/XX
SUBRECIPIENT: Clackamas Fire District #1	
Is this program continuing beyond the expiration of this agreement?: Y/N	
If yes, does the subrecipient request to continue to use all or part of the equipment? Y/N (If yes, identify all such equipment below by marking it with a highlighter)	
OR	
Does the subrecipient request the use of the equipment on other federally supported activities? Y/N	
If subrecipient does not request continued use of items of equipment, the federal agency will issue disposition instructions. Other agency-specific requirements may apply.	

Exhibit J: Equipment Inventory

Items of Equipment with a Current Fair Market Value of \$5,000 or more and purchased with Federal Grant Funds

Attach more sheets if necessary

Title Holder/Funding Source (e.g. subrecipient/ agency)	Item Description	Serial #	Location and condition**	Acquisition Date/Cost	Estimated Current Fair Market Value	Disposition Date & Price, if applicable

** - E (Excellent)

VG (Very Good)

G (Good)

F (Fair)

P (Poor)

Subgrantee’s Certifying Official (printed): _____

Subgrantee’s Certifying Official (signature): _____

Subgrantee’s Certifying Official’s title: _____

Subgrantee’s Certifying Official’s telephone: _____