

July 8, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Intergovernmental Subrecipient Agreement with City of Oregon  
City/Pioneer Center to Provide Social Services for  
Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement with the City of Oregon City/Pioneer Center to provide Older American Act (OAA) funded services for persons in the Oregon City/West Linn service area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$185,963. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; and various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act (OAA) Ride Connection pass-through funds and Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2021 and terminates on June 30, 2022
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>County Counsel</b>	1. Date of Counsel review: 5/27/21 2. Initials of County Counsel performing review: AN
<b>Procurement Review</b>	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #10202; Subrecipient #22-009

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the City of Oregon City/Pioneer Center to provide Older American Act (OAA) funded services for persons living in the Oregon City/West Linn area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and active in the community.

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July 8, 2021

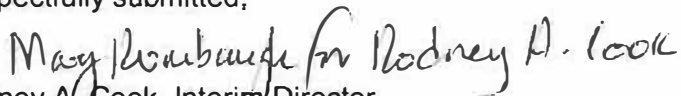
In December 2015 Social Services issued a Notice of Funding Opportunity (NOFO) for a Subrecipient to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for additional years. No agency other than City of Oregon City/Pioneer Center showed an interest in providing these services in the Oregon City/West Linn area, so an Intergovernmental Subrecipient agreement with the City of Oregon City/Pioneer Center was negotiated. This is the fifth and final agreement under this NOFO.

This agreement is effective July 1, 2021 and terminates on June 30, 2022. This agreement has been approved by County Council on May 27, 2021.

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and that Tootie Smith, Board Chair; or her designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

  
Rodney A. Cook, Interim Director  
Health Housing & Human Services

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 10202	<b>Division:</b> SS	<input checked="" type="checkbox"/> Subrecipient
<b>Board Order #:</b>	<b>Contact:</b> Reid, Stefanie	<input type="checkbox"/> Revenue
	<b>Program Contact:</b> Reid, Stefanie	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Thursday, July 1, 2021

**CONTRACT WITH:** 21-23 City of Oregon City-Pioneer Comm. Ctr.

**CONTRACT AMOUNT:** \$185,963.00

**TYPE OF CONTRACT**

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input checked="" type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

**DATE RANGE**

<input checked="" type="checkbox"/> Full Fiscal Year    7/1/2021 - 6/30/2022	<input checked="" type="checkbox"/> 4 or 5 Year    -
<input checked="" type="checkbox"/> Upon Signature    -	<input checked="" type="checkbox"/> Biennium    -
<input checked="" type="checkbox"/> Other    -	<input checked="" type="checkbox"/> Retroactive Request?    -

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Andrew Naylor    Date Approved: Thursday, May 27, 2021

OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** Brenda Durbin    Digitally signed by Brenda Durbin  
Date: 2021.06.04 09:23:08 -0700

Date: \_\_\_\_\_

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

<input checked="" type="checkbox"/>	New Agreement/Contract
	Amendment/Change Order Original Number _____

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Social Services

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** 21-23 City of Oregon City-Pioneer Comm. Ctr.

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_ **DATE:** 7/1/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Aging services subrecipient agreement for the delivery of community-based services to older adults in the Oregon City/West Linn area.

**H3S CONTRACT NUMBER:** 10202

## **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is entered into as of **July 1, 2021** ("Effective Date") by and between **Clackamas County Health, Housing and Human Services, Social Services Division** ("Covered Entity") and **City of Oregon City; Pioneer Community Center** ("Business Associate") in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations ("HIPAA").

### **RECITALS**

**Whereas**, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

**Whereas**, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement ("Agreement");

**Whereas**, such information may be Protected Health Information ("PHI") as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

**Whereas**, the Parties agree to establish safeguards for the protection of such information;

**Whereas**, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

**Now, Therefore**, the parties hereby agree as follows:

### **SECTION I – DEFINITIONS**

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
  - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member's course and scope of employment or placement;
  - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
  - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Covered Entity" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 "Designated Record Set" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 "Effective Date" shall be the Effective Date of this Business Associate Agreement.

- 1.5 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.6 "Health Care Operations" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.7 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.8 "Individual" shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.9 "Individually Identifiable Health Information" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.10 "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.11 "Protected Information" shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity's behalf.
- 1.12 "Required by Law" shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.13 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.14 "Security Incident" shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.15 "Unsecured Protected Health Information" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

## **SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE**

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this

Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;

- 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
- 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

**SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:**

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,



- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
- a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
  - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

#### **SECTION IV – NOTICE OF PRIVACY PRACTICES**

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

#### **SECTION V – BREACH NOTIFICATION REQUIREMENTS**

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
  - b. In plain language including and to the extent possible:
    - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth,

home address, account number, diagnosis, disability code, or other types of information were involved);

- 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
- 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

c. By a method of notification that meets the requirements of 45 CFR §164.404(d).

d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.

5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

## **SECTION VI – TERM AND TERMINATION**

6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately

terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

### 6.3 Effect of Termination.

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

## SECTION VII – GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of

Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate's breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.

- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

*[Signature Page Follows]*

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

**Business Associate**  
**City of Oregon City;**  
**Pioneer Community Center**

**Covered Entity:**  
**Clackamas County**

By: Anthony J. Konkol  
Anthony Konkol

By: \_\_\_\_\_  
Rodney A. Cook

Title: City Manager

Title: Director, H3S

Date: 6-1-21

Date: \_\_\_\_\_

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 22-009**

This Agreement is between **Clackamas County** ("COUNTY"), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and **City of Oregon City** by and for its **Pioneer Community Center** ("SUBRECIPIENT"), a Municipal Corporation.

<b>Clackamas County Data</b>	
Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 <a href="mailto:suea@clackamas.us">suea@clackamas.us</a>	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 <a href="mailto:stefanierei@clackamas.us">stefanierei@clackamas.us</a>
<b>Subrecipient Data</b>	
Finance/Fiscal Representative: <b>Matt Zook</b>	Program Representative: <b>Kathy Wiseman</b>
Matt Zook, Finance Director 625 Center Str., P.O. Box 3040 Oregon City, OR 97045 503-657-0891 <a href="mailto:Mzook@orcitey.org">Mzook@orcitey.org</a>	Kathy Wiseman, Center Supervisor 615 Fifth Street Oregon City, OR 97045 503-657-8287 <a href="mailto:Kwiseman@orcitey.org">Kwiseman@orcitey.org</a>
FEIN: 93-6002230	DUNS: 00-246-1366

**RECITALS**

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Subrecipient Grant Agreement ("Agreement") 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 by both parties. Funds issued under this Agreement may be used to reimburse Subrecipient for eligible program services delivered no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. Eligible program services must be approved in writing by COUNTY as outlined in Exhibit 1 relating to the project. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services 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 including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, 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 a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Regulations ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$185,963**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services.

  - a. Grant Funds:** COUNTY's funding of **\$75,375** in grant funds for this Agreement is OAA funds (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit and **\$6,000** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
  - b. Other Funds.** COUNTY's funding of **\$42,000** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet; **\$2,075** in for Low Income Home Energy Assistance

application assistance outlined in this Agreement are issued to COUNTY from HEAT Oregon, an Oregon nonprofit organization; \$60,513 in Medicaid funds for Medicaid Home Delivered Meals issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written Instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
  
6. **Termination.** This Agreement may be suspended or terminated 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;
  - b. Mutual agreement by COUNTY and SUBRECIPIENT.
  - c. Written notice provided by COUNTY that one or more anticipated funding sources, including but not limited to ODHS/APD or the federal government, has determined funds are no longer available for this purpose.
  - 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.
  - e. Upon delivery of all contracted units or upon termination of this Agreement, unexpended balances of any funds shall remain with COUNTY.
  
7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
  - a. Has already accrued hereunder;
  - b. Comes into effect due to the expiration or termination of the Agreement; or
  - c. Otherwise survives the expiration or termination of this Agreement.
  
8. **Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving the awards described in section 4, above, together with any other appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.



9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the “OAA.”
  - b. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
  - c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - d. **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
  - e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period described in Section 1 of this Agreement.
  - f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
  - g. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time

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may budget modifications change the scope of the original grant application or Agreement.

- h. **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i. **Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (“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 <https://www.sam.gov>.
- n. **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards 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 <https://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 E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) 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, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-332. 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.
- r. Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this

Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, in accordance with 2 CFR 200.334-337.

- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, 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 Clackamas County, as grantee, under those grant documents.
- t. **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 grant 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, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY by law, in equity, or under this Agreement and all associated amendments.

#### **11. Compliance with Applicable Laws**

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **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.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.100) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (in accordance with 2 CFR

200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A.195 and 181A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Oregon Criminal History and Abuse Records Database system ("ORCHARDS") for SUBRECIPIENT's subject individuals as requested.

- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.

- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.

- 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:

- i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
- ii. Procure a commercial sex act during the period of time the award is in effect; or
- iii. 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 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. **Confidentiality of Client Information.**
  - i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the

responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

**12. SUBRECIPIENT Standard Terms and Conditions.** SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

**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 must receive prior written approval from County in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b. COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c. SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

- d. SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

**15. General Agreement Provisions.**

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
  
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify 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 breach of any term of this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose; or (2) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. 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.
  - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, Inc. ("Ride Connection") its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
  - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.
  
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- i. **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 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.
  - I. Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
  - II. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
  
- ii. **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
  - (a) Required for State of Oregon for OAA funded and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
  - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
  
- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
  - (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.



- (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
- (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
  - (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
  - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed onto the policy.
- v. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- vi. **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. The certificate will specify that all Insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- vii. **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.
- viii. **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.
- ix. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e. **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.
- f. **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.
- g. **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 without giving effect to the conflict of law provisions thereof. 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. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- h. **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.
- i. **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.
- j. **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.

- k. Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of fifteen (15) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Purpose, Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Congressional Lobbying Certificate
- Exhibit 8 Center Response from Previous Solicitation

*(signature page follows)*

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

**CLACKAMAS COUNTY**

Commissioner: Tootie Smith, Chair  
Commissioner: Sonya Fischer  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Mark Shull

**Signing on Behalf of the Board:**

By: \_\_\_\_\_  
Tootie Smith, Chair

Dated: \_\_\_\_\_

**Approved to Form:**

By: \_\_\_\_\_  
County Counsel

**City of Oregon City  
Pioneer Community Center**

By:   
Anthony Konkol, City Manager

Dated: 6-1-21

**Approved as to Content:**

By:   
Kathy Wiseman, Center Manager

Dated: 5/27/21

**Exhibit 1**  
**Scope of Work, Service Objectives, and Elements of Completion**

**1. PURPOSE OF THE SERVICES**

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older. The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

**2. DESCRIPTION OF SERVICES**

- a. CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
- i. Access & Assessments:**
    - (1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
    - (2) Utilize an approved County-wide standardized assessment/intake form.
    - (3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
    - (4) May be billed upon submission of assessment/intake form.
  - ii. Service Implementation & Monitoring:**
    - (1) Provide early identification of current or potential problem areas.
    - (2) Assess the need for changes/improvements in service.
    - (3) Identify any gaps/unmet needs.
    - (4) Review intervention results to determine if what was done achieved the desired result.
    - (5) Determine if services should be discontinued.
    - (6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- b. REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact

- c. INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
- i. Informal assessment of the client's needs.
  - ii. Evaluation of appropriate resources.
  - iii. Assistance linking the client to the resources.
  - iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
  - v. Follow up with the client or agency to see if the needs were met.
  - vi. Tallying the category of need for each inquiry.
  - vii. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
- d. TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.
- i. Pioneer Community Center Transportation Consortium Goals:
    - (1) Increase replacement reserve fund with separate accounting.
    - (2) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
    - (3) Continue regular publicity/marketing efforts regarding transportation program
    - (4) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
    - (5) Attend all scheduled Transportation Consortium meetings.
  - ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
    - (1) This funding source is available for Medicaid clients who are receiving "waivered" services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients. All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. SUBRECIPIENT must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will note the need for non-medical transportation in the client's signed case plan. COUNTY will coordinate completion and distribution of forms for SUBRECIPIENT and case managers through the Transportation Reaching People (TRP) program.
    - (2) Services shall be billed by SUBRECIPIENT according to the following rate scale:

One person, one-way ride: \$17.00 per ride

- (3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.
- (4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to COUNTY, and be available for State and Federal representatives for audit purposes.

iii. **SUBRECIPIENT** will be responsible for:

- (1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.
- (2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.
- (3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.
- (4) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.

- e. **MEAL SITE MANAGEMENT:** Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Oregon City community to enhance visibility and encourage participation. One unit is one meal served.
- f. **OAA HDM Assessment:** a means of determining a homebound older person's eligibility for home-delivered meals per the Oregon Nutrition Service Program standards.
- g. **Evidence-based Health & Wellness Program** – The provision of Evidence-based Health & Wellness Program programs that either focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls or focus on disease self-management/stress management. Any program under this service must demonstrate to be evidence-based and effective with older populations. One unit is one class.
- h. **LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) Intakes** – A service provided by SUBRECIPIENT staff to assist vulnerable, homebound, low income County residents in completing applications for LIHEAP funds. A unit of service is one correctly completed, accepted application submitted to COUNTY prior to the November 30, 2017 deadline.

### **3. SERVICE OBJECTIVES**

#### **a. Case Management**

**Objective:** To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- ii. SUBRECIPIENT CSC completes assessment on a County approved assessment/intake form.
- iii. SUBRECIPIENT CSC writes case plan, as appropriate, for the client from the Information gathered on the assessment form.
- iv. SUBRECIPIENT CSC re-assesses clients' service needs/eligibility every six months or when their condition or life situation dramatically changes
- v. SUBRECIPIENT CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. SUBRECIPIENT CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. SUBRECIPIENT CSC consults with SPD Case Manager (If client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- viii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

#### **b. Reassurance**

**Objective:** To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- ii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- iii. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.



**c. Information and Assistance - COUNTY Responsibilities**

**Objective:** To provide participating SUBRECIPIENT with training, technical assistance, resource development, networking and information sharing.

Elements:

- i. COUNTY will provide orientation on COUNTY's I & R program to SUBRECIPIENT I & A staff.
- ii. COUNTY will notify SUBRECIPIENT's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet Interests expressed by SUBRECIPIENT.

**d. Information and Assistance - SUBRECIPIENT Responsibilities**

**Objective 1:** Have a system in place which enables SUBRECIPIENT to provide referral services to link people with needs to the appropriate resources.

Elements:

- i. SUBRECIPIENT will designate a single individual (paid or volunteer) who is at least 0.5 FTE with SUBRECIPIENT as an I & A Specialist.
- ii. SUBRECIPIENT will notify COUNTY I & A Coordinator and Contract Specialist within 30 days of any change in SUBRECIPIENT's designated I & A Specialist, and will schedule an on-site training with COUNTY I & A Coordinator for the new designee within 60 days of appointment.
- iii. SUBRECIPIENT's I & A Specialist will attend a minimum of 6 monthly COUNTY "Networking" I&R breakfasts meeting each year and attend Scheduled CSC meetings.
- iv. SUBRECIPIENT's I & A Specialist will update center information for COUNTY's Community Resources Guide, initiate notification to County's I&R program regarding any changes to SUBRECIPIENT programs, and notify County's I&R program of any significant changes in local community resources.
- v. SUBRECIPIENT I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to COUNTY I & A Coordinator by the 10th day following each quarter.

