

November 14, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Amendment to an Intergovernmental Agreement with the Oregon Health Authority for drug and alcohol prevention programming. Amendment Value is \$619,701 for 3 years. Total Agreement Value is \$2,526,687 for 10 years. Funding is through the Oregon Health Authority. No County General Funds are involved.

Previous Board Action/Review	Original Agreement: H3S Approval - 09/18/2017 Amendment # 1: H3S Approval - 08/5/2019 Amendment # 2: H3S Approval - 06/22/2021 Amendment # 3: BCC Approval -20220908 II.D.3 Amendment # 4: BCC Approval -20230907 III.C.14 Amendment # 5: Briefed at Issues: 11/12/24		
Performance Clackamas	1. Ensure safe, healthy, and secure communities.		
Counsel Review	Andrew Naylor	Procurement Review	No
Contact Person	Jessica Duke	Contact Phone	971-291-8569

EXECUTIVE SUMMARY: The Children, Family & Community Connections Division (CFCC) of the Health, Housing and Human Services Department requests approval of Amendment #5 of an Intergovernmental Agreement from Oregon Health Authority for the expansion of Alcohol and Drug Prevention Education Programming (ADPEP) in Clackamas County. Current ADPEP grantees are eligible to receive Opioid settlement funds to enhance levels of primary prevention of substance use, bolster prevention workforce capacity, and support evidence-based prevention strategies using tailored approaches that meet the needs of their community.

ADPEP is a comprehensive program that provides community-based prevention, school engagement activities, and drug and alcohol prevention programming targeting middle and high school students in Clackamas County.

Recent (January – June 2024) ADPEP-Supported Activities include:

- 227 participants attended the Prevent Underage Drinking: “Talk They Hear You” webinar.
- 14 people attended the Strategic Prevention Framework Prevention Success Training – co-lead by CFCC, Northwest Family Services, and Multnomah County facilitators.
- 245 High School Students participated in positive community norms prevention education.
- CFCC staff provide technical assistance and support to Clackamas County Prevention Coalition and 5 local prevention coalitions (Canby, Estacada, Gladstone, Oregon City, West Linn-Wilsonville).

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ADPEP work contributes to the decline of substance use in Clackamas County. Oregon Student Health Surveys report from 2018-2022 alcohol and marijuana use DECREASED among Clackamas County 11th graders.

Grant Amendment #5 is effective upon signature by all parties for services from October 1, 2024, through June 30, 2027. The amendment adds \$619,701 for 32 months for a revised maximum award of \$2,526,687 and extends the end date from June 30, 2025 to June 30, 2027

RECOMMENDATION: The staff respectfully requests that the Board of County Commissioners approve Amendment #5 (9688) 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

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 Phone (503) 650-5697 Fax (503) 655-8677

Clackamas.us/h3s



Grant Agreement Number 155011

AMENDMENT TO STATE OF OREGON INTERGOVERNMENTAL GRANT AGREEMENT

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found on page one of the original Agreement, as amended. We accept all relay calls.

This is amendment number **05** to Grant Agreement Number **155011** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA,” and

Clackamas County
H3S, Children, Family & Community Connections Division
2051 Kaen Road
Oregon City, Oregon 97045
Attn: Adam Freer
Telephone: 971-533-4929
E-mail address: afreer@clackamas.us

hereinafter referred to as “**Recipient.**”


1. This amendment shall become effective **October 1, 2024** once all signatures have been obtained, regardless of the date of the parties’ signatures.
2. The Agreement is hereby amended as follows:
 - a. The OHA Agreement Administrator is changed to Annie Dillon, Email: annie.dillon@oha.oregon.gov
 - b. **Section 1. “Effective Date and Duration”** to extend the expiration date from **June 30, 2025 to June 30, 2027.**
 - c. **Section 3. “Grant Disbursement Generally”** to increase the maximum not-to-exceed amount payable to Recipient under this Agreement from **\$1,906,986.00 to \$2,526,687.00.**
 - d. **Exhibit A, Part 1, “Program Description”** is superseded and restated in its entirety as set forth in Attachment 1, to this Amendment, attached hereto and incorporated herein by this reference.
 - e. **Exhibit A, Part 2 “Payment and Financial Reporting”**, is superseded and restated in its entirety as set forth in Attachment 2 to this Amendment, attached hereto and incorporated herein by this reference.
3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect.

