

February 24, 2022

Board of County Commissioners Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Agreement with Clackamas County Children's Commission to provide Healthy Family program services to families in Clackamas County. Grant Agreement is fully funded by Oregon Department of Education and has a maximum value of \$1,978,864.

No County General funds are involved

Purpose/Outcome	Clackamas County Children's Commission (CCCC) will continue to provide Healthy Family home visiting services designed to increase the strength and stability of high risk families, prenatally through their child's third birthday, and in some cases include a transition period. Services range from universal basic short-term services to long-term intensive home visitation for high risk families.
Dollar Amount and Fiscal Impact	The maximum, not to exceed, grant amount is \$1,978,864. No County General Funds are involved.
Funding Source	 State of Oregon, Dept of Education through its Early Learning Division: Oregon State General Fund (\$1,341,176) Federal Title IV-B2 for Family Support Catalog of Federal Award (CFDA) #93.556 (\$169,960) Medicaid from Oregon Health Authority (\$276,185) State of Oregon Student Success Act Funds (\$191,543)
Duration	October 1, 2021 – September 30, 2023
Previous Board Action/Review	BCC Issues: 2/22/2022
Strategic Plan Alignment	Ensure safe, healthy and secure communities
Counsel Review	This Grant has been reviewed and approved by County Counsel on 2/15/2022, AN
Procurement Review	Was the item processed through Procurement? No. Subrecipient grant agreement
Contact Person	Adam Freer 971-533-4929
Contract No.	H3S 10551

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Subrecipient Agreement with Clackamas County Children's Commission to provide Healthy Family Services. CCCC is the only certified provider of Healthy Family services in Clackamas County. Healthy Families Oregon (HFO) is an evidence-based, voluntary, home visiting program nationally accredited by Healthy Families America (HFA). HFO contributes to economic prosperity of Oregon by preventing child abuse and neglect, promoting healthy child development, improving family self-sufficiency, and helping parents prepare their children for kindergarten.

This Subrecipient Grant Agreement is funded by Oregon Department of Education Early Learning Division and is effective upon signature by all parties for services starting on October 1, 2021 and terminating on September 30, 2023. This Agreement has a maximum value of \$1,978,864.

RECOMMENDATION:

Staff recommends Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign.

Respectfully submitted, Rodney Cook

Rodney A. Cook, Director

Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON FEDERAL SUBRECIPIENT GRANT AGREEMENT – 22-021

Program Name: Healthy Families

Program/Project Number: HFO GF:400322480/Title IV 400322481/Medicaid 400322482/SSA 400322485

This Agreement is between <u>Clackamas County, Oregon</u>, acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division ("COUNTY") and <u>Clackamas County Children's Commission</u> ("SUBRECIPIENT"), an Oregon Non-profit Organization.

COUNTY Data	
Grant Accountant: Joseph Rosevear	Program Manager: Dani Stamm Thomas
Clackamas County Finance	Children, Family & Community Connections
2051 Kaen Road	112 11 th Street
Oregon City, OR 97045	Oregon City, OR 97045
(503) 742-5429	(971) 288-8264
jrosevear@clackamas.us	dstammthomas@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Carlos Valles	Program Representative: Darcee Kilsdonk
Clackamas County Children's Commission	Clackamas County Children's Commission
16518 SE River Road	16518 SE River Road
Milwaukie, OR 97267	Milwaukie, OR 97267
(503) 675-4565	(541) 314-3624
carlosv@clackcokids.org	darceek@clackcokids.org
FEIN: 93-0624672	

RECITALS

- 1. SUBRECIPIENT is currently the only certified provider of Healthy Family services in Clackamas County. The Healthy Family Program ("Program") promotes the development of healthy, thriving children, and strong, nurturing families, typically initiated prenatally and at the time of birth with high risk families, and following the Healthy Families America program Model.
- 2. SUBRECIPIENT will provide community-based services designed to increase the strength and stability of high risk families, prenatally through their child's third birthday, and in some cases include a transition period following the child's birthday. Services range from universal basic short-term services, to long-term intensive home visitation for high risk families.
- 3. This subrecipient grant agreement ("Agreement") is funded by Oregon Department of Education, Early Learning Division for the Healthy Families Oregon program.
- 4. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Agreement, 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 approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for eligible expenses, approved in writing by COUNTY and relating to the Program, incurred no earlier than October 1, 2021 and not later than September 30, 2023, 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.
- Program. The Program is described in Attached Exhibit A-1: SUBRECIPIENT Scope of Work. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
- 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 comply with the requirements set by Oregon Department of Education Early Learning Division ("ELD") that is the source of federal grant funding, in addition to compliance with requirements of Title 45 of the Code of Federal Regulations ("CFR"), Part 96.70-96.74, Sub-Part G. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, ELD, together 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 or Federal funding requirements.
- 4. **Grant Funds**. COUNTY's funding for this Agreement is as follows: The maximum, not to exceed, grant amount that the COUNTY will pay is **\$1,978,864.00**.
 - State of Oregon, Department of Education, Early Learning Division:
 - Oregon State General Fund: \$1,341,176
 - o Federal Title IV-B2 for family Support, Assistance Listing #93.556: \$169,960
 - o Medicaid funding from Oregon Health Authority: \$276,185
 - State of Oregon Student Success Act funds: \$191,543
- 5. **Disbursements**. This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D: Financial Reporting and Reimbursement Request.