**Objective 2:** To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

- i. SUBRECIPIENT Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- ii. SUBRECIPIENT makes referral and follows up with client within a 2 day work period.
- iii. SUBRECIPIENT annotates follow up taken and number of referrals needed on Referral Log.
- iv. SUBRECIPIENT Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

**e. Transportation**

**Objective:** To provide contracted units of service throughout the contract period for Clackamas County residents age 60 and older, and to younger persons with disabilities who are unable to meet their transportation needs.

Elements:

- i. SUBRECIPIENT designates one person to be coordinator for the transportation program. This person will be responsible for:
  - (1) Recruiting drivers.
  - (2) Submitting criminal checks
  - (3) Ensuring all drivers meet Ride Connection training requirements
  - (4) Scheduling road tests for all drivers.
  - (5) Conducting periodic/seasonal driver safety training.
  - (6) Providing a copy of written procedures for transportation services to each driver.
  - (7) Scheduling vehicle maintenance.
  - (8) Maintain dally Pre- and Post- trip Reports
- ii. SUBRECIPIENT provides transportation as scheduled each day.
- iii. SUBRECIPIENT maintains system to document each trip of each day.

**f. MEAL SITE MANAGEMENT**

**Objective 1:** To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- i. Procurement of milk is part of site management.
- ii. Packaging of home delivered meals is part of site management.

**Objective 2:** To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

**Objective 3:** To determine eligibility of congregate participants and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

Elements:

- i. Economic need is defined as income equal to, or less than, the poverty level as determined by the Department of Commerce.
- ii. Persons with social need are those persons who have at least two of the following characteristics:
  - (1) be 75 years or older
  - (2) live alone

- (3) have a physical or mental impairment which prevents proper functioning within society
- (4) be of a minority group
- (5) have no significant other(s)

**Objective 4:** To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- i. SUBRECIPIENT plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- ii. SUBRECIPIENT provides opportunities to promote personal growth and self-image.
- iii. SUBRECIPIENT provides opportunities for a variety of types and levels of involvement.
  - (1) Small and large group activities
  - (2) Active and spectator participation
  - (3) Participation with the general community and other generations.
- iv. SUBRECIPIENT plans activities which are flexible and responsive to change in:
  - (1) Individual participant needs and interests.
  - (2) Characteristics of the service area's older population.
  - (3) Other programs in the relevant service area.

**Objective 5:** To inform the community about the meal site program.

Elements:

- i. SUBRECIPIENT publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- ii. SUBRECIPIENT ensures Center is identified by an easily visible sign at its entrance.
- iii. SUBRECIPIENT posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- iv. SUBRECIPIENT mails or delivers calendar of upcoming Center activities to current and potential participants.

**Objective 6:** To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging (AAA) Adult Center Liaison Committee.

Elements:

- i. SUBRECIPIENT identifies needs and concerns specific to the Center and service area participants.
- ii. SUBRECIPIENT incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- iii. SUBRECIPIENT conducts program participant satisfaction survey at least once per year.

- iv. SUBRECIPIENT food service manager meets quarterly with COUNTY nutrition consultant to go over status of meal program files, plans, goals, accountings, etc.

**Objective 7:** To collect, account for and report program income (participant donations).

Elements:

- i. SUBRECIPIENT provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- ii. SUBRECIPIENT sets up container for donations at meal site which ensures and protects the privacy of the participants.
- iii. SUBRECIPIENT has system set up at site to collect full meal price from persons not eligible for services.
- iv. SUBRECIPIENT posts:
  - (1) full cost of the meal, and
  - (2) a notice describing the donation and payment policies.
- v. SUBRECIPIENT may post suggested donation information if it is clear that:
  - (1) every donation from an eligible participant is on a "pay what you can afford" basis, and
  - (2) no means test is used in the collection of contributions or provision of the meal.

**g. OAA HDM Assessment**

**Objective:**

Elements:

Determine eligibility of homebound older adults and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

- i. Conduct an in-person assessment of homebound older adult's nutritional needs.
- ii. Evaluates the recipient's strengths and limitations with regards to meeting their nutritional needs.
- iii. Review other means of realistically obtaining consistent and adequate meals such as shopping assistance, assistance from friends/family, attending congregate meals should be explored.

**h. Evidence-based Health & Wellness Program**

**Objective:** To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT regularly schedules classes that meet the evidenced-based requirements and either include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls or on disease self-management/stress management.
- ii. SUBRECIPIENT registers participants for activities, obtaining a waiver to Injury for each participant if necessary.
- iii. SUBRECIPIENT has physical condition of clients assessed before setting up plan for workouts with equipment.

**i. Low Income Home Energy Assistance Program (LIHEAP) Intakes**

**Objective:** To provide contracted units of service throughout the contract period.

**Elements:**

- iv. SUBRECIPIENT Client Services Coordinator (CSC) assists home-bound clients with the completion and submission of a LIHEAP annual application.**
- v. SUBRECIPIENT CSC ensures that the application form is completed per program requirements.**

## Exhibit 2

### Transportation Provider Standards

#### A. Vehicle Standards

1. SUBRECIPIENT shall maintain its vehicles to provide comfortable and safe Rides to Clients. SUBRECIPIENT's vehicles shall meet the following requirements:
  - a. The Interior of the vehicle shall be clean;
  - b. SUBRECIPIENT shall not smoke or permit smoking in the vehicle;
  - c. SUBRECIPIENT shall maintain appropriate safety equipment in the vehicle, including but not limited to:
    - i. First Aid Kit;
    - ii. Fire Extinguisher;
    - iii. Roadside reflective or warning devices;
    - iv. Flashlight;
    - v. Chains or other traction devices (when appropriate); and,
    - vi. Disposable gloves.
  - d. SUBRECIPIENT shall maintain the vehicle in good operating condition, by providing the following:
    - i. Seatbelts;
    - ii. Side and rear view mirrors;
    - iii. Horn; and,
    - iv. Working turn signals, headlights, taillights, and windshield wipers.
2. SUBRECIPIENT shall maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer. SUBRECIPIENT shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. SUBRECIPIENT shall provide all equipment necessary to transport Clients using wheelchairs.

#### B. Drivers

1. SUBRECIPIENT shall inform drivers of their job duties and responsibilities and provide training related to their job duties. SUBRECIPIENT shall also:
  - a. Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
  - b. Ensure that drivers are capable of safely operating vehicles;
  - c. Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;
  - d. Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire prior to providing Medicaid Non-medical transportation services to Clients;
  - e. Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and,
  - f. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.
2. SUBRECIPIENT's selection of its drivers shall include:

- a. Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and,
- b. Verification that the driver has not been convicted of any crimes against people or any drug or alcohol related offenses. If a Provider desires an exception to this requirement, such exception shall be made only with the approval of COUNTY and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients is not placed at risk of harm from the driver.

**C. Vehicles**

1. SUBRECIPIENT shall operate the vehicles listed below that are owned by Ride Connection, to deliver transportation services as outlined in this agreement
  - a. 2010 Ford Aerotech; VIN: 1FD FE4FS4ADA78976
  - b. 2013 Ford Elkhart; VIN: 1FD FE4FS2DDA64191
  - c. 2014 Ford Goshen, VIN: 1FDEE4FL4EDA05701
2. SUBRECIPIENT shall perform vehicle maintenance in accordance with manufacturer's specifications. All invoices for maintenance performed shall be input by SUBRECIPIENT into the Ride Connection vehicle maintenance database at the time service is completed. If SUBRECIPIENT is unable to access database invoices are to be faxed to Ride Connection's Fleet Maintenance Unit.
3. Ride Connection will submit to ODOT, on a quarterly basis, request for reimbursement of qualified vehicle maintenance performed and entered in the database. COUNTY will distribute these fund to SUBRECIPIENT within 21 days of receipt of payment from Ride Connection.

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## EXHIBIT 3

### Required Federal Terms and Conditions

**General Applicability and Compliance.** Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, SUBRECIPIENT shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to SUBRECIPIENT, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then SUBRECIPIENT shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 then SUBRECIPIENT shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all subcontractors to include in all contracts with subcontractors



receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** SUBRECIPIENT shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth In Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of SUBRECIPIENT's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
  - b. 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, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. 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.
  - e. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
  - f. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of



SUBRECIPIENT shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.

- c. Consultation and Testing. If SUBRECIPIENT reasonably believes that SUBRECIPIENT's or COUNTY' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, SUBRECIPIENT shall promptly consult COUNTY Program Manager. SUBRECIPIENT or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.
  - d. Business Associate Requirements. SUBRECIPIENT and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.
7. **Resource Conservation and Recovery.** SUBRECIPIENT shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
8. **Drug-Free Workplace.** SUBRECIPIENT shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing services to DHS clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For

purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

9. **Pro-Children Act.** SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
10. **Medicaid Services.** SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
  - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
11. **Agency-based Voter Registration.** SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

**12. Disclosure.**

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. SUBRECIPIENT shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

**13. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. SUBRECIPIENT agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:

**City of Oregon City/Pioneer Community Center**

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- i. The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
  - ii. Any rights of copyright to which a grantee, subgrantee or a SUBRECIPIENT purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or agreement under a grant or sub-grant.

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## EXHIBIT 4

### Subrecipient Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT and COUNTY, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of Independent contracting parties and that SUBRECIPIENT is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
  - a. SUBRECIPIENT represents and warrants as follows:
    - i. **Organization and Authority.** SUBRECIPIENT is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
    - ii. **Due Authorization.** The making and performance by SUBRECIPIENT of this Agreement (a) have been duly authorized by all necessary action by

SUBRECIPIENT and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of SUBRECIPIENT's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or Instrument to which SUBRECIPIENT is a party or by which SUBRECIPIENT may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SUBRECIPIENT of this Agreement.

- iii. **Binding Obligation.** This Agreement has been duly executed and delivered by SUBRECIPIENT and constitutes a legal, valid and binding obligation of SUBRECIPIENT, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
  - iv. SUBRECIPIENT has the skill and knowledge possessed by well-informed members of its industry, trade or profession and SUBRECIPIENT will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in SUBRECIPIENT's Industry, trade or profession;
  - v. SUBRECIPIENT shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
  - vi. SUBRECIPIENT prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. COUNTY represents and warrants as follows:**
- i. **Organization and Authority.** COUNTY has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
  - ii. **Due Authorization.** The making and performance by COUNTY of this Agreement (a) have been duly authorized by all necessary action by COUNTY and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or Instrument to which COUNTY is a party or by which COUNTY may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by COUNTY of this Agreement, other than approval by the Department of Justice if required by law.
  - iii. **Binding Obligation.** This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of COUNTY, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.



- c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**5. Ownership of Intellectual Property.**

- a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
  - i. "SUBRECIPIENT Intellectual Property" means any intellectual property owned by SUBRECIPIENT and developed independently from the Work.
  - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or SUBRECIPIENT.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by SUBRECIPIENT or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that SUBRECIPIENT owns, SUBRECIPIENT grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of Information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).
- c. If state or federal law requires that COUNTY or SUBRECIPIENT grant to the United States a license to any intellectual property, or if state or federal law requires that COUNTY or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy, distribute, display, build upon and improve the intellectual property.
- d. SUBRECIPIENT shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

- 6. Records Maintenance; Access.** SUBRECIPIENT shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, SUBRECIPIENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document SUBRECIPIENT's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT whether in

paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." SUBRECIPIENT acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, State Unit on Aging and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

7. **Records Retention.** SUBRECIPIENT shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. SUBRECIPIENT shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
8. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires SUBRECIPIENT or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants SUBRECIPIENT or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
9. **Assignment of Agreement, Successors In Interest.**
  - a. SUBRECIPIENT shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
  - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
10. **No Third Party Beneficiaries.** COUNTY and SUBRECIPIENT are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that SUBRECIPIENT's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
11. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the

parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

- 12. Major Disaster Declaration** number DR4499OR Agreement Provisions. COUNTY is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. COUNTY intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security ("CARES") Act Funding, for the costs, and SUBRECIPIENT shall provide to COUNTY timely reports that provide enough detail to COUNTY's reasonable satisfaction in order to obtain federal reimbursement.

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**Exhibit 5**  
**Reporting Requirements**

**1. INVOICES**

SUBRECIPIENT shall submit invoices in a format designated or approved by COUNTY. Invoices are due by the 10th calendar day of the subsequent month. COUNTY shall make payment to SUBRECIPIENT within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signator of the invoice shall verify that the services purchased have been performed.

SUBRECIPIENT shall submit the following invoices and reports:

- a. Financial summary including match and program income.
- b. Vehicle Maintenance Invoices for vehicle maintenance will be entered into Ride Connection database as outline in Exhibit 2 Section 3 and noted on monthly transportation reports submitted to County.
- c. Additional financial reports for the administration of this contract, as required by COUNTY.

Withholding of Agreement Payments: Notwithstanding any other payment provision of this Agreement, should SUBRECIPIENT fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until SUBRECIPIENT submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence of SUBRECIPIENT.

SUBRECIPIENT shall return to COUNTY all funds which were expended in violation of this Agreement.

**2. PROGRAM ACTIVITY REPORTS**

SUBRECIPIENT shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 6 Budget & Units of Service. These reports are due with the invoices. The format of these reports shall be designated or approved by COUNTY, and contain the following:

- a. SUBRECIPIENT shall submit nutrition reports monthly. These reports shall have:
  - i. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
  - ii. the amount of participant donations by Congregate and HDM .

- b. SUBRECIPIENT may bill Food Services for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. SUBRECIPIENT may not bill for Meal Site Management for these meals.
- c. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed for.
- d. Transportation Report forms A, B, and C
- e. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client by ride type.
- f. SUBRECIPIENT shall submit copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

### **3. AUDIT/MONITORING**

SUBRECIPIENT shall permit authorized representatives of COUNTY and other applicable audit agencies of the state or federal government, to review the records of SUBRECIPIENT in order to satisfy program audit and evaluation purposes deemed necessary by COUNTY and permitted under law.

SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designated by COUNTY or applicable state or federal SUBRECIPIENT, and to make available all information required by any such evaluation process.

COUNTY agrees to notify SUBRECIPIENT in writing of intent to conduct onsite evaluation of reported performance management data and SUBRECIPIENT agrees to provide COUNTY access to its facility and staff, all related programs and fiscal documents, SUBRECIPIENT'S reports and on any other related documentation to substantiate performance management reporting of data.