- 4. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:
- a.** Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;
 - b.** The information shown in Section 5.a. “Recipient Information” of the original Agreement, as amended is Recipient’s true, accurate and correct information;
 - c.** To the best of the undersigned’s knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - d.** To the best of the undersigned’s knowledge, Recipient and Recipient’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
 - e.** Recipient is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/SAM>;
 - f.** Recipient is not subject to backup withholding because:
 - (1)** Recipient is exempt from backup withholding;
 - (2)** Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3)** The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
 - g.** Recipient’s Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to OHA is true and accurate. If this information changes, Recipient is required to provide OHA with the new FEIN or SSN within 10 days.

RECIPIENT, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

5. Signatures.

**Clackamas County
By:**

Approved to Form: 

County Counsel Date: 10/16/2024

Authorized Signature
Board Chair
Title

Tootie Smith
Printed Name

Date

**State of Oregon, acting by and through its Oregon Health Authority
By:**

Authorized Signature
Title

Printed Name

Date

Approved for Legal Sufficiency:

Agreement form group-approved by Devon Thorson, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on October 9, 2024, copy of email approval in Agreement file.

Attachment 1
EXHIBIT A - Part 1
Program Description

1. Alcohol and Drug Prevention and Education Program (ADPEP)

a. ADPEP Program Description

The Alcohol and Drug Prevention and Education Program (ADPEP) objective is to help plan, implement and evaluate strategies that prevent substance abuse, by reducing of risk factors and increasing protective factors associated with alcohol, tobacco and other drugs. (See <https://www.samhsa.gov/grants/block-grants/sabg>). OHA's ADPEP funds are used to prevent alcohol, tobacco and drugs use and associated effects across the lifespan of affected persons.

- (1) ADPEP strategies are defined by the National Academies of Science Continuum of Care prevention categories, which include promotion, universal, selective, and indicated prevention. The categories are defined as follows:
 - (a) Promotion and universal prevention address the entire population with messages and programs aimed at prevention or delaying the use of alcohol, tobacco and other drugs.
 - (b) Selective prevention targets individuals or groups who experience greater risk factors (or fewer protective factors) that put them at higher levels of risk for substance misuse than the broader population.
 - (c) Indicated prevention is designed to prevent the onset of substance abuse in individuals who have not been diagnosed with a substance use disorder, but who are showing elevated levels of risk and early signs of substance misuse.
- (2) ADPEP supports implementation of the Center for Substance Abuse Prevention's (CSAP) six strategies:
 - (a) Information Dissemination;
 - (b) Prevention Education;
 - (c) Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives;
 - (d) Community Based Processes;
 - (e) Environmental/Social Policy; and
 - (f) Problem Identification and Referral.

b. Required Program Activities.

Recipient must complete each of the following:

- (1) Recipient shall submit, a Biennial ADPEP Plan ("Biennial ADPEP Plan") to OHA, for each biennium during the term of the Agreement which details the strategies to be implemented, as outlined in this ADPEP Program Description, and as described in biennial ADPEP Program Guidance documents provided by OHA and the goals, objectives, and outcomes to be achieved by implementing those strategies. For each Biennial ADPEP Plan, OHA will review the plan and budget and issue approval if the plan meets the applicable ADPEP Program Guidance. For example, the 2023-2025 ADPEP Program Guidance is available at the following link: [https://www.oregon.gov/oha/PH/DISEASES/CONDITIONS/CHRONICDISEASE/HPCD/PCONNECTION/Documents/ADPEP_Budget_and_Program_Guidance_2023-2025%20_FINAL%20DRAFT%20\(1\).pdf](https://www.oregon.gov/oha/PH/DISEASES/CONDITIONS/CHRONICDISEASE/HPCD/PCONNECTION/Documents/ADPEP_Budget_and_Program_Guidance_2023-2025%20_FINAL%20DRAFT%20(1).pdf). Plans must utilize the program workplan

template, include a minimum of one universal prevention category, participation in statewide or local initiatives and strategies that address alcohol or aim to reduce excessive alcohol use, and reflect evidence-based practices and community priorities.

(Completion Due: Biennial ADPEP Plan is due June 1 of every odd year during the term of this Agreement).

- (2) Recipient shall implement the Recipient's OHA-approved Biennial ADPEP Plan for each biennium, which includes the following types of prevention strategies and activities:
 - (a) Information Dissemination – local implementation of media campaigns; Public Service Announcements (PSA);
 - (b) Prevention Education – assuring school policy supports evidence-based school curricula and parenting education and skill building; peer leadership; classroom education;
 - (c) Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives - youth leadership and community service projects that support policy strategies and goals; mentoring programs;
 - (d) Community Based Processes - community engagement and mobilization; Building and effectively managing prevention coalitions;
 - (e) Environmental/Social Policy - school policies and community or organizational rules and laws regulating alcohol, tobacco and other drugs; and
 - (f) Problem Identification and Referral – sustainable referral systems to evidence-based health care systems, services and providers.