Failure to comply with the terms of this Agreement may result in withholding of payment.

- 6. 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 except for the final payment. The final request for payment must be submitted to COUNTY no later than fifteen (15) days after the end 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.
- 7. **Termination**. This Agreement may be suspended or terminated for cause or convenience prior to the expiration of its term by:
 - a) Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;

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- b) Mutual agreement by COUNTY and SUBRECIPIENT.
- c) Written notice provided by COUNTY that state or federal funds are no longer available.
- d) 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 of ESG funds shall remain with COUNTY.

- 8. **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.

- 9. Funds Available and Authorized. COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. 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.
- 10. **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 this Agreement.
- 11. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
 - a) That it is described in Section 501(c) of the Internal Revenue Code of 1954;
 - b) That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
 - c) That it has an accounting system and a voluntary board; and
 - d) That it practices nondiscrimination in the provision of assistance to the homeless.
- 12. **Administrative Requirements**. SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
 - a) Applicability of Federal Law. COUNTY intends that all or a portion of the consideration paid to SUBRECIPIENT will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Department of Health and Human Services ("DHHS"). This Agreement is subject to the additional terms and conditions required by federal law for a federal award.
 - b) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles ("GAAP") or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and 45 CFR Part 75, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources

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documentation for all costs incurred.

- c) 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 the County within 15 days.
- d) **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.
- e) 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 SUBRECIPIENT.
- f) Budget. SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or this Agreement.
- g) Indirect Cost Recovery. SUBRECIPIENT has been assigned a maximum indirect cost rate of 9.5% on State General funding, which has been approved for use by SUBRECIPIENT by the Oregon Department of Education and incorporated by reference into Exhibit B: Subrecipient Program Budget.
- h) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i) Rights to Inventions Made Under a Contract or Agreement. If SUBRECIPIENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under this Agreement, SUBRECIPIENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued DHHS.
- j) **Allowable Uses of Funds**. SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement.
- k) Period of Availability. SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- I) Match. Matching funds are not required for this Agreement.
- m) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D: Financial Reporting and

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Reimbursement Request. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.

- n) Performance and Financial Reporting. SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit A-2: Performance Reporting Schedule and Work Plan Quarterly Report. SUBRECIPIENT must submit Financial Reports as specified in Exhibit D: Financial Reporting and Reimbursement Request. All reports must be submitted on the templates provided by COUNTY, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- O) 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 200.343—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 15 calendar days after the end date of this agreement.
- p) Universal Identifier and Contract Status. SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System ("DUNS") as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at http://www.sam.gov.
- q) Suspension and Debarment. SUBRECIPIENT shall comply with applicable rules regarding suspension and debarment including, but not limited to, 2 CFR Part 180.220 and 925. 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.
- r) **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, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- s) 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

- t) 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 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.
- u) **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 following the Program end date (September 30, 2023), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- v) Fiduciary Duty. SUBRECIPIENT acknowledges that it has read the award conditions and certifications, 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 COUNTY, as grantee, under those grant documents.
- a) Failure to Comply. SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, terminate this Agreement and all associated amendments, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.

13. 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, 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 as applicable to SUBRECIPIENT.
- b) 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.

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- c) 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 the agreement.
- d) Conflict Resolution. If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.
- e) Confidential Information Definition. SUBRECIPIENT acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to the State of Oregon or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal identifiable information, as that term is used in ORS 646A.602(11), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively "Confidential Information").
- Nondisclosure. SUBRECIPIENT agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care SUBRECIPIENT uses in maintaining the confidentiality of its own confidential information. SUBRECIPIENT may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Program activities and SUBRECIPIENT must advise each of its employees and agents of these restrictions. SUBRECIPIENT must assist the State of Oregon in identifying and preventing any unauthorized use or disclosure of Confidential Information. SUBRECIPIENT must advise COUNTY immediately if SUBRECIPIENT learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. SUBRECIPIENT must, at its expense, cooperate with COUNTY and the State of Oregon in seeking injunctive or other equitable relief, in the name of the State of Oregon, COUNTY or SUBRECIPIENT, to stop or prevent any use or disclosure of Confidential Information. At the State of Oregon or COUNTY's request, SUBRECIPIENT must return or destroy any Confidential Information, If the State of Oregon or COUNTY requests SUBRECIPIENT to destroy any Confidential Information, SUBRECIPIENT must provide COUNTY and the State of Oregon with written assurance indicating how, when and what information was destroyed.
- 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:
 - 2) Procure a commercial sex act during the period of time the award is in effect; or
 - 3) Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

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

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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.