### **4. ADMINISTRATION**

COUNTY Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be COUNTY representative in matters related to this contract. SUBRECIPIENT shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

**Exhibit 6  
Budget and Units of Service**

**1. BUDGET**

COUNTY's payment to SUBRECIPIENT will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

As required in Section 315(b)(3) of the Older Americans Act (OAA), no means testing for services eligibility will be conducted and per Section 315(b)(4)(A-D), all recipients of OAA services will be provided the opportunity to voluntarily contribute towards the cost of service. SUBRECIPIENT has appropriate safeguards in place to account for all contributions. Said contributions are hereby referred to as Program Income and shall be used by SUBRECIPIENT for the sole purpose of expanding services if the program income is equal to or less than the budgeted amount.

SUBRECIPIENT may not transfer funds in excess of 15% from one service category to another without written approval from COUNTY.

SUBRECIPIENT agrees to provide matching funds in accordance with Section 309(b)(1) and Section 373 (g)(2)(h)(2)(A-B) of the OAA for qualified expenditures with cash or in-kind resources of non-federal means as follows:

Match shall be figured at 10% of the total OAA Title III-B expenditures and at 25% of the total OAA Title III-E funds.

SUBRECIPIENT match funds must be from sources other than Federal funds, and SUBRECIPIENT will provide COUNTY with a statement of assurance stating this.

SUBRECIPIENT will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.

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2. UNIT COST SCHEDULE

City of Oregon City - Pioneer Community Center  
Fiscal Year 2021-22

	OAA IIB	OAA IIC1	OAA IIC2	OAA IIC2	OAA IID	NSIP	OAA & Other	Other State	Ride Connection			TriMet	MEDICAID	LIEAP	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE
	Funds	Funds	Funds	Funds	Funds	Funds			In Dist	STF	OR-65-012	STF Funds	Funds	Funds				
Federal Award Numbers	16AORT255	16AORT256	16AORT257	CARES Act	16AORT258	16AORT259	Match	Funds	TriMet	Funds	OR-65-012	N/A	N/A	N/A				
CFDA Numbers	93.044	93.045	93.045	93.045	93.043	93.053			Funds	N/A	20.513	N/A	N/A					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
LIEAP Intakes							N/A							2075		83	2,075	\$25.00
Case Management (hours)	4,792						533									122	5,325	\$39.37
Reassurance (contacts)	3,770						419									95	4,189	\$38.85
Information & Assistance	3,359						374									117	3,733	\$28.815
Transportation - OAA	13,988						1,555							2,331	4,663	17,875	\$3.00	
Evidence-based Programming					480		0	0								8 Classes	480	\$60.00
OAA HDM Assessments					4,875		0									195	4,875	\$25.00
OAA Meal Site Management		16,575	33,661	12,479			5,586							22,015	36,090	90,316	\$2.35	
Site Purchased Meals - Restaurant				1,950			0									347	1,950	\$5.62
Medicaid HDM - APD			(12,287)	(4,209)		(4,858)	(1,366)						60,513			5,150	38,593	\$7.76
CSBG CARES - Under 60 HDM								0								0	0	\$0.00
Transportation - Ride Con In District									21,120						1,280	2,560	22,400	\$8.25
Transportation - Ride Con Out of Dist										2,265					130	259	2,395	\$8.75
Transportation - Ride Con. Veh. Maint.							687				6,000				N/A		6,687	N/A
Transport - non-med T19												5,728	12,887			1,095	18,615	\$17.00
<b>TOTALS</b>	<b>25,909</b>	<b>16,575</b>	<b>21,374</b>	<b>15,885</b>	<b>480</b>	<b>(4,858)</b>	<b>7,788</b>	<b>0</b>	<b>21,120</b>	<b>2,265</b>	<b>6,000</b>	<b>5,728</b>	<b>73,400</b>	<b>2,075</b>	<b>25,756</b>		<b>219,506</b>	

Source of OAA Match - Staff time & Units of Service in excess of contract  
CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Contract Amount: \$ 165,963

Federal Award Totals \$ 81,375

### 3. UNITS OF SERVICE

SUBRECIPIENT or COUNTY may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between SUBRECIPIENT and COUNTY and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both SUBRECIPIENT and COUNTY.

Client Service Objectives:

<b>Service Category</b>	<b>Planned Number of Service Units</b>	<b>Unit of Measurement</b>	<b>Number of Unduplicated Clients to be Served</b>
Case Management (OAA)	121.7	1 hour of service	50
Reassurance (OAA)	95	1 contact	50
Information and Assistance (OAA)	117	1 response to inquiry and follow up	60
Transportation (OAA)	4,663	1 one-way ride	225
Evidence-based Programming	8	1 class session	10
Transportation (Medicaid non-medical)	1,095	1 one-way ride	25
Transportation (Ride Connection)	2,819	1 one-way ride	225
Meal Site Management (OAA)	36,090	1 meal delivered/served	450
OAA HDM Assessment	195	1 Assessment Completed	180
Medicaid Home Delivered Meals	5,150	1 meal delivered/served	20
LIHEAP Applications	83	1 Completed Application	83

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**EXHIBIT 7  
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 subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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 making lobbying contacts to an officer or employee of any subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with THIS Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

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

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

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

SUBRECIPIENT, CITY OF OREGON CITY-PIONEER COMMUNITY CENTER, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: 6/1/21

Company Name: CITY OF OREGON CITY-PIONEER COMMUNITY CENTER

Signature: 

Name: Anthony Konkol City Manager

Title: City Manager

**EXHIBIT 8**  
**CENTER RESPONSE FROM PREVIOUS SOLICITATION**

**1. Describe your grievance procedure for clients and how CCSS will fit in the process:**

**PIONEER COMMUNITY CENTER  
PROCEDURES FOR HANDLING COMPLAINTS**

**WHO CAN USE THIS PROCEDURE**

Any persons who have been denied a Center service or been told they are ineligible for a service, or who have a complaint about how a service is provided may use this complaint/ appeal procedure. The complaint must be made by a complainant who has firsthand knowledge; it cannot be something you have only heard about. Employees who have a complaint about a matter which may affect their employment adversely must use the City's Grievance Procedure established in its Personnel Policies.

**BEFORE YOU MAKE A COMPLAINT OR APPEAL**

It is important that you try to solve a problem informally with the people directly involved. Talk over your complaint with them first. If the problem is still not resolved, speak to the Center Supervisor. Any decision must be in accordance with Pioneer Community Center policies and procedures. City of Oregon City policies and procedures, City of Oregon City policies and, in the case of contracted services, in accordance with established policies and procedures of the contracting agency. You may go ahead with the procedure described below if the problem isn't solved informally.

**WHERE TO TAKE YOUR COMPLAINT**

If the problem is not resolved after speaking to the Center Supervisor, you may take your complaint to the Director of Community Services. Your complaint can be in writing or in person (see address and phone below).

Director of Community Services  
City of Oregon City

625 Center Street  
Oregon City, OR 97045  
Phone: 503-657-0891

**HOW THE COMPLAINT WILL PROCEED**

When you make a formal complaint with the Director of Community Services, the Director will start a file with your name on it. The file will contain a description of your complaint, what you want to do about it and a report on any action taken to solve the problem. The Director will discuss the complaint with you to try to solve the problem. Within five (5) working days of the discussion, you will be notified of what action is being taken.

If you are still not satisfied with actions taken, you may re-address your complaint to the City Manager. Within thirty (30) days of receipt of your letter the City Manager will meet with you and the Pioneer Community Center Supervisor to discuss the problem. The City Manager will send you a written decision within five (5) working days. The decision of the City Manager is final as to whether actions taken were justified and whether circumstances warrant policy review by the City Commission.

City Manager  
City of Oregon City

625 Center Street  
Oregon City, OR 97045  
Phone: 503-657-0891

2. Describe the organization's procedure for prioritizing services for the target population of frail, low income, minority and rural residents age 60 and older:

Currently, no formal procedure

3. Describe SUBRECIPIENT's operating procedures (use space provided only):

- a. Hours of Operation: Mon. - Fri. 9:00 a.m. to 4:00 p.m.  
Total hours per day: 7 hrs Mon. - Friday  
Total hours per week: 35 hrs

- b. Official Closures:

New Year's Day, January 1  
Martin Luther King, Jr. Day, in January  
President's Day, third Monday in February  
Memorial Day, last Monday in May  
Independence Day, Fourth of July  
Labor Day, first Monday in September  
Veterans' Day, November 11  
Thanksgiving, and day after (fourth Thursday in November)  
Christmas, December 25

4. Please describe the boundaries of the area for which a person propose to provide services.

Oregon City and West Linn areas

**Eastside of Willamette River:**

**Northern Boundary:** Mouth of Clackamas River to Springwater Rd. to intersection with Ridge Road.

**Western Boundary:** Willamette River south to Leland Road

**Southern Boundary:** Leland Road to Steiner Road to Ridge Road

**Eastern Boundary:** Ridge Road to Springwater Road

**Westside of Willamette River (West Linn Area):**

**Northern Boundary:** Stafford Road and Lake Oswego City limits

**Western Boundary:** Tualatin River and West Linn City limits

**Southern Boundary:** West Linn City limits

Eastern Boundary: Willamette River

**5. Show an organizational chart which identifies staff positions and FTE within the contracted program.**

Center Supervisor - 1 FTE (40 hrs.)	Client Services Coord. - 1 FTE (40 hrs.)
Program Coordinator - 0.9 FTE (36 hrs.)	Nutrition Coord. - .82 FTE (33 hrs.)
Meals on Wheels coord. - .77 FTE (34 hrs.)	Van Drivers - 133 FTE ( 60hrs.)
Senior Companions - 3 ea.	Friendly Visitors - 0 ea.

Telephone Reassurance - done by receptionists Mon-Fri and Fire Department on weekends & holidays

**6. Describe methods for providing information about services.**

The receptionists and hostesses have limited information, telephone numbers, and dates for distribution of commodities, etc., and are instructed to refer clients, when necessary, to the Client Services staff who are trained to give more intensive I&A.

Services offered are posted at the Center and in the newsletter. News releases in The Clackamas Review and The Oregonian are made periodically

**7. List the services provided and include the strategies and methods for conducting these services (i.e. staff time, volunteers used, method of community awareness, intake, and record keeping procedures).**

The contracted services of assessment, case monitoring, information & assistance, and transportation are being provided by the client services coordinator. Transportation services are provided by one to two van drivers. For community awareness, see F. above. The workers use a generic intake form which is kept to track and document progress. A daily log of contacts is also kept which provides statistics for monthly and year-end reports

**8. Briefly, describe methods for providing legal services.**

Clients are referred to Oregon Legal Services if they are under 60 or are low income or have a case involving SS, AFS, FS, Veterans, etc., since most attorneys do not have expertise in these areas. For those 60 and over, local volunteer attorneys donate one afternoon a month on a rotating basis to provide free 1/2 hour appointments. If a client needs further help on that matter and are within 125% of poverty guidelines, they may have continued pro bono assistance but are responsible for out-of-pocket expenses. A person may have additional appointments if or when other matters arise.

## **GUIDELINES FOR INCLUSION OF RESIDENTS OF CONGREGATE LIVING FACILITIES IN CLACKAMAS COUNTY SENIOR CENTER ACTIVITIES**

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent, or wear appropriate protective undergarments, and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

### **Transportation**

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the Guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return home or request to be returned to a location other than the original pick up address.

**Nutrition**

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

**Emergency Care**

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

July 8, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Federal Subrecipient Grant Amendment #1 with  
Clackamas County Children’s Commission to provide Healthy Families services

<b>Purpose/Outcome</b>	Clackamas County Children’s Commission (CCCC) provides Healthy Family 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. Services range from universal basic short-term services to long-term intensive home visitation for high risk families. Student Success Act allows CCCC to serve more families in their home-visiting program.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #1 adds \$91,823 for a maximum value of \$1,797,977.95. County General Funds are included in the original contract amount.
<b>Funding Source</b>	State of Oregon, Dept of Education through its Early Learning Division No. 12573: <ul style="list-style-type: none"> <li>• Oregon State General Fund (\$1,304,420)</li> <li>• Federal Title IV-B2 for Family Support Catalog of Federal Award (CFDA) #93.556 (\$169,960)</li> <li>• Medicaid from Oregon Health Authority (\$186,774.95)</li> <li>• <b>Student Success Act Funds (\$91,823)</b></li> </ul> County General Fund (\$45,000)
<b>Duration</b>	This amendment is effective February 1, 2021 for Student Success Act funds ending June 30, 2021. Other program funding continues to September 30, 2021.
<b>Previous Board Action/Review</b>	022020-A1
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 06/08/21, KR
<b>Procurement Review</b>	Was the item processed through Procurement? No. Federal Subrecipient Grant amendment
<b>Contact Person</b>	Adam Freer 971-533-4929
<b>Contract No.</b>	CFCC 9623

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Federal 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

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[www.clackamas.us](http://www.clackamas.us)

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 Federal Subrecipient Amendment #1 is effective upon signature by all parties for services starting on February 1, 2021 and terminating on June 30, 2021. Other program funding continues until September 30, 2021. This Agreement has a maximum value of \$1,797,977.95.

**RECOMMENDATION:**

Staff recommends the Board approval of this Amendment and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,



Rodney A. Cook, Interim Director  
Health, Housing & Human Services



# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 9623	<b>Division:</b> CFCC	<input checked="" type="checkbox"/> Subrecipient
<b>Board Order #:</b>	<b>Contact:</b> Jessica Duke	<input type="checkbox"/> Revenue
	<b>Program Contact:</b> Chelsea Hamilton	<input checked="" type="checkbox"/> Amend # 1 \$ \$91,823.00
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Thursday, July 8, 2021

**CONTRACT WITH:** Clackamas County Children's Commission

**CONTRACT AMOUNT:** \$1,797,977.95

**TYPE OF CONTRACT**

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

**DATE RANGE**

<input checked="" type="checkbox"/> Full Fiscal Year _____	<input type="checkbox"/> 4 or 5 Year _____
<input checked="" type="checkbox"/> Upon Signature _____ 6/30/2021	<input type="checkbox"/> Biennium _____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Retroactive Request? _____

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

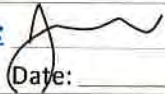
Has contract boilerplate language been altered, added, or deleted?

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Rastetter, Kathleen    Date Approved: Tuesday, June 8, 2021  
OR  
 This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

**SIGNATURE OF DIVISION REPRESENTATIVE:**  Jessica E.A. Duke, Prevention Unit Manager  
Date: June 8, 2021

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Children, Family & Community Co

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** Clackamas County Children's Commission

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_

**DATE:** 7/1/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Clackamas County Children's Commission (CCCC) is the only certified provider of Healthy Families services in Clackamas County. The Healthy Families 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 program Model. CCCC will provide community-based services designed to increase the strength and stability of high risk families.

Clackamas County Children's Commission provides Healthy Family community-based home visitation services for high risk families to help prevent child abuse and neglect, promote healthy child development, and help prepare children for kindergarten. Student Success Act funding allows CCCC to serve more families.