(Completion Due: on an ongoing basis throughout the term of this Agreement)

- (3) Recipient shall participate in site visits, state trainings, meetings and evaluation activities as requested or required by OHA.

(Completion Due: on an ongoing basis throughout the term of this Agreement).

c. Reporting Requirements.

- (1) Recipient shall report to OHA semi-annually to describe progress made in completing activities and achieving the goals and objectives set forth in the Recipient's OHA-approved Biennial ADPEP Plan. If Recipient completes fewer than 75% of the planned activities in its OHA-approved ADPEP Plan for two consecutive calendar quarters in one state fiscal year, in addition to any other remedies provided elsewhere in this Agreement, Recipient will not be eligible to receive funding under this grant agreement during the next state fiscal year.

(Semi-Annual Progress Reports Due: on an ongoing basis throughout the term of this Agreement each six months beginning with the first report in January, 2024 and as otherwise requested by OHA).

- (2) Recipient shall submit written annual progress reports (“ADPEP Progress Reports”) to OHA using forms and procedures provided by OHA to describe results in achieving the goals and objectives through implementing the evidence-based strategies set forth in the Recipient's OHA-approved Biennial ADPEP Plan as well as any obstacles encountered, successes and lessons learned.

(Annual ADPEP Progress Reports Due: July 30 of each year during the term of this Agreement, covering the reporting period of July 1 of the prior year to June 30 of

the current year. For example, the ADPEP Progress Report due on July 30, 2023, covers activities performed during the period of July 1, 2022 – June 30, 2023.)

2. Oregon Opioid Settlement Prevention, Treatment and Recovery (OSPTR) Board Primary Prevention Funding

a. OSPTR Program Description

Recipient will use OSPTR Board Primary Prevention funding to bolster workforce capacity and implement evidence-based primary prevention strategies for substance use, substance use disorder, and overdose.

OSPTR Board Primary Prevention funded activities must align with the activities listed under the headings Schedule A “Core Strategies” Section G. “Prevention Programs” and Schedule B “Approved Uses” Section G. “Prevent Misuse of Opioids” which are provided in Appendix A, “List of Opioid Remediation Uses,” to this Exhibit A, Part 1., and are incorporated herein by this reference. The activities listed in Appendix A are a subset of the original activities provided by Schedule A and Schedule B of Exhibit E of the national opioid settlement document, located at <https://nationalopioidsettlement.com/wp-content/uploads/2023/02/TEVA-Exhibit-E.pdf>.

OSPTR Board Primary Prevention funding is effective October 1, 2024, through June 30, 2027. Unspent funds will be eligible for continuation past June 30, 2027, upon execution of an extension to this Agreement or a new agreement.

b. Required Program Activities

- (1)** Submit to OHA for approval by November 15, 2024, a Substance Use Primary Prevention Local Program Plan which details strategies to be implemented, as outlined in this Program Description, to prevent substance use, substance use disorder and overdose.
- (2)** Implement the OHA-approved Substance Use Primary Prevention Local Program Plan, including but not limited to, the following types of primary prevention activities to prevent substance use, substance use disorder and overdose:
 - (a)** Support community-based prevention strategies, education, or intervention (e.g., build community resilience, improve emotional wellbeing, increase social connectedness);
 - (b)** Improve access to community resources and supports for at-risk populations (e.g., mental health resources, access to healthy food, positive after school activities);
 - (c)** Increase strategies that target affordable housing, education and employment;
 - (d)** Develop targeted outreach or media campaigns; and
 - (e)** Increase workforce development and training for primary prevention.
- (3)** Submit to OHA for approval by November 15, 2024, a Local Program Budget that outlines use of funds in accordance with OHA-approved Substance Use Primary Prevention Local Program Plan.
- (4)** Submit revised Local Program Budgets to OHA for approval for Fiscal Year 26 and Fiscal Year 27 program activities by March 14 of each year.

c. Reporting Requirements

Recipient must submit written progress reports (“OSPTR Progress Reports”) to OHA using forms and procedures provided by OHA to describe results in achieving the goals, objectives through implementing the evidence-based strategies set forth in the Recipient’s OHA-approved Substance Use Primary Prevention Local Program Plan as well as any obstacles encountered, successes and lessons learned. The first OSPTR Progress Report is due on July 30, 2025 covering the reporting period of October 1, 2024 through June 30, 2025. Thereafter, additional OSPTR Progress Reports are due according to the following schedule:

Reporting Period	Due Date
July 1 – December 31	January 30
January 1 – June 30	July 30

d. Performance Measures.