- i) Clean Air Act. If this Agreement is in excess of \$150,000, SUBRECIPIENT certifies that it and all subcontractors will 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. SUBRECIPIENT shall include these requirements in all contracts with subcontractors receiving more than \$150,000.
- j) Whistleblower Protection. SUBRECIPIENT must comply with 41 USC § 4712, Program for Enhancement of Employee Whistleblower Protection. SUBRECIPIENT must inform contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.
- k) Smoking Prohibitions. SUBRECIPIENT must comply with Title XII of Public Law 103-227, the "PROKIDS Act of 1994," which mandates smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

14. 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 in excess of \$5,000 must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements are excluded from this provision.
- b) 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. SUBRECIPIENT shall follow chapter 244 of the Oregon Government Ethics Law relating to conflicts of interest. Contractors that develop or draft specifications, requirements, statements of work, and/or solicitations for proposals for a proposed procurement shall be excluded 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.
- c) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.

15. General Agreement Provisions.

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- 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.
- a) Indemnification. SUBRECIPIENT agrees to indemnify 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 performance under this Agreement including, but not limited to, any claim by a State or Federal funding source 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.
- b) **Insurance**. During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) Commercial General Liability. SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, 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, commissioners, 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 COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability**. Automobile liability insurance covering SUBRECIPIENT's business use 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.
 - 3) **Professional Liability**. If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of COUNTY, its officers, commissioners 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.
 - 4) 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.
 - 5) Additional Insured Provisions. All liability insurance, except for professional liability, workers' compensation, network security and private liability (if applicable), required under this Agreement must include an additional insured endorsement specifying

- "Clackamas County, its agents, officers, and employees" as an additional insured, but only with respect to SUBRECIPIENT's activities under this agreement.
- 6) Abuse and Molestation. SUBRECIPIENT shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are 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 the SUBRECIPIENT is responsible including but not limited to SUBRECIPIENT's employees and volunteers. Policy endorsement's definition of an insured shall include the SUBRECIPIENT, and the SUBRECIPIENT'S employees and volunteers. 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. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.
- 7) **Excess/Umbrella Insurance.** A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.
- 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 Aor better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 9) Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
- 10) 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 Aor better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 11) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. 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.
- 12) **Tail Coverage.** If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least twenty-four (24) months, SUBRECIPIENT shall maintain either tail coverage or continuous claims make liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (1) SUBRECIPIENT's completion and State's acceptance of all Services required under this Agreement, or, (2) termination of this Agreement by either party according to

Section 7, above, or, (3) the expiration of all warranty periods provided under this Agreement.

- 13) **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.
- 14) **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.
- 15) **Waiver of Subrogation**. SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) Assignment. SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the 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 facsimile transmission, with the original to follow by regular mail; or, (4) 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 is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- 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.
- 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.

Clackamas County Children's Commission – Healthy Families Federal Subrecipient Grant Agreement – 22-021 Page 12 of 26

- 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.
- 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.

(Signature Page Follows)

SUBRECIPIENT

Exhibit A-2:

Exhibit B:Exhibit C:

Exhibit D:

Exhibit E:Exhibit F:

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 County Children's Commission 16518 SE River Road Milwaukie, OR 97267	Commissioner Tootie Smith, Chair Commissioner Sonya Fischer Commissioner Paul Savas Commissioner Martha Schrader Commissioner Mark Shull				
Darces Kilsdonk	Signing on behalf of Clackamas County:				
By: Darces Kilsdonk Darcee Kilsdonk, Executive Director	By: Tootie Smith, Board Chair Clackamas County				
Dated: 02.10.2022	Dated:				
	Approved as to form: Andrew Naylor – Legal Counsel				
Folkikit A. A. Ookus sinisus Oo SMA	Dated: 02/14/2022				
 Exhibit A-1: Subrecipient Scope of Work 					

Financial Reporting and Reimbursement Request

Performance Reporting Schedule

Federal Terms and Conditions

Program Budget

Lobbying Certificate

Final Financial Report

EXHIBIT A-1 SUBRECIPIENT SCOPE OF WORK

BACKGROUND AND GOALS

Healthy Families Oregon ("HFO") is an evidence-based, voluntary, home visiting program nationally accredited by Healthy Families America ("HFA"). HFO contributes to the economic prosperity of Oregon by preventing child abuse and neglect, promoting healthy child development, improving family self-sufficiency, and helping parents prepare their children for kindergarten.