**H3S CONTRACT NUMBER:** 9623

Federal Subrecipient Grant Amendment (FY 20-21)  
**H3S – Children, Family & Community Connections Division**

Local Recipient Agreement Number: 9623	Board Order Number:
Department/Division: H3S-CFCC	Amendment No. 1
Subrecipient: Clackamas County Children's Commission	Amendment Requested By: Adam Freer
Changes: <input checked="" type="checkbox"/> Scope of Service <input type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

**Justification for Amendment:**

This Subrecipient Grant Amendment adds \$91,823 to the maximum compensation to provide funding from the Student Success Act to allow Clackamas County Children's Commission to hire additional staff and provide raise increases to current staff in order to serve more families in their Healthy Families home visiting program. The amendment also removes reporting requirements associated with equity reports due to COVID-19.

Maximum compensation is increased by \$91,823 for a revised maximum of \$1,797,977.95. The amendment becomes effective on the date it is signed for Student Success Act services February 1, 2021 through June 30, 2021.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

**AMEND:**

1. **Grant Funds.** COUNTY's funding for this Agreement is as follows:  
The maximum, not to exceed, grant amount that the COUNTY will pay is **\$1,706,154.95**.
  - State of Oregon, Department of Education, Early Learning Division Grant No. 12573:
    - Oregon State General Fund (**\$1,304,420**)
    - Federal Title IV-B2 for family Support CFDA #93.556 (**\$169,960, FAIN: 1936001958A3**)
    - Medicaid funding from Oregon Health Authority (**\$186,774.95**)
  - Clackamas County General Fund (**\$45,000**)

**TO READ:**

1. **Grant Funds.** COUNTY's funding for this Agreement is as follows:  
The maximum, not to exceed, grant amount that the COUNTY will pay is **\$1,797,977.95**.
  - State of Oregon, Department of Education, Early Learning Division Grant No. 12573:
    - Oregon State General Fund (\$1,304,420)
    - Federal Title IV-B2 for family Support CFDA #93.556 (\$169,960, FAIN: 1936001958A3)
    - Medicaid funding from Oregon Health Authority (\$186,774.95)
    - ***Student Success Act (\$91,823)***
  - Clackamas County General Fund (\$45,000)

**REPLACE:**

Exhibit A-1 Subrecipient Scope of Work

**WITH:**

**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 Grantee's Service Delivery Area are invited to participate in the program. The families who volunteer to participate are connected with a trained, Grantee-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:** Grantee 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:** Grantee 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 Grantee's Grant application in which Grantee offered to provide HFO services.

## **PROJECT ACTIVITIES**

COUNTY will disburse Grant Funds only for the costs of Project activities that occur, including expenses incurred, during the Performance Period.

**1. EQUITY REQUIREMENT.** In support of Oregon State, Early Division's equity policy, SUBRECIPIENT will ensure all Project 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 Grant 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
- Grantee 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 conducts 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](http://www.oregon.gov/DHS/ABUSE/Pages/mandatory_report.aspx).

**3. HFO SPECIFIC ACTIVITIES.** SUBRECIPIENT must undertake the specific Project activities described below, but without limitation as to the activities described in the Guidelines. 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, Agency may provide technical assistance to promote improved collaboration. Grantee 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) Program Managers (supervisors and appropriate staff when resources allow) attending statewide trainings for Healthy Families Services at annual meeting;
  - (v) 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 Oregon Health Authority (OHA) or coordinated through the Agency;
  - (ii) Each staff person completing the MAC training, each year.
  - (iii) Participating in required RTS during the four dates randomly selected as required by OHA each quarter. Agency will notify Grantee 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 available through Agency's dropbox at <https://www.dropbox.com/sh/srhxpqu4qmewfd2/AACWJWANoxGorhkJchsylwRHa?dl=0> 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. Comply with all requirements of 42 CFR 434.6, as applicable.

**4. FAMILY SUPPORT SPECIFIC SERVICE.** Funds derived from federal Family Support Funds under Title IV-B(2), such moneys must be used by SUBRECIPIENT to provide HFO services, as described in this Grant, to eligible families in the Service Delivery Area, as follows:

- a. To 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. That 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. That are NOT used for family preservation or family reunification services, as these are services provided by DHS.
- d. That 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 Project activities under this Agreement. In addition, Grantee must:

- a. Ensure that all staff providing services to historically underserved populations complete equity training approved by COUNTY and submit training certificates or other documentation to Agency evidencing that the training was completed.
- ~~b. Complete a demographic analysis comparing population demographics of the Service Delivery Area with the actual population served over the Grant period using the information provided by COUNTY and submit to COUNTY an annual written demographic analysis of the Service Delivery Area.~~
- ~~c. Using the information collected from the SUBRECIPIENT previously completed equity-self assessment and demographic analysis, SUBRECIPIENT must identify any gaps in services currently available within the SUBRECIPIENT'S Service Delivery Area and submit a written work plan to COUNTY addressing the gaps and the actions that SUBRECIPIENT proposes to take in order to fill any gaps in the services described in this Grant.~~



**ADD**

Exhibit B: Program Budget Student Success Act Funding

<b>EXHIBIT B: PROGRAM BUDGET - Student Success Act</b>		
<b>Organization:</b>	Clackamas County Children's Commission	
<b>Funded Program Name:</b>	Healthy Families - Student Success Act	
<b>Program Contact:</b>	Christina Aguirre	<u>H3S: 9623 A1</u>
<b>Agreement Term:</b>	February 1, 2021-June 30, 2021	
<b>Approved Award Budget Categories</b>	<b>Approved ODE Early Learning Division SSA Funds</b>	<b>Total Approved Budget</b>
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)		
Home Visitors Staff 1.75 FTE	\$ 72,587.00	\$ 72,587.00
<b>Total Personnel Services</b>	<b>\$ 72,587.00</b>	<b>\$ 72,587.00</b>
<b>Administration</b>		
Administrative Overhead (SSA)	\$ 8,460.00	\$ 8,460.00
<b>Total Administration</b>	<b>\$ 8,460.00</b>	<b>\$ 8,460.00</b>
<b>Supplies</b>		
Office space, supplies, maintenance, insurance	\$ 10,776.00	\$ 10,776.00
<b>Total Programmatic Costs</b>	<b>\$ 10,776.00</b>	<b>\$ 10,776.00</b>
<b>Total Budget</b>	<b>\$ 91,823.00</b>	<b>\$ 91,823.00</b>



**ADD:**

**Exhibit D: Financial Reporting and Reimbursement Request**

Exhibit D: Clackamas County Children's Commission - Student Success Act				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:				
<ul style="list-style-type: none"> <li>• Request for Reimbursement with an authorized signature</li> <li>• General Ledger backup to support the requested amount</li> <li>• Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request <i>(The Monthly Activity Report is NOT required on months when quarterly reports are due)</i>.</li> </ul>				
<b>Contractor:</b> Clackamas County Children's Commission				
<b>Address:</b> 16518 SE River Road			<b>Report Period:</b>	
Milwaukie, OR 97267				
<b>Contact Person:</b> Christina Aquirre			<b>Healthy Families SSA Amend 1</b>	
<b>Phone Number:</b>			<b>H3S: 9623</b>	
<b>E-mail:</b> <a href="mailto:christinaw@cccchs.org">christinaw@cccchs.org</a>				
<b>Contract Period:</b> February 1, 2021-June 30, 2021				
Budget Category	Approved ODE Early Learning Division SSA Funds	Current Draw Request	Previously Requested	Balance
<b>Personnel</b>				
Home Visitors Staff 1.75 FTE	\$ 72,587.00	\$ -	\$ -	\$ 72,587.00
<b>Total Personnel</b>	<b>\$ 72,587.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 72,587.00</b>
<b>Administration</b>				
Administrative Overhead (SSA)	\$ 8,460.00	\$ -	\$ -	\$ 8,460.00
<b>Total Administration</b>	<b>\$ 8,460.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,460.00</b>
<b>Program</b>				
Office space, supplies, maintenance, insurance	\$ 10,776.00	\$ -	\$ -	\$ 10,776.00
<b>Total Program</b>	<b>\$ 10,776.00</b>			<b>\$10,776.00</b>
<b>Total Grant Funds Requested</b>	<b>\$ 91,823.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 91,823.00</b>
<p><i>By signing this request, I verify that the information on this Funds Request and attachments is accurate, represents contracted services, and is true to the best of my knowledge.</i></p> <p><i>Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of</i></p>				



July 8, 2021

Board of County Commissioners  
Clackamas County

Dear Board Members:

Renewal of Contract with Community and Shelter Assistance (CASA) of Oregon

<b>Purpose/Outcomes</b>	Approval of a renewal to a contract with CASA that extends the length of the contract and changes the total compensation for the contract period.
<b>Dollar Amount and Fiscal Impact</b>	\$45,000 in matching funds for client savings accounts.
<b>Funding Source</b>	Community and Shelter Assistance (CASA) of Oregon. No match requirements. County General Funds are not involved.
<b>Duration</b>	April 1, 2021 to March 31, 2022
<b>Previous Board Action</b>	The original agreement was approved by H3S Director on June 20, 2019.
<b>Strategic Plan Alignment</b>	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
<b>Counsel Review</b>	The contract was reviewed and approved by Counsel on May 26, 2021. KR.
<b>Procurement Review</b>	1. Was this item processed through Procurement? No 2. If no, provide brief explanation: This is a Revenue agreement. Not subject to Procurement Review.
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	H3S#10196

**BACKGROUND:**

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests approval to renew the agreement with CASA of Oregon to continue providing its Individual Development Account program to Housing Authority of Clackamas County and housing program participants.

In partnership with the Housing Authority of Clackamas County, the Social Services Division provides low-income individuals and families with access to Individual Development Accounts to support their efforts to build assets. Clients with IDAs save money each month and receive matching funds deposited into their savings accounts. Clients can use the accumulated funds to purchase a home or a vehicle or pay for post-secondary education at the end of their savings agreement period. This is a successful, ongoing program that has helped low-income Clackamas County residents build financial stability.

The grant award is for \$45,000 of client matching funds. This is an ongoing, renewable annually grant opportunity. There is no match requirement. The reference to match refers to the funds SSD will receive that will be used to match deposits that clients make into their savings accounts (\$5,850).

**RECOMMENDATION:**

Staff recommends the approval of the agreement, and that and that the H3S Director; or their designee, be authorized to sign all documents necessary to accomplish this action on behalf of the County

Respectfully submitted,

A handwritten signature in black ink that reads "May Poubanga for Rodney A. Cook". The signature is written in a cursive, flowing style.

Rodney A. Cook, Interim Director  
Health, Housing and Human Services Department

# Contract Transmittal Form

## Health, Housing & Human Services Department

H3S Contract #: 10196

Board Order #:

Division: SS  
Contact: Diridoni, Jessica  
Program Contact:  
Christopherson, Teresa

Subrecipient  
 Revenue  
 Amend # \$  
 Procurement Verified  
 Aggregate Total Verified

Non BCC Item  BCC Agenda Date:

**CONTRACT WITH:** CASA of Oregon

**CONTRACT AMOUNT:** \$11,700.00

### TYPE OF CONTRACT

- |   |  |
|---|--|
| <input type="checkbox"/> Agency Service Contract                | <input type="checkbox"/> Memo of Understanding/Agreement             |
| <input type="checkbox"/> Construction Agreement                 | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input checked="" type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease                       |
| <input type="checkbox"/> Interagency Services Agreement         | <input type="checkbox"/> One Off                                     |

### DATE RANGE

- |   |  |
|---|--|
| <input type="checkbox"/> Full Fiscal Year _____ - _____ | <input type="checkbox"/> 4 or 5 Year _____ - _____                               |
| <input type="checkbox"/> Upon Signature _____ - _____   | <input type="checkbox"/> Biennium _____ - _____                                  |
| <input type="checkbox"/> Other _____ - _____            | <input checked="" type="checkbox"/> Retroactive Request? 04/01/2021 - 03/22/2022 |

### INSURANCE What insurance language is required?

Checked Off  N/A

**Commercial General Liability:**  Yes  No, not applicable  No, waived  
If no, explain why:

**Business Automobile Liability:**  Yes  No, not applicable  No, waived  
If no, explain why:

**Professional Liability:**  Yes  No, not applicable  No, waived  
If no, explain why:

Approved by Risk Mgr \_\_\_\_\_

Risk Mgr's Initials and Date

### BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No  Yes (must have CC approval-next box)  N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

### COUNTY COUNSEL

Yes by: Kathleen Rastetter Date Approved: Wednesday, May 26, 2021

OR

This contract is in the format approved by County Counsel.

### SIGNATURE OF DIVISION REPRESENTATIVE:

Brenda Durbin

Digitally signed by Brenda Durbin  
Date: 2021.06.09 17:46:27 -0700

Date: \_\_\_\_\_

H3S Admin  
Only

Date Received: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Sent: \_\_\_\_\_

## AGREEMENTS/CONTRACTS

X  New Agreement/Contract  
 Amendment/Change Order Original Number \_\_\_\_\_

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Social Services

**PURCHASING FOR:** Contracted Services \_\_\_\_\_

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** CASA of Oregon \_\_\_\_\_

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Agreement establishes the Valley Individual Development Account (VIDA) Collaborative program structure, working guidelines of the Collaborative with which CCSS agrees to comply, and sets forth the working relationship of the partner (CCSSD) and the Administrator (CASA).

Renew agreement through March 2022. Reduction in total match from \$7,800 to \$5,850.

**H3S CONTRACT NUMBER:** 10196

CASA of Oregon  
Agreement for Services

This agreement for services (“Agreement”) dated April 1<sup>st</sup>, 2021 defines the responsibilities of CASA of Oregon (“Administrator”) and CLACKAMAS COUNTY SOCIAL SERVICES DIVISION (“Partner”). This agreement establishes the VIDA collaborative program structure, working guidelines of the program with which Partner agrees to comply, and sets forth the working relationship of the Partner and the Administrator.

This agreement replaces any prior VIDA agreements between Administrator and Partner, including but not limited to agreement(s) signed in previous years.

The purpose of the VIDA collaborative is to establish an efficient structure for community-based organizations and housing authorities to provide eligible individuals access to Individual Development Accounts (IDAs).

**Article I. Definitions**

**Section 1.01** IDA: Individual Development Account, a matched savings account used for asset building goals including: homeownership, home repair, business ownership, employment-related equipment or assistive technology, securing a rental, vehicle, retirement and post-secondary education.

**Section 1.02** VIDA Collaborative: The network of partners who are participating in the program, under this agreement.

**Section 1.03** Administrator: CASA of Oregon.

**Section 1.04** Partner: An organization that has been accepted into the VIDA collaborative.

**Section 1.05** Applicant: Individual who is in the process of enrolling in VIDA, but whose application has yet to be approved.