If Recipient completes fewer than 75% of the planned activities in its OHA-approved Substance Use Primary Prevention Local Program Plan for two consecutive calendar quarters in one state fiscal year Recipient will not be eligible to continue to receive OSPTR Board Primary Prevention funding under this Exhibit A, Part 1.

Exhibit A, Part 1
Appendix A - List of Opioid Remediation Uses

From the National Opioid Settlement's

Exhibit E, Schedule A "Core Strategies"

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

Exhibit E, Schedule B "Approved Uses"

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage of prevent misuse of opioids through evidence-based of evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("SAMHSA").
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

Attachment 2

Exhibit A

Part 2

Payment and Financial Reporting

1. Expenditure of Grant Funds.

- a. OHA will reimburse Recipient for allowable expenses incurred in performing Program activities as described in **Exhibit A, Part 1, Section 1, “Alcohol and Drug Education and Prevention Program (ADPEP)”** that are approved by OHA and not to exceed **\$1,906,986.00**. Recipient may request approval of expenses by submitting a detailed budget to OHA, which OHA may, but is not required to approve for any listed expenses. Any OHA approval shall be in writing. Following OHA approval of a budget, budget adjustments of up to 10% of the cumulative grant award amount are allowable between or within Budget categories and line items, provided that Recipient shall notify the OHA Agreement Administrator of all such changes.
- b. OHA will reimburse Recipient for allowable expenses incurred in performing Program activities as described in **Exhibit A, Part 1, Section 2, “Oregon Opioid Settlement Prevention, Treatment and Recovery (OSPTR) Board Primary Prevention Funding”** that are approved by OHA and not to exceed **\$619,701.00**.

Recipient’s submission of Local Program Budgets operates as a written request for approval of the budgeted expenses. Only written OHA approval shall be binding on OHA, and OHA is not required to approve any budgeted expenses. Following OHA approval of a budget, budget adjustments of up to 10% of the cumulative grant award amount are allowable between or within budget categories and line items, provided that Recipient shall notify the OHA Agreement Administrator of all such changes.
- c. Recipient shall prepare and submit written Expenditure Reports and Reimbursement Requests at least quarterly and no more than monthly and within 30 days of the subject period end.
- d. Recipient’s Expenditure Reports and Reimbursement Requests shall include:
 - Recipient’s name;
 - Agreement number;
 - Agreement not-to-exceed (NTE) amount;
 - Budget NTE amount per Activity;
 - An itemized list of Program expenses to be reimbursed for the subject period such as personnel, fringe, travel, supplies, indirect, other);
 - Amounts billed by Recipient for current Reimbursement Request period by Activity; and
 - The Cumulative amounts billed by Recipient to date per Activity.
- e. Recipient’s Expenditure Reports shall include a detailed accounting report of the itemized expenses. Supporting documentation of Program expenses must be maintained by Recipient and made available to OHA upon request. Recipient shall revise and resubmit Expenditure Reports to OHA’s satisfaction.
- f. Recipient shall send all Expenditure Reports and Reimbursement Requests, to OHA’s Agreement Administrator (Annie Dillon or designee) at the following email address, or to any other address as OHA may indicate in writing to Recipient: Annie.Dillon@oha.oregon.gov.

2. Travel and Other Expenses.

a. ADPEP Travel

OHA will reimburse Recipient for travel and other expenses included in the OHA-approved budget.

b. OSPTR Travel

Consistent with the OHA-approved Local Program Budget and Plan, funds may be used for local mileage, per diem, lodging and transportation to conduct program activities under this Agreement and attend OHA required and requested meetings as OHA deems such expenses to be reasonable and reasonably related to performance under this Agreement. Travel to attend out of state events or conferences is permitted if content is applicable to the Substance Use Primary Prevention Local Program Plan. Federal per diem rates limit the amount of reimbursement for in state and out of state travel – see U.S. General Services Administration Per Diem Rates at www.gsa.gov/perdiem. All travel must be conducted in the most efficient and cost-effective manner resulting in the best value to OHA and the State of Oregon.