HFO's aims to:

- Prevent the incidence of child abuse and neglect;
- Increase school readiness;
- Improve health outcomes for children and families;
- Build trusting, nurturing relationships with parents;
- · Teach parents to identify strengths and utilize problem-solving skills; and
- Improve families' support systems through linkages and appropriate referrals to community services.

HFO services begin early, during pregnancy or shortly after the birth of a baby, and can last up to 3 years. Parents are voluntarily assessed by HFO Eligibility Screeners to determine eligibility for the program. Parents having factors that place their children at risk of abuse and neglect, and who live in SUBRECIPIENT's Service Delivery Area are invited to participate in the program. The families who volunteer to participate are connected with a trained, SUBRECIPIENT-provided Home Visitor. Eligible families who do not volunteer cannot be offered services due to full caseloads, and families who are not eligible will be offered referrals to community resources as needed. Families who participate receive weekly Home Visits that decrease in frequency as families increase protective factors and make progress toward providing a safe, healthy, and stable environment for their children.

Strong community partnerships are necessary to provide families with additional services such as child care, mental health counseling, substance abuse treatment, domestic violence intervention and access to basic needs such as food, housing and clothing.

DEFINITION OF TERMS

HFO Eligibility Screeners: SUBRECIPIENT staff who administer the New Baby Questionnaire ("NBQ") with pregnant mothers and parents soon after the birth of their baby.

Healthy Families America ("HFA"): The signature program of Prevent Child Abuse America, theoretically rooted in the belief that early, nurturing relationships are the foundation for life-long, healthy development. Interactions between direct service providers and families are relationship-based, designed to promote positive parent-child relationships and healthy attachment that is strength-based, family centered, culturally sensitive and reflective. HFA is the home visiting model by which all HFO sites are accredited.

Healthy Families Oregon ("HFO"): An accredited multi-site state system with HFA and Oregon's largest child abuse prevention program that empowers parents to be their child's best teacher from the very start.

Home Visit: A face-to-face interaction that occurs between the family and the Home Visitor. The goal of the Home Visit is to promote positive parent-child interaction, healthy childhood growth and development, and enhance family functioning.

Home Visitors: SUBRECIPIENT staff who provide parent education and support to parents, in the parents' homes. HFA calls these direct service staff, "Family Support Specialists."

Service Delivery Area: The defined geographic area described in SUBRECIPIENT's Grant application in which SUBRECIPIENT offered to provide HFO services.

PROGRAM ACTIVITES

COUNTY will disburse award funds only for the costs of Program activities that occur, including expenses incurred, during the term of this Agreement.

- **1. EQUITY REQUIREMENT.** In support of Oregon State, Early Division's equity policy, SUBRECIPIENT will ensure all Program activities consider equity by ensuring the following:
 - SUBRECIPIENT's entire organization works to build a climate that promotes acceptance, inclusion and respect of all individuals;
 - SUBRECIPIENT's staff understands the communities they serve, in a non-static manner, including the communities' cultures, values, norms, histories, customs, and particularly types of discrimination, marginalization and exclusion they face in this country;
 - SUBRECIPIENT must apply that knowledge to services they provide under this Agreement in a responsive, non-limiting and non-stereotyping manner;
 - Whenever possible, SUBRECIPIENT must interact with service users according to their preferred cultural norms including social greetings, family conventions, dietary preferences, welcoming culture, healing beliefs and spiritual needs;
 - SUBRECIPIENT's staff engage in continuous learning about their own biases, assumptions and stereotypes that limit their ability to be culturally-responsive, and to understand how these biases affect their work with service users; and
 - SUBRECIPIENT uses data concerning needs, demographics and risks of the community in the determination of which populations to target and prioritize for services.

2. PROGRAM STANDARDS.

- a. Manuals. SUBRECIPIENT shall implement the HFO program and provide services according to the HFA best practice standards (the "BPSs"), the HFO Program Policies and Procedures Manual (the "PPPM,"), and minimum standards set forth in ORS 417.795 and OAR 414-525-0005 through 414-525-0015 (individually and collectively, the "Guidelines"). SUBRECIPIENT must meet the statewide performance and outcome indicators outlined in the Healthy Families PPPM and implement the HFO program in accordance with the PPPM and Healthy Families America BPSs. Any new subcontracted providers of Healthy Families Services (providers that have not previously provided such services) must make progress toward full compliance with ORS 417.795 as operationalized by the PPPM.
- b. **Background Checks**. SUBRECIPIENT shall conduct appropriate, legally permissible and mandated inquiries of state or provincial criminal history records on all prospective employees and volunteers who will have direct contact with children and/or access to data involving children, i.e., assessment staff, Home Visitors, supervisors and program managers.
- c. **Mandatory Reporting**. All HFO staff are mandatory reporters, and must report any suspected abuse or neglect of a minor, following their local policy and Oregon DHS direction: http://www.oregon.gov/DHS/ABUSE/Pages/mandatory report.aspx.
- **3. HFO SPECIFIC ACTIVITIES.** SUBRECIPIENT must undertake the specific Program activities described below, but may include additional activities described in the Guidelines above. SUBRECIPIENT must undertake any activities required in the Guidelines to the same extent as those activities set forth below. SUBRECIPIENT is expected to be familiar with the requirements of the Guidelines and to fulfill those obligations, whether or not they are specifically set forth below. SUBRECIPIENT must:
 - a. Assure each Home Visitor achieves at least 95% of the minimum number of expected level of caseload points.
 - b. Collaborate with other Home Visit providers in the Service Delivery Area by:

- (i) Identifying and building upon existing services for families in the Service Delivery Area and prioritizing additional services if needed (e.g., mental health, addiction, intimate partner violence, and early intervention). If necessary, and to the extent resources are available, COUNTY may provide technical assistance to promote improved collaboration. SUBRECIPIENT must document any referrals provided to a client in a Home Visit;
- (ii) Participating in local Early Learning HUB and other community efforts to implement supports and services towards the achievement of desired outcomes, working to maximize the effective use of available resources and to avoid duplication of services in the Service Delivery Area;
- (iii) Participating in an independent statewide program evaluation by submitting evaluation form to the statewide evaluation team and entering data identified by ELD into the HFO data system;
- (iv) Ensuring SUBRECIPIENT's Program Managers (supervisors and appropriate staff when resources allow) attending statewide trainings for Healthy Families Services at annual meeting;
- (v) Ensuring SUBRECIPIENT's Program Managers (and supervisors when requested by ELD) attending all scheduled monthly HFO virtual meetings.
- (vi) Developing a site specific procedure manual, based off of the HFO PPPM, to further specify local service delivery procedures.
- c. SUBRECIPIENT's HFO staff that perform Medicaid administrative activities will participate in the Medicaid Administrative Claiming program, which includes:
 - (i) Attending training prior to completing any Random Time Study ("RTS") (see B below) in accordance with OHA or coordinated through the State of Oregon;
 - (ii) Each staff person completing the Medicaid Administrative Claiming ("MAC") training, each year.
 - (iii) Participating in required RTS during the four dates randomly selected as required by OHA each quarter. COUNTY will notify SUBRECIPIENT within 5 working days of when each RTS day will be. Typical activities that will be recorded include, but are not limited to:
 - A. Outreach activities to inform families about health services and benefits;
 - B. Referral, coordination, monitoring and training of Medicaid/OHP covered services;
 - C. Medicaid/OHP transportation and translation services;
 - D. Program planning, policy development/interagency coordination related to Medicaid/OHP services.
 - E. Counseling Medicaid/OHP eligible families that they are free to accept or reject Medicaid/OHP services and to receive such service from an enrolled provider of their choice unless otherwise restricted by OHA to an OHP provider.
- d. Utilizing the Activity Codes provided by the State of Oregon for identifying MAC activities performed and using the time study methodology to document the time spent on all activities performed during the randomly selected dates for each quarter period.
- e. Complying with all requirements of 42 CFR 434.6, as applicable.

Clackamas County Children's Commission – Healthy Families Federal Subrecipient Grant Agreement – 22-021 Page 17 of 26

- **4. FAMILY SUPPORT SPECIFIC SERVICE.** Funds derived from federal Family Support Funds under Title IV-B(2) must be used by SUBRECIPIENT to provide HFO services, as described in this Agreement, to eligible families in the service delivery Area, that:
 - a. Provide community-based services that promote the well-being of children and families and are designed to increase the strength and stability of families (including adoptive, foster, and extended families), to increase parents' confidence and competence in their parenting abilities, to afford children a safe, stable and supportive family environment, to strengthen parental relationships and promote healthy marriages, and otherwise to enhance child development; and
 - b. Are (1) family-focused and targeted to the family and not only the child or other individual family member(s); (2) focused on at-risk families so that the services will have an impact on the population that would otherwise require services from DHS; and (3) focus on child welfare (not educational needs or other services which are the responsibility of other agencies); and
 - c. Are NOT used for family preservation or family reunification services, as these are services provided by DHS.
 - d. Comply with the additional federal requirements applicable to Title IV-B2 Family Support Services funds pursuant to 42 USC 629 et seq., including but not limited to: maintaining and providing to Agency such documentation as Agency will require to comply with federal reporting requirements, 45 CFR Part 92, and the limitations on the use of Title IV-B2 funds in 42 USC 629d.
- **5. EQUITY ACTIVITIES**. SUBRECIPIENT must use the equity goals in its Program Goal Plan to create an equity work plan outlining the equity domains to be addressed and demonstrating how the demographic analysis from the previous grant period informs the equity of the Program activities under this Agreement. In addition, SUBRECIPIENT must ensure that all staff providing services to historically underserved populations complete equity training approved by COUNTY and submit training certificates or other documentation to COUNTY evidencing that the training was completed.