**Section 1.06** Participant: Individual who has been approved to participate in VIDA and has begun saving in their IDA.

**Section 1.07** Personal Development Plan: A written plan developed jointly by the Partner and the participant that is designed to provide the participant with the appropriate tools, resources, and planning necessary to support the participant’s goal(s).

**Section 1.08** Oregon IDA match funds: Funds reserved to participants and paid towards asset purchases. Oregon IDA match funds are funded through tax credits fundraised by Neighborhood Partnerships on behalf of the State of Oregon.

**Article II. General**

**Section 2.01** Partner has been accepted as a partner of the VIDA collaborative and agrees to accept the duties, responsibilities, and other activities referenced in Section 5.02 and Section 8.01.

**Section 2.02** Partner agrees to collaborate with other partners for the benefit and success of program participants by sharing resources and information including but not limited to the delivery of required asset training and financial education.

**Section 2.03** Partner agrees to evaluate their programming to identify how they might better serve communities of color with the VIDA program funds. This may come in the forms of using bilingual materials, doing outreach to culturally specific community

groups, etc. Administrator will be available to help identify ways to increase minority representation and to provide materials in Spanish or Russian, as needed. Partner also agrees to make an effort to include participants from underserved regions of Oregon and underserved communities based on targeted goals of the Oregon IDA Initiative and in accordance with the Request for Funds (RFF) submitted by the Partner.

**Section 2.04** Administrator, as a representative of VIDA, has entered or will enter into various agreements with private foundations and public entities (Funding Organizations) including but not limited to the government of the United States of America. Partner via this agreement, obligates itself to the terms, regulations and conditions of the US Department of Health and Human Services, Oregon IDA Tax Credit Program and private foundations as they pertain to offering IDAs. The following documents are incorporated by reference into this agreement and are available upon Partner's request: Agreements with funding organization, Assets for Independence Act regulations, Oregon IDA Initiative program statutes and administrative rules, savings plan agreement, Oregon IDA financial education standards, VIDA collaborative partnership criteria, participant handbook, and the partner handbook.

**Section 2.05** By signing this agreement, Administrator and Partner agree to maintain their programs in accordance with VIDA policies and procedures as set forth in this agreement and incorporated through the partner handbook, communications from the Administrator, savings plan agreement, and participant handbook. The responsibilities of each party to this agreement may be revised from time to time by the Administrator as provided herein, to ensure the success of the program.

### **Article III. Terms of Agreement**

**Section 3.01** The term of this agreement shall begin on April 1st, 2021 and shall end on March 31<sup>st</sup>, 2022. The agreement shall be subject to renewal at the beginning of each program year. At that time, the Administrator may reaffirm Partner's participation in VIDA, based on a written Request for Funding (RFF), performance as a partner (including quality of materials submitted and participation in training and technical assistance requests) and/or an annual performance review as described in Article 6 of this Agreement.

**Section 3.02** If Partner chooses to end the partnership, Partner shall follow the procedure set forth in Section 9.02. Thereafter, regardless of when an agency may join VIDA, all Partners shall review their participation and commitment to VIDA at the beginning of the program year.

### **Article IV. VIDA Structure**

**Section 4.01** Administrator. CASA of Oregon is the administrator of VIDA and is responsible for daily operation decisions, including but not limited to procedures, data methods, program coordination, fundraising, and management. The duties of the Administrator are contained in Section 5.01 below.

**Section 4.02** Partner organizations. Partners are organizations or qualified entities that have signed this agreement for services and are committed to providing access to IDAs for eligible participants. Partners provide services to the participants including



financial education, asset-specific education, information and resources, referrals and case management, in order to assist them in achieving their savings and program-related goals. Partner duties are contained in Section 5.02 of this Agreement.

### **Article V. Program Operations**

This section identifies the responsibilities of the Administrator and Partner.

**Section 5.01** The Administrator will perform the following activities:

- (a) Lead in fundraising and advocacy efforts;
- (b) Make daily operation decisions, including but not limited to procedures, data methods, program coordination, fundraising, and program management;
- (c) Provide statements to participants by request, or provide access to Esaver, both of which show the participants' savings and accumulated matching funds, and provide copies of savings reminders mailed from Administrator to participant (if applicable and in accordance with program rules);
- (d) Respond in a timely fashion to all Partner inquiries;
- (e) Approve all new eligible participant applications;
- (f) Process approved participant withdrawals, both matched and emergency by ensuring that the participant has met all program requirements;
- (g) Manage and distribute match funds;
- (h) Act as liaison between Neighborhood Partnerships, Oregon Housing and Community Services, and other applicable funders;
- (i) Run management information systems for IDAs which produce participant statements and tracks participant progress;
- (j) Monitor collaborative and Partner performance;
- (k) Ensure that financial education delivered by Partner, or on behalf of Partner, complies with the Oregon IDA Initiative financial education standards and grant requirements;
- (l) Assist Partner to develop materials for marketing and recruitment;
- (m) Develop and distribute VIDA procedural forms and handbooks;
- (n) Provide training for Partner in all relevant areas;
- (o) Provide training for financial institutions;
- (p) Develop and maintain relationships with financial institutions and act as custodian on all VIDA bank accounts, as needed;
- (q) Coordinate collaborative communication, meetings, and information sharing
- (r) Evaluate new partner organizations for inclusion in the collaborative
- (s) Assist Partner (as resources allow) with meeting individual benchmarks and program criteria upon request;
- (t) Assist agencies in acquiring financial education materials, and asset-specific materials that are culturally appropriate, upon request;
- (u) Provide technical assistance to Partner personnel, so that Partner is able to deliver IDA services that meet VIDA standards.
- (v) Review the effectiveness of collaborative Partners annually for continued program partnership.

**Section 5.02** The Partner will perform the following activities:

- (a) Remain an eligible entity that is not at risk of discontinuing services during the next three years;
- (b) Notify Administrator within 15 days of any IDA Specialist or Executive Director staff changes;
- (c) Conduct outreach to potential VIDA Participants in accordance with the intentions stated in the RFF ;
- (d) Screen and propose applicants for enrollment using current VIDA forms and procedures;
- (e) Provide or make accessible one-on-one support, case management services, financial education and asset-specific education (e.g. homeownership, small business development training, post-secondary education access and planning, and career development) to participants so that they are able to complete the IDA program successfully;
- (f) Conduct periodic check-ins with participants, no less than quarterly;
- (g) Support participants in completing their personal development plan and review it before submitting to the Administrator to ensure it adheres to program guidelines;
- (h) Have financial education and asset-specific education accessible, either directly through Partner, online, or through a referral to another agency, in a culturally appropriate manner and at no cost to the participant;
- (i) Respond to the RFF annually and strive to meet the performance goals as established in the most recent RFF. These performance goals shall reflect future funding and partnership decisions;
- (j) Participate in VIDA activities including attending VIDA meetings and webinars and ensuring that all IDA staff have been trained by the VIDA administrator;
- (k) Respond to all program-related inquiries in a timely manner;
- (l) Assist Administrator with fundraising and advocacy;
- (m) Review Outcome Tracker reports monthly and respond timely to issues and questions. Follow-up with participants who are not following the deposit schedule set forth in the savings plan agreement;
- (n) Provide post-program follow-ups, in order to assist in determining ongoing program success rate;
- (o) Submit all participant-related information containing sensitive or personal data through a secure server connection with high-grade encryption whenever possible;
- (p) Maintain participant records for at least seven years after participant exits the program (in either paper or electronic format);
- (q) Contact the Administrator regarding any concerns or issues with a partner financial institution for the Administrator to investigate and resolve;
- (r) Make files, memorandums of understanding and staff available for file review purposes, as needed. Partner reviews are detailed in Article 6 below;
- (s) Provide the Administrator receipts from participant purchases in a timely fashion up to and including final purchases.

- (t) Allocate all funds awarded through this annual contract by the deadline contained therein.

#### **Article VI. Partner Review**

**Section 6.01** The Administrator may perform informal Partner reviews, biennially. The purpose of the review is to provide support and to build positive relationships with Partner staff. Additionally, items listed in Section 5.02 may be reviewed. Partner will make every effort to schedule Partner review in a timely manner with Administrator. These reviews will take place remotely and in person, as needed.

**Section 6.02** Occasionally, Administrator may need to review Partner on an as needed basis, if there are issues related to performance, as indicated in Section 5.02. This formal type of review may be scheduled outside of the standard biennial review process and may be both remote and in person.

**Section 6.03** The Administrator will provide results from any formal Partner review to Partner within 45 days of review. Results may include areas of improvement and will highlight areas of success and accomplishments. In the event that Partner is unable to meet program goals and benchmarks as stated on the partner RFF, is not in compliance with section 5.02, or has demonstrated that the Partner may no longer fit in the collaborative, the following may occur:

- (a) Written notice will be sent by the Administrator to Partner, documenting areas for improvement; this notice will trigger Partner to enter into a probationary period;
- (b) A meeting will take place between the Administrator and the Partner to review areas for improvement and to create an action plan;
- (c) If progress is not made quarterly and the outlined benchmarks are not reasonably achieved within one year of probation, this agreement will not be renewed, at the discretion of the Administrator and active participants will be transferred in accordance to Section 9.04.

#### **Article VII. Reservation of Matching Funds**

**Section 7.01** At the beginning of each agreement year, the Administrator will reserve funds from the most recent Oregon IDA award to be used exclusively by Partner throughout the agreement year period. Funds may be distributed to participants at the discretion of Partner, until they run out or by January 31, 2022, at which point any remaining matching dollars will be reassigned. Partner may be able to access additional matching dollars prior to the end of the program year, should there be any available.

**Section 7.02** Should a participant leave the program during this program year who was assigned to the current funding year, prior to using matching funds, Partner will be required to reallocate funds to a new applicant.

**Section 7.03** Partner will be awarded \$45,000.00 in matching funds to be distributed in accordance with this agreement. These funds will reside with Administrator to be used exclusively for Partner during the term of this contract.

**Section 7.04** Partner may choose to allocate any or all of these funds to support existing savers, new enrollments, or any combination of the two. Supporting existing savers with additional match would be called a Savings Plan Agreement Amendment.

#### **Article VIII. Compensation**

**Section 8.01** Partner shall be paid an amount as calculated in accordance with and at times as set forth in Section 8.03. Partner's payment is for the costs associated with the following IDA-related activities:

- (a) Case Management / Counseling that includes:
  - i) Participant enrollment;
  - ii) Participant counseling related to financial planning and preparation (i.e. credit repair, working on debt-to-income ratio, developing budgets, financial goal setting);
  - iii) Participant counseling related to asset goal (i.e. business plan development, business advising, mortgage loan preparation, enrolling in a post-secondary education institution, etc.);
- (b) Instruction of financial education sessions;
- (c) Instruction of asset specific training (homeownership, small business training, etc.);
- (d) Expenses related to training for IDA activities;
- (e) Keeping track of participant progress as related to their savings plan agreement.

**Section 8.02** The Partner understands that IDA-required services are to be offered at no cost to the participant. If the Partner refers participants to a third party to deliver any aspect of IDA-related support or services, specifically Section 8.01 (b) and Section 8.01 (c) listed above, the Partner shall pay for any fees incurred, such as class registration fees or materials, on behalf of the participant.

**Section 8.03** Partner will be compensated 13% of match awarded to them in accordance with this agreement for all new enrollments. Funds are separate from the awarded match and will be dispersed according to the following:

- (a) 50% of the payment will be issued at the end of the month following receipt of this signed agreement, referred to as Contract Payment #1;
- (b) 50% of the payment will be issued upon completion of this agreement, referred to as Contract Payment #2;
- (c) Final payment will be based on actual match allocated, taking into consideration any losses or gains of unassigned current year funds as of the end of the agreement year.
- (d) Payment will be made via ACH or check, in accordance with Partner's instructions.

**Section 8.04** Should a participant request a transfer to another partner; the receiving partner must have available matching funds to receive the participant, if they enrolled in the current contract year. Transfers of participants from any other funding year will move the match to follow the participant. No additional compensation will occur for these types of transfers.

**Section 8.05** Match allocated for the purpose of a Savings Plan Agreement Amendment will not incur a member payment, if it supports savers enrolled in previous years.

#### **Article IX. Termination of the Agreement**

**Section 9.01** This agreement may be terminated voluntarily, or for cause, by either party.

**Section 9.02** Voluntary termination of the agreement by Partner may be made following ninety days written notice to the Administrator and by taking the following action, after official notice is accepted from Administrator, and under direction from the Administrator:

- (a) Notify all of its active and inactive participants that it is withdrawing from the VIDA collaborative;
- (b) Work with the Administrator to transfer the active accounts to other partners in the geographic location who have the capacity to provide service to the participants;
- (c) Promptly (no later than fifteen days prior to the date of separation) provide any reporting the Administrator requires so the Administrator can transfer accounts and report to funders.
- (d) Partner will not receive any final payments as referenced in Section 8.03 (a) and (b), should a new agreement been in effect.

**Section 9.03** Termination for cause may be made by Administrator. Partner shall receive notice stating reason for termination of agreement sixty days prior to termination, with opportunity to cure within that sixty day period. Regardless of the reason for agreement termination, if Partner has open accounts, the following will occur:

- (a) If Partner has inactive participant accounts (savers who have not been in contact for more than 6 months, are not making deposits and are not spending money, or those whose account is more than 12 months from the Savings End Date) notices will be sent to the participants requesting that the accounts be closed. Refer to the partner handbook for early exit procedures of inactive accounts;
- (b) Participants whose accounts are active and in good standing will be sent a letter by the Administrator informing them that their accounts will be transferred within thirty days to another partner. Those accounts will remain open as any other open account and no penalty will apply to the participant.
- (c) Partner would surrender all remaining payments from Section 8.03 (a) and (b), should a new agreement been in effect.

**Section 9.04** In the event the Administrator wishes to terminate its role as Administrator of the collaborative, it will:

- (a) Assist the VIDA collaborative with evaluation of strategies for completing the project, including consideration of identifying another administrator and seeking funder approval to transfer remaining funds (after payment of all costs incurred by the Administrator) to the new administrator;

- (b) Provide copies of the Administrator's communications with funders regarding termination of this agreement;
- (c) Provide final financial and program summaries to the new administrator and make available to the new administrator any information collected or generated by administrator staff, in accordance with grant guidelines.

**Article X. Modification**

This agreement may be modified in writing with the approval of both parties.

**Article XI. Indemnification**

Each party acknowledges responsibility for liability arising out of its performance of this agreement and shall defend and hold the other party harmless from and indemnify the other party for any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from activities under or services provided pursuant to this agreement.

**Article XII. Communications**

When a Partner communicates about the program, both internally and externally, the program is referred to as a partnership with CASA of Oregon. In external communications about the program, all reference to the program must be reviewed by Administrator prior to external release.

**Article XIII. Competition**

Partner agrees to notify the Administrator, in writing, if they intend to apply for competing funds through the Oregon IDA Initiative. Notification must be received within sixty days of application.