Clackamas County Children's Commission – Healthy Families Federal Subrecipient Grant Agreement – 22-021 Page 18 of 26

EXHIBIT A-2 PERFORMANCE REPORTING SCHEDULE

- SUBRECIPIENT must submit a monthly Performance Report (to be provided by Oregon Department of Education; "ODE"), to COUNTY Program Manager no later than the 15th day of the following month. It should accompany the Fiscal Report and Reimbursement Request.
- 2. SUBRECIPIENT must submit a quarterly Performance Report to COUNTY Program Manager, no later the 15th day of the month following the end of the calendar quarter. Quarterly reports must be submitted electronically on the Healthy Families Work Plan Quarterly Reporting document template (*to be provided by ODE*). The Final Performance Report should be submitted no later than October 15, 2023.
- 3. The Demographic Report should be completed every 6 months, until which time ODE establishes a database for Healthy Families program reporting.

In addition to the Quarterly Performance Reports, SUBRECIPIENT must notify COUNTY Program Manager of developments that have a significant impact on the grant supported activities. SUBRECIPIENT must inform COUNTY Program Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

Clackamas County Children's Commission – Healthy Families Federal Subrecipient Grant Agreement – 22-021 Page 19 of 26

EXHIBIT B

PROGRAM BUDGET

			BIT B: PROGRA							
Organization: Clackamas County Children's			JII D. I IKOOKA	WI DODGET						
Funded Program Nam Healthy Families	OII									
Program Contact: Rosie Torres										
Agreement Term: October 1, 2021-Sept 30, 20	122									
Approved Award Budget Categories		Approved ODE Early Learning Division		Approved Title IV B-2	Medicaid		SSA Funds		Total Approved Budget	
Personnel (List salary, FTE & Fringe costs for each p	osition)									
Healthy Families GF Staff (4.43 FTE)	, , ,	\$	1,175,247.58						\$	1,175,247.58
Healthy Families Title VI B-2 Staff (1 FTE)			, ,, ,,	\$ 169,960.00					\$	169,960.00
Healthy Families Medicaid Staff (.57 FTE)					\$	158,616.60			\$	158,616.60
Healthy Families SSA Home Visitors (1 FTE)							\$	191,543.00	\$	191,543.00
Total Personnel Services		\$	1,175,247.58	\$ 169,960.00	\$	158,616.60	\$	191,543.00	\$	1,695,367.18
Administration										
Administrative Overhead (ELD general fund 9.5%)		\$	89,620.42						\$	89,620.42
									\$	-
Total Adminstration			89,620.42	\$ -	\$	•	\$	-	\$	89,620.42
<u>Supplies</u>										
Materials and supplies, family support meetings, phor	ne, copies,	\$	300.00		\$	71,181.00			\$	71,481.00
Office space, office supplies, maintenance, insurance	Э	\$	60,000.00						\$	60,000.00
Translation					\$	7,584.00			\$	7,584.00
									\$	-
Travel and Training									\$	-
Mileage		\$	16,008.00		\$	12,528.40			\$	28,536.40
Professional Development					\$	16,300.00			\$	16,300.00
Conference/T raining					\$	9,200.00			\$	9,200.00
Additional (please specify)									\$	-
Welcome Baby Packets					\$	600.00			\$	600.00
Ancillary supplies (diapers, books, safety supplies, gas cards,					\$	175.00			\$	175.00
Total Programmatic Costs			76,308.00	\$ -	\$	117,568.40	\$		\$	193,876.40
Total Budget		\$	1,341,176.00	\$ 169,960.00	\$	276,185.00	\$	191,543.00	\$	1,978,864.00

Clackamas County Children's Commission – Healthy Families Federal Subrecipient Grant Agreement - 22-021 Page 20 of 26

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 seg.)].

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 intro. 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 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.

Clackamas County Children's Commission	Healthy Families Program
Organization Name	Award Number or Project Name
Darcee Kilsdonk, Executive Director	
Name and Title of Authorized Representative	
Signature	Date

EXHIBIT D Financial Reporting and Reimbursement Request

EXHIBIT D Fiscal Report and Reimbursement Request											
Organization: Clackamas County Childre	en's Commission		Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:								
unded Program Name: Healthy Families	Claim Period		Request for Reimbursement with an authorized signature								
Program Contact: Rosie Torres	Ciaim Period		2. General Ledg	er backup to sup	port the requested	amount					
Agreement Term: October 1, 2021- June 30	, 2023										
Approved Award Budget Categories	Approved ODC Early Learning Division	Approved Title IV B-2	Approved Medicaid (MAC earnings)	Approved SSA Funds	Total Approved Budget	Current Expenditure State GF	Current Expenditure Title IV B-2	Current Expenditure Medicaid	Current Expenditure SSA	Previously Requested	Balance Remaining
Personnel (List salary, FTE & Fringe costs for											
Healthy Families GF Staff (4.43 fte)	\$ 1,028,341.63				\$ 1,028,341.63					\$ -	\$ 1,028,341.63
Healthy Families Title VI B-2 Staff (1 fte)		\$ 148,715.00			\$ 148,715.00					\$ -	\$ 148,715.00
Healthy Families Medicaid Staff (.57 fte)			\$ 141,267.91		\$ 141,267.91					\$ -	\$ 141,267.91
Health Families SSA Home Visitors (1 fte)				\$ 167,599.93	\$ 167,599.93					\$ -	\$ 167,599.93
Total Personnel Services	\$ 1,028,341.63	\$ 148,715.00	\$ 141,267.91	\$ 167,599.93	\$ 1,485,924.47	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,485,924.47
Administration											
Administrative Overhead (ELD general fund 9.5%)	\$ 78,417.87				\$ 78,417.87					\$ -	\$ 78,417.87
Total Adminstration	\$78,417.87	\$0.00	\$0.00	\$0.00	\$78,417.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,417.87
Supplies											
Materials and supplies, family support meetings,											
phone, copies, advisory meetings, etc.	\$ 262.50		\$ 62,283.37		\$ 62,545.87					\$ -	\$ 62,545.87
Office space, supplies, maintenance, insurance	\$ 52,500.00				\$ 52,500.00					\$ -	\$ 52,500.00
Translation			\$ 6,636.00		\$ 6,636.00					\$ -	\$ 6,636.00
					\$ -					\$ -	\$ -
Travel and Training					\$ -					\$ -	\$ -
Mileage	\$ 14,007.00		\$ 10,962.40		\$ 24,969.40					\$ -	\$ 24,969.40
Professional Development			\$ 14,262.50		\$ 14,262.50					\$ -	\$ 14,262.50
Conference/Training			\$ 8,050.00		\$ 8,050.00					\$ -	\$ 8,050.00
Additional (please specify)					\$ -					\$ -	\$ -
Welcome Baby Packets			\$ 525.00		\$ 525.00					\$ -	\$ 525.00
Ancillary supplies (diapers, books, safety,			\$ 153.12		\$ 153.12					\$ -	\$ 153.12
Total Programmatic Costs	\$ 66,769.50		\$ 102,872.39		\$ 169,641.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 169,641.89
Total Grant Costs	\$ 1,173,529.00	\$ 148,715.00	\$ 244,140.30	\$ 167,599.93	\$ 1,733,984.23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,733,984.23

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

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 Healthy Families Agency Services Contract. 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).

	EXHIBIT D Fiscal Report and Reimbursement Request											
Organization: Clackamas County Children's Commission Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:												
unded Program Name: Healthy Families	Claim Period		1. Request for Reimbursement with an authorized signature									
Program Contact: Rosie Torres	Ciaiiii Periou		2. General Ledg	General Ledger backup to support the requested amount								
Agreement Term: July 1 '23 - Sept 30 '23												
Approved Award Budget Categories	Approved ODE Early Learning Division	Approved Title IV B-2	Approved Medicaid (MAC earnings)	SSA Funds	Total Approved Budget	Current Expenditure State GF	Current Expenditure Title IV B-2	Current Expenditure Medicaid	Current Expenditure SSA	Previously Requested		alance maining
Personnel (List salary, FTE & Fringe costs for												
Healthy Families GF Staff (4.43 fte)	\$ 146,905.95				\$ 146,905.95					\$ -	\$	146,905.95
Healthy Families Title VI B-2 Staff (1 fte)	,	\$ 21,245.00			\$ 21,245.00					\$ -	\$	21,245.00
Healthy Families Medicaid Staff (.57 fte)			\$ 17,348.69	\$ 23,942.85	\$ 41,291.54					\$ -	\$	41,291.54
Health Families SSA Home Visitors (1 fte)				\$ -	\$ -					\$ -	\$	-
, ,												
Total Personnel Services	\$ 146,905.95	\$ 21,245.00	\$ 17,348.69	\$ 23,942.85	\$ 209,442.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$	209,442.49
Administration												
Administrative Overhead (ELD general fund 9.5%)	\$ 11,202.55				\$ 11,202.55					\$ -	\$	11,202.55
Total Adminstration	\$11,202.55	\$0.00	\$0.00	\$0.00	\$11,202.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$	11,202.55
<u>Supplies</u>												
Materials and supplies, family support meetings,												
phone, copies, advisory meetings, etc.	\$ 37.50		\$ 8,897.63		\$ 8,935.13					\$ -	\$	8,935.13
Office space, supplies, maintenance, insurance	\$ 7,500.00				\$ 7,500.00					\$ -	\$	7,500.00
Translation			\$ 948.00		\$ 948.00					\$ -	\$	948.00
					\$ -					\$ -	\$	-
Travel and Training					\$ -					\$ -	\$	-
Mileage	\$ 2,001.00		\$ 1,566.00		\$ 3,567.00					\$ -	\$	3,567.00
Professional Development			\$ 2,037.50		\$ 2,037.50					\$ -	\$	2,037.50
Conference/Training			\$ 1,150.00		\$ 1,150.00					\$ -	\$	1,150.00
Additional (please specify)					\$ -					\$ -	\$	-
Welcome Baby Packets		-	\$ 75.00	-	\$ 75.00					\$ -	\$	75.00
Ancillary supplies (diapers, books, safety,			\$ 21.88		\$ 21.88					\$ -	\$	21.88
Total Programmatic Costs	\$ 9,538.50	\$ -	\$ 14,696.01	\$ -	\$ 24,234.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$	24,234.51
Total Grant Costs	\$ 167,647.00	\$ 21,245.00	\$ 32,044.70	\$ 23,942.85	\$ 244,879.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$	244,879.55