**Article XIV. Notification**

Notification to the Administrator may be made by regular mail or email to:

Peter Hainley  
Executive Director, CASA of Oregon  
20508 SW Roy Rogers Road, Suite 155, Sherwood, OR 97140  
[phainley@casaoforegon.org](mailto:phainley@casaoforegon.org)

Notification to Partner may be made by regular mail or email to:

Brenda Durbin  
Executive Director, Clackamas County Social Services Division  
2051 Kaen Road, Oregon City, OR 97045  
[brendadur@clackamas.us](mailto:brendadur@clackamas.us)

**Article XV. Approved Asset Goals**

VIDA partners may only offer IDAs for approved asset goals. The Partner requests to offer asset goals through the RFF process in which the Partner demonstrates that it has the capacity and expertise to offer high-quality participant support related to each asset

CASA of Oregon  
Agreement for Services

goal, or a reasonable plan in place to do so. Marketing and/or making available IDAs for asset goals not selected below will result in the Partner being placed on probation, and may result in the termination of partnership unless prior approval is obtained. Partner is approved to offer IDAs for the following asset goals and asset modifications:

Asset Class	Approval
First Time Home Ownership	X
Home Repair	
Employment Related Equipment/Assistive Technology/Job Training	
Small Business Start Up or Expansion	
Post-Secondary Education	X
Rental	
Retirement	
Vehicle	X
Manufactured Home Replacement (Home Ownership)	
Debt Repayment (student loans and medical debt only)	

By signing this agreement, Partner and Administrator agrees to these terms.

CLACKAMAS COUNTY  
 Commissioner: Tootie Smith, Chair  
 Commissioner: Sonya Fischer  
 Commissioner: Mark Shull  
 Commissioner: Paul Savas  
 Commissioner: Martha Schrader

For: CASA of Oregon

Signing on Behalf of the Board:

By: Peter Hainley

By:

Title: Executive Director

Title:

April 1, 2021

Date:

Signatures: *Peter Hainley*

# Financial Assistance Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

**\*\* CONCEPTION \*\***

Note: The processes outlined in this form are not applicable to disaster recovery grants.

## Section I: Funding Opportunity Information - To be completed by Requester

Lead Department & Fund:

H35 - Social Services

Application for:  Subrecipient Assistance  Direct Assistance

Grant Renewal?  Yes  No

If renewal, complete sections 1, 2, & 4 only

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity:

2021 VIDA Request for Qualifications

Funding Source: Federal  State  Local

Requestor Information (Name of staff person initiating form):

Kristina Babcock

Requestor Contact Information:

kbabcock@clackamas.us

Department Fiscal Representative:

Jennifer Snook

Program Name or Number (please specify):

IDA Program

Brief Description of Project:

In partnership with the Housing Authority of Clackamas County, the Social Services Division provides low-income individuals and families with access to Individual Development Accounts to support their efforts to build assets. Clients with IDAs save money each month and receive matching funds deposited into their savings accounts. Clients can use the accumulated funds to purchase a home or a vehicle or pay for post-secondary education at the end of their savings agreement period.

Name of Funding Agency:

CASA of Oregon

Agency's Web Address for funding agency Guidelines and Contact Information:

[www.casaoforegon.org/content/family-economic-opportunity](http://www.casaoforegon.org/content/family-economic-opportunity)

**OR**

Application Packet Attached:  Yes  No

Completed By:

Kristina Babcock

05/26/21

Date

**\*\* NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE \*\***

## Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:

N/A

Funding Agency Award Notification Date:

Announcement Date:

Jan. 2021

Announcement/Opportunity #:

RFF 2021-22

Grant Category/Title:

CASA of Oregon VIDA Program

Max Award Value:

\$45,000 in matching funds for client savings

Allows Indirect/Rate:

N/A

Match Requirement:

0.00%

Application Deadline:

Other Deadlines:

Award Start Date:

04/01/21

Other Deadline Description:

Award End Date:

03/31/22

Completed By:

Kristina Babcock

Program Income Requirement:

low-income

Pre-Application Meeting Schedule:



**Section III: Funding Opportunity Information** - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

**Mission/Purpose:**

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

2. What, if any, are the community partners who might be better suited to perform this work?

3. What are the objectives of this funding opportunity? How will we meet these objectives?

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

**Organizational Capacity:**

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

**Collaboration**

1. List County departments that will collaborate on this award, if any.

**Reporting Requirements**

1. What are the program reporting requirements for this grant/funding opportunity?

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this funding?

**Fiscal**

1. Will we realize more benefit than this financial assistance will cost to administer?

2. Are other revenue sources required? Have they already been secured?

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Program Approval:

Teresa Christopherson

6/8/21

Teresa D.  
Christopherson

Digitally signed by Teresa D.  
Christopherson  
Date: 2021.06.08 10:19:38 -0700

Name (Typed/Printed)

Date

Signature

**\*\* NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR \*\***

**\*\* MEMORANDUM CERTIFICATION REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN \*\***

**Section IV: Approvals**

<b>DIVISION DIRECTOR (or designee, if applicable)</b>		
Brenda Durbin	June 8, 2021	Brenda Durbin <small>Digitally signed by Brenda Durbin Date: 2021.06.08 17:07:41 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Mary Rumbaugh for Rodney A Cook	June 9, 2021	Mary Rumbaugh <small>Digitally signed by Mary Rumbaugh Date: 2021.06.09 08:12:12 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

<b>FINANCE ADMINISTRATION</b>		
Elizabeth Comfort	6.9.2021	Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.06.09 11:26:20 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

<b>EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)</b>		
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

**Section V: Board of County Commissioners/County Administration**

*(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

**For applications less than \$150,000:**

<b>COUNTY ADMINISTRATOR</b>	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

**For applications greater than \$150,000 or which otherwise require BCC approval:**

BCC Agenda item #:  Date:

OR

Policy Session Date:

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County Administration Attestation

County Administration: re-route to department contact when fully approved.  
 Department: keep original with your grant file.

July 8, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Grant Agreement with US Department of Treasury  
For Emergency Rental Assistance Funds (ERA 2)

<b>Purpose/Outcomes</b>	Approval of grant agreement with US Dept. of Treasury to provide rent assistance to eligible households impacted by the COVID-19 crisis.
<b>Dollar Amount and Fiscal Impact</b>	The county is eligible for \$9,908,500 of funds which will be distributed in two payments.
<b>Funding Source</b>	US Department of Treasury under the authority of Section 3201 (a) of the American Rescue Act of 2021
<b>Duration</b>	Grant effective from signature of both parties to September 30, 2025
<b>Previous Board Action</b>	None
<b>Counsel Review</b>	The agreement was approved by Counsel on May 26, 2021 AN
<b>Procurement Review</b>	Was the item processed through Procurement? N/A- This is a revenue agreement.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing.</li> <li>2. Ensure safe, healthy and secure communities.</li> </ol>
<b>Contact Person</b>	Brenda Durbin – Social Services Division - 503 655-8641
<b>Contract No.</b>	ERA2-1132

The American Rescue Plan Act provides a total of \$21.5.5 billion in Emergency Rent Assistance (ERA 2) funds to help eligible state, local, territorial, and Tribal governments to provide rental assistance and housing stabilization services to households impacted by the COVID epidemic. The County is eligible to receive \$9,908.500, which is to be distributed in two payments.

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In order to receive the funds, local governments had to apply and the portal for applications opened on May 4, 2021. Finance staff applied for the funds on the County's behalf on May 10, 2021. The application also formulated the agreement, which was executed by the County Administrator on the same day, with Board notification.

The first disbursement was received May 13, 2021 in the amount of \$3,963,400. The funds will allow for the expansion and extension of current rental assistance programs.

**RECOMMENDATION:**

Staff recommends the Board approve the process described above, and that Tootie Smith, Board Chair, or her designee, be authorized to sign the Agreement on behalf of the Clackamas County Board of Commissioners.

Respectfully submitted,

A handwritten signature in cursive script that reads "May R. Rebaugh for Rodney A. Cook". The signature is written in black ink and is positioned above the typed name of the signatory.

Rodney A. Cook, Interim Director  
Health, Housing, and Human Services Department

# Financial Assistance Applicant Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

**\*\* CONCEPTION \*\***

Note: The processes outlined in this form are not applicable to disaster recovery grants.

## Section I: Funding Opportunity Information - To be completed by Requester

Lead Department:

Health, Housing and Human Services

Application for:  Subrecipient Assistance  Direct Assistance

Grant Renewal?  Yes  No

If renewal, complete sections 1, 2, & 4 only

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity:

U.S. Department of Treasury Emergency Rental Assistance (ERA 2)

Funding Source: Federal  State  Local

Requestor Information (Name of staff person initiating form):

Brenda Durbin, Director of Social Services Division

Requestor Contact Information:

Brenda Durbin

Department Fiscal Representative:

Bruce Aronson

Program Name or Number (please specify):

2021 U.S. Department of Treasury Emergency Rental Assistance Program

Brief Description of Project:

The American Rescue Plan's Emergency Rental Assistance (ERA 2) program makes available \$21.5 billion to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic. The funds are provided directly to States, U.S. Territories, local governments, and Indian tribes. Grantees use the funds to provide assistance to eligible households through existing or newly created rental assistance programs. Clackamas County's direct allocation is \$9,908,500

Name of Funding Agency:

US Department of Treasury

Agency's Web Address for funding agency Guidelines and Contact Information:

<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program>

**OR**

Application Packet Attached:  Yes  No

Completed By:

Teresa Christopherson

06/01/2021

Date

**\*\* NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE \*\***

## Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:

21.023

Funding Agency Award Notification Date:

05/4/21

Announcement Date:

5/4/21

Announcement/Opportunity #:

Grant Category/Title:

Max Award Value:

\$9,908,500

Allows Indirect/Rate:

No

Match Requirement:

No

Application Deadline:

05/07/2021

Other Deadlines:

Must apply by 05/07/21

Award Start Date:

5/13/21

Other Deadline Description:

Award End Date:

9/30/25

Completed By:

Teresa Christopherson

Program Income Requirement:

Pre-Application Meeting Schedule:

**Section III: Funding Opportunity Information** - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

**Mission/Purpose:**

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

Social Services Division operates a rental assistance program to assist low income persons, homeless persons and persons impacted by the COVID Coronavirus public health pandemic.

2. What, if any, are the community partners who might be better suited to perform this work?

Social Services will work with Procurement to determine if current contracts can be used to distribute these funds. Depending on the answer from Procurement, and partner capacity, an additional NOFO may be required.

3. What are the objectives of this funding opportunity? How will we meet these objectives?

Rent assistance to keep people housed during this pandemic

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

Yes, Social Services Division has an existing rental assistance program

**Organizational Capacity:**

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

Social Services Division may need to increase staff capacity, depending on the amount of funds that will be distributed via county staff. The grant allows 15% for program administration and housing stabilization, which should be enough to cover the county's costs.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

Partnerships are not required but, SSD intends to use community partners to assist in distributing these emergency rental assistance funds.

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

This is one-time funding for emergency rental assistance

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

These funds would expand a current program. The program will end once the funding is fully expended.

**Collaboration**

1. List County departments that will collaborate on this award, if any.

PGA will assist with public information

**Reporting Requirements**

1. What are the program reporting requirements for this grant/funding opportunity?

Further guidance will be issued soon

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

Further guidance will be issued soon. We are using existing databases to track data.

3. What are the fiscal reporting requirements for this funding?

Further guidance will be issued soon.

**Fiscal**

1. Will we realize more benefit than this financial assistance will cost to administer?

This funding will be essential to preserving stable housing for families and individuals impacted by COVID.

2. Are other revenue sources required? Have they already been secured?

N/A

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

N/A

4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Indirect costs that are not part of a federally approved rate are not allowed under this grant. Other funds will be used to cover those costs.

Program Approval:

Teresa Christopherson

6/8/21

Teresa D. Christopherson

Digitally signed by Teresa D Christopherson  
Date: 2021.06.08 10:51:21 -0700

Name (Typed/Printed)

Date

Signature

**\*\* NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR \*\***

**\*\*ATTACH ANY VERIFICATIONS REQUIRED BY THE FUNDING AGENCY COUNTY PRIANT OR ADOPTED WITH USK\*\***



**Section IV: Approvals**

<b>DIVISION DIRECTOR (or designee, if applicable)</b>		
Brenda Durbin	June 8, 2021	Brenda Durbin <small>Digitally signed by Brenda Durbin Date: 2021.06.08 11:01:17 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Mary Rumbaugh for Rodney A Cook	June 8, 2021	Mary Rumbaugh <small>Digitally signed by Mary Rumbaugh Date: 2021.06.08 11:39:52 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

<b>FINANCE ADMINISTRATION</b>		
Elizabeth Comfort	6.9.2021	Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.06.09 09:45:18 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

<b>EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)</b>		
Daniel Nibouar	6/10/2021	Daniel Nibouar <small>Digitally signed by Daniel Nibouar Date: 2021.06.10 09:09:22 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

**Section V: Board of County Commissioners/County Administration**

*(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

**For applications less than \$150,000:**

<b>COUNTY ADMINISTRATOR</b>	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

**For applications greater than \$150,000 or which otherwise require BCC approval:**

BCC Agenda Item #:  Date:

OR

Policy Session Date:

---

County Administration Attestation

**County Administration: re-route to department contact when fully approved.  
Department: keep original with your grant file.**

July 8, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #01 to a Revenue Contract with  
CareOregon, Inc. for Behavioral Health Services

<b>Purpose/Outcomes</b>	This contract provides the funding for certain behavioral health services.
<b>Dollar Amount and Fiscal Impact</b>	Amendment adds \$1,908,454.00, increasing the maximum contract value to \$3,750,012.00. The funds provided through this Amendment support mental health services through the end of the calendar year.
<b>Funding Source</b>	No County General Funds are involved. State of Oregon, Oregon Health Plan (OHP) provided through CareOregon.
<b>Duration</b>	Effective July 1, 2021 and terminates December 31, 2021
<b>Previous Board Action/Review</b>	Board reviewed and approved 2021 revenue contract January 14, 2021, Board Agenda Item 011421-A1.
<b>Strategic Plan Alignment</b>	Ensuring safe, healthy and secure communities through the provision of mental health services.
<b>Counsel Review</b>	Reviewed and approved June 10, 2021 (KR)
<b>Procurement Review</b>	Was this item reviewed by Procurement? No. Procurement review is not required for revenue contracts or amendments.
<b>Contact Person</b>	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
<b>Contract No.</b>	9975

**BACKGROUND:**

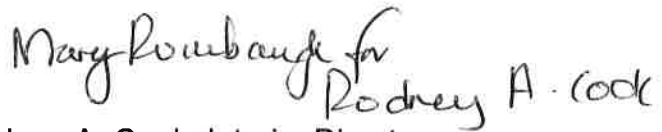
The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #01 to a revenue contract with CareOregon, Inc. for the funding for certain behavioral health services. This Contract provides the funds for Intensive Care Coordination for adults and children, Substance Use Disorder Care Coordination, Wraparound Services, Choice Services, and administrative support. The Amendment provides additional funding and adds new language regarding Intensive Care Coordination Services.