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 Healthy Families Agency Services Contract. 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 County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of the Subrecipient that are pertinent to this Agreement.

EXHIBIT E

FEDERAL TERMS AND CONDITIONS

FEDERAL FUNDS

If sp	specified below, COUNTY's payments to SUBRECIPIENT under this Agreement will be paid in whole or in part by funds received by COUNTY from the State of Oregon passed-through from the United States Federal Government. If so specified then SUBRECIPIENT, by signing this Agreement, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.						
	1.	Payments \boxtimes will \square will not be	made in whole or in part with fed	eral funds.			
In a		nce with the State Controller's O etermined:	regon Accounting Manual, policy	30.40.00.102, COUNTY			
	2.	☐ Grantee is a subrecipient	☐ Grantee is a contractor	☐ Not applicable			
Fed	State		nds to be paid through this Agree lle through this agreement are no				

FEDERAL PROVISIONS

- a) The use of all federal funds paid under this Agreement are subject to all applicable federal regulations, including the provisions described below. All terms and conditions required under applicable federal law for a federal reward including, but no limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
- b) SUBRECIPIENT must ensure that any further distribution or payment of the federal funds paid under this Agreement by means of any contract, subgrant, or other agreement between SUBRECIPIENT and another party for the performance of any of the activities of this Agreement, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Agreement.
- c) SUBRECIPIENT must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Agreement.

In accordance with Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, the following provisions apply to this Agreement, as applicable.

For purposes of these provisions, the following definitions apply:

- 3. "Contract" means this Agreement or any contract or subgrant funded by this Agreement.
- 4. **"Contractor"** and **"Subrecipient"** and **"Non-Federal entity"** mean SUBRECIPIENT or SUBRECIPIENT's contractors or subgrantees, if any.

SUBRECIPIENT must include all provisions of Appendix II to 2 CFR Part 200 in all contracts SUBRECIPIENT issues that are funded by this Agreement. These include but are not limited to the following:

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address

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administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (F) If the Contract is in excess of \$150,000, Contractor certifies that it and all subcontractors will 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. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.

If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

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- (F) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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 Order 12549.
- (G) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See §200.322 Procurement of recovered materials: https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=92b159d8a4db712007ed9d36214ee0ec&mc=true&n=pt2.1.200&r=PART&ty=HTML#se2.1.200 1322.

(K) Audits.

- i. SUBRECIPIENT must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- ii. If SUBRECIPIENT receives federal awards in excess of \$750,000 in a fiscal year, SUBRECIPIENT is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to COUNTY within 30 days of completion.
- (L) Whistleblower. SUBRECIPIENT must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. SUBRECIPIENT must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

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EXHIBIT F FINAL FINANCIAL REPORT

Project Name: Healthy Families	Agreement #: 22-021						
Federal Award #:	Date of Submission: XX/XX/XX						
Subrecipient: Clackamas County Children's Commission							
Has Subrecipient submitted all requests for reimb	oursement? <mark>Y/N</mark>						
Has Subrecipient met all programmatic closeout requirements? Y/N							
Final Finan Report of Funds received, expended, and report	•						
Total Federal Funds authorized on this agreement:							
Year-to-Date Federal Funds requested for reimbursement on this agreement:							
Total Federal Funds received on this agreement:							
Total non-Federal Funds authorized on this agreement:							
Total non-Federal Funds requested for reimbursement on this agreement:							
Total non-Federal Funds received on this agreement:							
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 be expenditures, disbursements and cash receipts are for the purpose Federal award. I am aware that any false, fictitious, or fraudulent in criminal, civil or administrative penalties for fraud, false statements Title 31, Sections 3729-3730 and 3801-3812).	es and objectives set forth in the terms and conditions of the nformation, or the omission of any material fact, may subject me to						
Subrecipient's Certifying Official (printed):	 						
Subrecipient's Certifying Official (signature):	······································						
Subrecipient's Certifying Official's title:							