This Amendment, effective July 1, 2021 and continues through December 31, 2021, was reviewed and approved by County Counsel June 10<sup>th</sup> 2021. Amendment #01 adds \$1,908,454.00, increasing the maximum compensation available to \$3,750,012.00.

**RECOMMENDATION:**

Staff recommends Board approval of this Amendment.

Respectfully submitted,

A handwritten signature in black ink that reads "Mary Kumbauge for Rodney A. Cook". The signature is written in a cursive style.

Rodney A. Cook, Interim Director  
Health, Housing & Human Services Department

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 9975	<b>Division:</b> BH	<input type="checkbox"/> Subrecipient
<b>Board Order #:</b>	<b>Contact:</b> Russell, Angela	<input checked="" type="checkbox"/> Revenue
	<b>Program Contact:</b> Rumbaugh, Mary	<input checked="" type="checkbox"/> Amend # 1 \$ \$1,908,454.00
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    Date: \_\_\_\_\_

**CONTRACT WITH:** CareOregon, Inc.

**CONTRACT AMOUNT:** \$3,750,012.00

### TYPE OF CONTRACT

- |   |   |
|---|---|
| <input type="checkbox"/> Agency Service Contract        | <input type="checkbox"/> Memo of Understanding/Agreement                        |
| <input type="checkbox"/> Construction Agreement         | <input checked="" type="checkbox"/> Professional, Technical & Personal Services |
| <input type="checkbox"/> Intergovernmental Agreement    | <input type="checkbox"/> Property/Rental/Lease                                  |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off  |

### DATE RANGE

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Full Fiscal Year _____      | <input type="checkbox"/> 4 or 5 Year _____          |
| <input checked="" type="checkbox"/> Upon Signature _____        | <input type="checkbox"/> Biennium _____             |
| <input checked="" type="checkbox"/> Other 7/1/2021 - 12/31/2021 | <input type="checkbox"/> Retroactive Request? _____ |

### INSURANCE What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

Approved by Risk Mgr \_\_\_\_\_

Risk Mgr's Initials and Date

### BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

### COUNTY COUNSEL

Yes by: Rastetter, Kathleen    Date Approved: Thursday, June 10, 2021

OR

This contract is in the format approved by County Counsel.

### SIGNATURE OF DIVISION REPRESENTATIVE:

Date: \_\_\_\_\_

H3S Admin  
Only

Date Received: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Sent: \_\_\_\_\_

## CAREOREGON

### FIRST AMENDMENT TO BEHAVIORAL HEALTH SERVICES DELEGATION AGREEMENT

This First Amendment to the Behavioral Health Services Delegation Agreement (“Amendment”) is between CareOregon Inc., an Oregon nonprofit corporation (“CareOregon”), and Clackamas County (“Provider”).

#### RECITALS

- A. The parties entered into the following Agreement: Behavioral Health Services Delegation Agreement effective January 1, 2021 (“Agreement”).
- B. The parties desire to amend the Agreement.

#### AMENDMENT

- A. **Amendment(s).** Effective July 1, 2021, the Agreement is amended as follows. Language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:
  1. Exhibit B, Delegation of Care Coordination and Intensive Care Coordination (ICC) for Specific Populations, Subsection A:

**f. Provider shall, for each Contract Year, assist CareOregon with its obligations under the CCO Contract and OAR 410-141-3860(19) to submit care coordination reports to OHA. Provider shall collect and submit to CareOregon the information needed for the care coordination reports in advance of OHA’s reporting deadlines. CareOregon shall give Provider reasonable notice of the specific information that will be needed from Provider for the reports in advance of the OHA reporting deadlines. In order to identify the information required for the reports, Provider shall consult OAR 410-141-3860(19) and the Care Coordination Report template posted on the Oregon Health Authority CCO Contract Forms website, <https://www.oregon.gov/oha/HSD/OHP/Pages/CCO-Contract-Forms.aspx>**
  2. Exhibit E, Delegated Services Rate Agreement, Subsection A.1.b:
    - b. The maximum, not-to-exceed compensation payable to Provider under this Agreement for the time period of July 1, 2021 to December 31, 2021, **which includes any allowable expenses, is \$1,908,454.** ~~will be detailed in an amendment of this Agreement to be mutually agreed upon by the parties.~~

B. **Other Provisions.** Except as modified hereby, the Agreement shall remain in full force and effect.

C. **Signatures.** This Agreement may be signed in counterparts. Delivery of an executed signature page of this Agreement by fax or by electronic transmission of a PDF file will be effective as delivery of a manually executed counterpart of this Agreement.

**CAREOREGON, INC.**

**CLACKAMAS COUNTY**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

July 8, 2021

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval for Agreement # 10057 with Oregon Health and Science University (OHSU)  
for  
Institutional Review Board (IRB) study.

<b>Purpose/Outcomes</b>	Provides Clackamas Health Centers (CHC) acceptance for participation in an IRB focused study on opioid treatment in Criminal Justice System (CJS) involved adults.
<b>Dollar Amount and Fiscal Impact</b>	Oregon Health and Science University will pay CHC up to \$219,419.00 over a period of four years. No County General Funds are involved. No matching funds required.
<b>Funding Source</b>	Oregon Health and Science University (OSHU).
<b>Duration</b>	Effective upon signature and no expiration until study is concluded.
<b>Previous Board Action</b>	No Previous Board action.
<b>Strategic Plan Alignment</b>	1. Improve Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	1. June 7, 2021 2. KR
<b>Procurement Review</b>	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This was a direct procurement.
<b>Contact Person</b>	Deborah Cockrell, Health Centers Division Director – 503-742-5495
<b>Contract No.</b>	10057

**BACKGROUND:**

Clackamas Health Centers (CHC) of the Health, Housing and Human Services Department requests the approval of agreement #10057 with OHSU for the purpose of participating in an IRB study focused on opioid addictions.

The National Institutes of Health will award grants from the Justice Community Opioid Innovation Network (JCOIN) to support research on quality addiction treatment for opioid use disorder (OUD) in criminal justice settings nationwide. OSHU will be part of the JCOIN network and sponsor CHC as a participant in this study. OSHU will be accessing CHC patients currently incarcerated with the Corrections Department.

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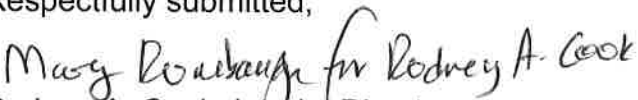
Page 2 Staff Report  
July 8, 2021  
Agreement #10057

The total amount of this agreement is \$46,827.00 with the potential to be increased up to \$219,419.00 over a period of four years. No County General Funds are involved. The agreement is effective upon signature through July 31, 2023.

**RECOMMENDATION:**

Staff recommends the Board approval and authorize the Director of Health, Housing and Human Services to sign.

Respectfully submitted,

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



# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 10057	<b>Division:</b> HC	<input type="checkbox"/> Subrecipient
<b>Board Order #:</b>	<b>Contact:</b> Howard, Rebecca	<input type="checkbox"/> Revenue
	<b>Program Contact:</b> Suchocki, Andrew	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** \_\_\_\_\_

**CONTRACT WITH:** Oregon Health & Sciences University

**CONTRACT AMOUNT:** \$46,827.00

**TYPE OF CONTRACT**

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input checked="" type="checkbox"/> One Off

**DATE RANGE**

<input checked="" type="checkbox"/> Full Fiscal Year _____ - _____	<input checked="" type="checkbox"/> 4 or 5 Year _____ - _____
<input checked="" type="checkbox"/> Upon Signature _____ - 7/31/2023	<input type="checkbox"/> Biennium _____ - _____
<input type="checkbox"/> Other _____ - _____	<input type="checkbox"/> Retroactive Request? _____ - _____

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Rastetter, Kathleen    Date Approved: Tuesday, June 15, 2021

OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** \_\_\_\_\_

Date: \_\_\_\_\_

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

X	New Agreement/Contract
	Amendment/Change Order Original Number _____

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Health Centers

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** Oregon Health & Sciences University

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Clackamas Health Centers is partnering with OHSU and NYU to join a national research study on Opioid addictions and treatment services and trying to reduce fatalities. The name of the research project is Justice Community Opioid Innovation Network (JCOIN): Long-acting buprenorphine vs. naltrexone opioid treatments in CJS - involved adults.

Subaward 1013969

**H3S CONTRACT NUMBER:** 10057

## FDP Cost Reimbursement Subaward

**Federal Awarding Agency:** National Institutes of Health (NIH)

**Pass-Through Entity (PTE):**  
Oregon Health & Science University

**Subrecipient:**  
Clackamas County

PTE PI: Elizabeth Waddell

Sub PI: Andrew Suchocki

PTE Federal Award No: 5U01DA047962-02 via Subaward 18-A0-00-1001703 from NYU

Subaward No: 1013969\_CLACKAMAS

Project Title: Long-acting buprenorphine vs. naltrexone opioid treatments in CJS-involved adults

Subaward Budget Period:  
Start: 08/01/2020 End: 07/31/2021

Amount Funded This Action (USD): \$ 15,609.00

Estimated Period of Performance:  
Start: 08/01/2020 End: 07/31/2023

Incrementally Estimated Total (USD): \$ 46,827.00

### Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after each Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Administrative Contact and the Subrecipient's Administrative Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Administrative Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Administrative Contact, and Subrecipient notice shall be directed to the Administrative Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:

Name: Lisa Fitzpatrick Date: \_\_\_\_\_

Title: Grants & Contracts Manager, OPAM

By an Authorized Official of the Subrecipient:

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment 1**  
**Certifications and Assurances**

Subaward Number:

1013969\_CLACKAMAS

**Certification Regarding Lobbying (2 CFR 200.450)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 the 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 in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.

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**Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

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**Audit and Access to Records**

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

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**Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)**

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

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The Subrecipient shall require that the language of the certifications above in this Attachment 1 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.

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**Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

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**Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment**

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

**Attachment 2**  
**Federal Award Terms and Conditions**

Subaward Number  
1013969\_CLACKAMAS

**Required Data Elements**

The data elements required by Uniform Guidance are incorporated in the attached Federal Award.

Awarding Agency Institute (If Applicable)

Federal Award Issue Date	FAIN	Assistance Listing No.
Assistance Listing Program Title (ALPT)		
Key Personnel Per NOA		

**This Subaward Is:**

- Research & Development     Subject to FFATA

**General Terms and Conditions**

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
2. 2 CFR 200 and 45 CFR Part 75.
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:  
 except for the following:
  - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the  Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
  - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
  - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
  - d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313
  - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income:

**Special Terms and Conditions:**

**Data Sharing and Access:**

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

is a Data Management and/or Sharing Plan that incorporates additional requirements as submitted to the Federal Awarding Agency.

**Data Rights:**

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

**Copyrights:**

to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

**Promoting Objectivity in Research (COI):**

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

**Work Involving Human or Vertebrate Animals** (Select Applicable Options)

No Human or Vertebrate Animals

IRB

Not required for the following reason:

Human Subjects

There is an sIRB designated

Vertebrate Animals

The PTE requires verification of IRB and/or IACUC approval be sent to the  as required above:

Subrecipient agrees that any non-exempt human and/or vertebrate animal research protocol conducted under this Subaward shall be reviewed and approved by the appropriate Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current and duly approved research protocols for all periods of the Subaward involving human and/or vertebrate animal research. Subrecipient certifies that the appropriate IRB and/or IACUC are in full compliance with applicable state and federal laws and regulations. The Subrecipient certifies that any submitted IRB / IACUC approval represents a valid, approved protocol that is entirely consistent with the Project associated with this Subaward. In no event shall Subrecipient invoice or be reimbursed for any human or vertebrate animals related expenses incurred in a period where any applicable IRB / IACUC approval is not properly in place.

**Human Subjects Data** (Select One)

Human Subjects Data will be exchanged under this Subaward (check all that apply):

The PTE will set forth the terms of the exchange of Human Subjects Data (Select One):

- From Subrecipient to PTE  
 From PTE to Subrecipient

**NIH Terms and Conditions**

The Clinical Trial Indicator in Section IV of the PTE's NOA is stated as:

**Multiple PIs (MPI)**

**Certificate of Confidentiality:**

The Parties agree that this research funded in whole or in part by the National Institutes of Health ("NIH"), is subject to NIH Policy NOT-OD-17-109 (the "Policy") and therefore is deemed under the Policy to be issued a Certificate of Confidentiality ("Certificate") should the conditions outlined within the Policy apply. Accordingly, the subrecipients who collect or receive identifiable, sensitive information are is required to adhere to the Policy and protect the privacy of individuals who are subjects of such research in accordance with the Policy and subsection 301(d) of the Public Health Service Act (the "PHS Act").

**Additional Terms**

Applicable terms and conditions of the PTE Award and Data Safety and Monitoring Plan (attached) are hereby incorporated as part of Attachment 6.

No human subjects data is being exchanged between PTE and Subrecipient. Subrecipient agrees that any de-identified human subjects data, PHI (Personal Health Information) or identifiable human data shall be handled in accordance with the terms and limitations contained in any related IRB consent forms and/or any data/materials use agreement executed between Subrecipient and third party collaborators. Subrecipient further certifies that the IRB approvals have been approved by NIH and that they agree to follow the related Data Sharing Plan and Data Safety and Monitoring Plan associated with this project as referenced in the PTE Award.

**Attachment 3A**  
**Pass-Through Entity (PTE) Contacts**

Subaward Number:  
1013969\_CLACKAMAS

**PTE Information**

Entity Name: Oregon Health & Science University

Legal Address: Office of Proposal & Award Management  
3181 SW Sam Jackson Park Road  
Mail Code: L106OPAM  
Portland, OR 97239-3098

Website: <https://www.ohsu.edu/xd/research/administration/proposal-and-award-management/index.cfm>

**PTE Contacts**

Central Email: spasub@ohsu.edu

Principal Investigator Name: Elizabeth Waddell

Email: waddelle@ohsu.edu Telephone Number: 503.494.3732

Administrative Contact Name: Jen Michaud, Subout Grants & Contracts Administrator

Email: michauj@ohsu.edu Telephone Number: 503.494.2379

COI Contact email (if different to above): integrity@ohsu.edu

Financial Contact Name: Subout Administrator

Email: spasub@ohsu.edu Telephone Number: 503.494.7784

Email invoices?  Yes  No Invoice email (if different): spasub@ohsu.edu

Authorized Official Name: Lisa Fitzpatrick, Grants & Contracts Manager, OPAM

Email: spasub@ohsu.edu Telephone Number: 503.494.7784

**PI Address:**

3181 SW Sam Jackson Park Road  
Portland, OR 97239-3098

**Administrative Address:**

Office of Proposal & Award Management  
3181 SW Sam Jackson Park Road  
Mail Code: L106OPAM  
Portland, OR 97239-3098

**Invoice Address:**

Oregon Health & Science University  
Office of Proposal and Award Management  
3181 SW Sam Jackson Park Road  
Portland, OR 97329-3098



**Attachment 3B**  
**Subrecipient Contacts**

Subaward Number:

1013969\_CLACKAMAS

**Subrecipient Information for FFATA reporting**

Entity's DUNS Name: Clackamas County

EIN No.: 93-6002286 Institution Type: County Government

DUNS: 096992656 Currently registered in SAM.gov:  Yes  No  
Exempt from reporting executive compensation:  Yes  No (if no, complete 3Bpg2)

Parent DUNS:  This section for U.S. Entities: Zip Code Look-up  
Place of Performance Address Congressional District:  Zip Code+4:

110 Beaver Creek Road, Suite 100  
Oregon City, OR 97045

**Subrecipient Contacts**

Central Email: healthcentercontracts@clackamas.us

Website: https://www.clackamas.us/healthcenters

Principal Investigator Name: Andrew Suchocki

Email: asuchocki@clackamas.us Telephone Number: 503-650-3932

Administrative Contact Name: Rebecca Howard

Email: rhoward@clackamas.us Telephone Number: 503-722-6321

Financial Contact Name: sjacobson@clackamas.us

Email: sjacobson@clackamas.us Telephone Number: 503-742-5303

Invoice/Payment Email: Adam Kearn / akearl@clackamas.us

Authorized Official Name: Rodney A. Cook

Email: rodcoo@clackamas.us Telephone Number: 503-650-5677

**Legal Address:**

2051 Kaen Road  
Oregon City, OR 97045

**Administrative Address:**

2051 Kaen Road, Suite 367  
Oregon City, OR 97045

**Payment Address:**

2051 Kaen Road, Suite 367  
Oregon City, OR 97045



**Attachment 3B-2**  
**Highest Compensated Officers**

Subaward Number:

1013969\_CLACKAMAS

**Subrecipient:**

Institution Name:

PI Name:

**Highest Compensated Officers**

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

**Attachment 4**  
**Reporting and Prior Approval Terms**

Subaward Number:  
1013969\_CLACKAMAS

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

**Technical Reports:**

- Monthly technical/progress reports will be submitted to the PTE's  within  days of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's .
- Annual technical / progress reports will be submitted within  days prior to the end of each budget period to the PTE's . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's  within  days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's  in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

**Prior Approvals:**

Carryover:

Carryover is restricted for this subaward by the:

*Carryover instructions and requirements are as stated by the Federal Awarding Agency guidance or as shown below.*

Submit carryover requests to the .

**Other Reports:**

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's  within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's  within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.  
A negative report is required:
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

**Additional Technical and Reporting Requirements:**

**Attachment 5**  
**Statement of Work, Cost Sharing, Indirects & Budget**

Subaward Number:  
1013969\_CLACKAMAS

**Statement of Work**

Below  Attached,  pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

**Budget Information**

<b>Indirect Information</b> Indirect Cost Rate (IDC) Applied <input type="text" value="10*"/> % Rate Type: <input type="text" value="de minimis rate of 10%"/>	<b>Cost Sharing</b> <input type="text" value="No"/> If Yes, include Amount: \$ <input type="text"/>
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**Budget Details**  Below  Attached,  pages

\*Per CFR 200.331-6, indirect costs are allowable under this Agreement up to the applicable rates in the Subrecipient's federally negotiated facilities and administrative cost agreement or the 10% MTDC de minimus rate if Subrecipient does not have a federally negotiated facilities and administrative cost agreement. Per CFR 200.414-8, Subrecipient is permitted to voluntarily waive a portion of or all of the applicable rate at their sole discretion; the decision must be made solely by the Subrecipient and has not been encouraged or coerced in any way by the Federal awarding agency or PTE.

**Budget Totals**

Direct Costs	\$	<input type="text" value="15,609.00"/>
Indirect Costs	\$	<input type="text" value="0.00"/>
Total Costs	\$	<input type="text" value="15,609.00"/>

*All amounts are in United States Dollars*

**Attachment 6**  
**Notice of Award (NOA) and any additional documents**

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.

## **Subaward 1013969\_CLACKAMAS - ATTACHMENT 5 - STATEMENT OF WORK**

**Project Title: Long-acting buprenorphine vs. naltrexone opioid treatments in CJS-involved adults (EXIT CJS)**

**Start/End Dates:** 05/01/2021 – 07/31/2023

**Subaward:** Clackamas County Health Center (CCHC)

### **Project Description:**

EXIT CJS study seeks to compare the effectiveness of two medications used to treat opioid use disorder, extended-release buprenorphine (XR-B) vs. extended-release naltrexone (XR-NTX), among adults currently incarcerated in U.S. jails and prisons at 6 distinct trial sites, including Oregon. This open-label, non-inferiority, head-to-head study design will offer providers, correctional and public health authorities, payers and policy makers' timely and relevant data to assess the effectiveness of XR-B (and XR-NTX) as potentially useful re-entry and relapse prevention treatment options. Comparing retention-in-study-medication treatment, we hypothesize XR-B is non-inferior to XR-NTX.

Clackamas County Health Centers (CCHC) will participate in the EXIT-CJS study, establishing Beaver Creek Health Center as a post release site for research and medical visits. CCHC will provide a study clinician and other health professionals to prescribe and administer study medication to individuals that have been enrolled in the study. The CCHC team members will follow the protocol and local Manual of Operations to complete all medical visit activities. CCHC team members will assess and monitor adverse events and complete the protocol required data collection activities. CCHC team members will attend weekly meetings with the MPIs at the 5 participating sites through WebEx and attend the national Study Clinician calls.

CCHC will provide a secured, limited access location for the storage of study medication. Space will also be provided for the study Research Coordinator to meet with protocol participants post release.

**Subaward 1013969\_CLACKAMAS - ATTACHMENT 5 - BUDGET**

Budget Start Date	5/1/2021
End Date:	7/31/2021

PERSONNEL	ROLE ON PROJECT	KEY Y/N	SALARY	% EFFORT	CAL. MOS.	SALARY REQUESTED	OPE BENEFITS	TOTAL	OPE RATE
<b>YEAR 2</b>									
Andrew Suchocki	Subaward PI	Y	199,300	10.0%	0.30	4,983	2,084	7,067	
Melanie Schafer		N		5.0%	0.15	2,685	1,076	3,761	
Karen Howard		N		5.0%	0.15	1,455	1,010	2,465	
Leslie King		N		1.0%	0.03	544	382	926	
Sabrina Cloteaux		N		1.0%	0.03	644	246	890	
<b>SUB TOTAL:</b>						<b>10,311</b>	<b>4,798</b>	<b>15,109</b>	

**Detailed Budget**

PERSONNEL	YEAR 1
Salary Requested	10,311
Fringe Benefits	4,798
<i>Personnel total</i>	<b>15,109</b>

NON-PERSONNEL	YEAR 1
Materials and Supplies	500
Supplies for jail clinic	
Publication Costs	
Other Costs:	
Participant incentives	
Study Medications	
Lab Tests	
Refrigerator-county health clinic	

<b>DIRECT COSTS</b>	<b>15,609</b>
<b>INDIRECT COSTS</b>	<b>0</b>
<b>TOTAL COSTS</b>	<b>15,609</b>

Indirect Cost Rate: 10% \*

\* Per CFR 200.331-6, indirect costs are allowable under this Agreement up to the applicable rates in the Subrecipient's federally negotiated facilities and administrative cost agreement or the 10% MTDC de minimus rate for if Subrecipient does not have a federally negotiated facilities and administrative cost agreement. Per CFR 200.414-8, Subrecipient is permitted to voluntarily waive a portion of or all of the applicable rate at their sole discretion; the decision must be made solely by the Subrecipient and has not been encouraged or coerced in any way by the Federal awarding agency or PTE.

## **DETAILED DATA AND SAFETY MONITORING PLAN (DSMP)**

### **I. Protocol Description**

As described, see Research Plan

### **II. Data Management and Analysis**

#### **A. Data Acquisition and Transmission and Data Entry Methods**

As described, see Research Plan and Resources and Facilities

#### **B. Data Analysis Plan**

As described, see Research Plan and Statistical Analysis Plan and Power Calculations.

### **III. Quality Assurance**

#### **A. Procedures in Place to Ensure the Validity and Integrity of the Data**

Study clinicians and research staff will undergo the same baseline training at the inception of the study. During study-startup, NYU will host all PIs, Project Managers, and Data Management staff will ensure the quality of the clinicians' and the research assistants' administration of study assessments and instruments and of integrity of the data recorded through regular reviews and on-going data monitoring. Integrity of collected data. The identification key linking the separate charts containing the Informed Consent document and patient identifiers (name, signature, DOB, address, phone numbers) and the assessment instruments and study dataset will be stored in a locked cabinet (paper copy) as well as on a password-protected file stored on secured servers at each site, accessible only to approved study staff. The study dataset will be otherwise de-identified and securely stored as described below. Only authorized study staff will have access to the dataset. All reasonable requests for data-sharing will be accommodated after study close (see Resource and Data Sharing Plan).

#### **B. Procedures to Guarantee the Accuracy and Completeness of the Data during Data Collection, Entry, Transmission, and Analysis**

Accuracy and completeness of the data will be ensured by the NYU DataCore and NYU Lead Site Team. Study data will be managed by the DataCore staff using the REDCap platform (or equivalent, if an alternative data management platform is selected). Data will be by sites to secure NYULH DataCore servers. All data analyses for the study will be performed by the NYU BiostatisticalCore, led by Keith Goldfeld PhD. Quality control is performed as the data are being entered, and then at further stages of the storage and management process.

### **IV. Regulatory Issues**

#### **A. Reporting of Serious Adverse Events (SAE)**

Death, disability, hospitalization (or prolongation hospitalization), congenital defects, and life threatening events including drug overdose are typically all SAEs. Immediate reporting to the IRBs is required in the case of unexpected and possibly study-related SAEs. These are immediately reported (orally and by email) to the NYU SOM IRB, at the time they are identified by the investigators or research staff. In addition, a written report will be filed within 72 hours to the IRB and to the NIH program office (and FDA as indicated by applicable regulations). When additional clinical information becomes available, a follow-up and/or final SAE report will be filed with the IRB, NIH, and the FDA (if indicated). Expected and non-study-related SAEs are reported to the DSMB and IRB annually.

#### **B. Reporting of IRB Actions to NIH/NIDA**

The initial IRB approval will be forwarded to NIH for review, as will all subsequent approvals and any amendments to the protocol. All proposed protocol amendments will be presented to the IRB and communicated to the NIH project officer if approved. Documented IRB approval of amendments will be forwarded to the NIH project officer, and the original amendment approvals will be maintained in the regulatory file.

#### **C. Report of Changes or Amendments to the Protocol**

All proposed changes/amendments to the protocol will be filed with the IRB. IRB approval of such amendments will be forwarded to the NIH project officer, and the original amendment approvals will be filed in the primary document manual.

#### **D. Trial Stopping Rules**

In the present protocol, there are no plans for interim analysis of safety or effectiveness data (see above). However, PI1 Lee, the Multiple PIs, and the Data and Safety Monitoring Board (DSMB) will examine safety data on an ongoing basis. Adverse experience and safety contrasts will be performed as indicated, in response to recommendations by the PIs and the DSMB. If interim analysis of safety data is deemed advisable by NIH or the IRB, we will enact such a plan.

#### **E. Disclosure of Any Conflict of Interest in the DSMB**

## Subaward 1013969\_CLACKAMAS - ATTACHMENT 6 - DSMP (3 pages)

The Multiple PIs, co-investigators, and members of the DSMB will report on an annual basis or more frequently if indicated any conflicts of interest or apparent conflicts of interest to the NIH project officer. On an annual basis, the above individuals will sign a disclosure statement.

### **V. Trial Safety**

#### **A. Potential Risks and Benefits for Participants**

Potential risks: See above. Risks are primarily well-defined risks of XR-NTX, XR-B, and those of continued opioid and other drug/alcohol use despite the interventions within the three arms. Participants will be educated regarding these risks during the informed consent process. Potential benefits: All patients will receive free medication and study treatment and follow-up. Patients will be reimbursed for time and travel in the form of study visit incentives. Monetary incentives will vary based on site and visit-type, but will be between \$20—100/visit).

#### **B. Collection and Reporting of AEs and SAEs**

All adverse events (AEs) and serious adverse events (SAEs) will be captured on the appropriate adverse event source documents and entered into the database. All SAEs will be reported to DSMB members within 72 hours after they occur as well as to the IRB (and if indicated to the FDA) as described above. Collection and reporting of AEs and SAEs will be reviewed on a semi-annual basis, and a report will be prepared for the study record and DSMB. After the proper authorities (IRBs, NIH, FDA when appropriate, DSMB members) are notified of any SAE, the PI and co-investigators will convene a meeting to examine clinical events leading up to the SAE to determine what, if any, immediate procedures should be put in place to ensure that a repeat of this SAE does not occur. Guidance will be sought from the NIH project office and DSMB members, and guidance may well be issued from the IRB as well. Any changes in procedures could involve protocol amendments, and such amendments would subject to the procedures as noted above.

#### **C. Confidentiality**

Participants' paper records at each site will be stored in locked files in locked rooms in areas that are locked during holidays, weekends, and non-working hours. Study material in jail-settings are of course even more secure, as only authorized clinical and administrative personnel are allowed access to the jail medical clinic areas, which are monitored 24/7 by corrections officers. Follow-up sites vary, but most are secure and have security personnel on-duty in building 24 hours a day and make routine observations in research areas multiple times during work/non-work hours. De-identified (no personal identifying information) databases are stored on secure servers and password-protected laptops. No specific or general subject information will be left in public access areas, and no oral communication regarding subjects with identifiers will be made in any public areas. Research staff will be extensively trained in Good Clinical Practices regarding confidentiality.

Participant's study status will not be shared, communicated, or otherwise available to correctional, parole, probation, or judicial authorities without the expressed written consent of the individual participant. Every measure will be taken to make study participation voluntary, anonymous, and non-coercive, in keeping with Good Clinical Practice and ethical standards governing research among prisoners. We will seek a Federal Certificate of Confidentiality to support and certify these confidentiality protections.

### **VI. Trial Effectiveness**

The primary outcome is based on treatment retention. We will compare rates of overall study medication treatment retention (% months treated, month 0-6 post-release) between XR-B vs. XR-NTX. This study is a multi-site comparative effectiveness head-to-head trial.

### **VII. DSM Plan Administration**

PI1, Dr. Lee, will have overall responsibility for data analysis and management and safety monitoring. The 6 PI will lead day-to-day oversight and monitoring at each site. The DSMB, as noted below, will provide guidance and input on an annual and as-needed basis. The members of the DSMB will be responsible for monitoring the trial through annual reports and meetings.

### **VIII. Frequency of DSM Report**

Safety data will be review by the Data Safety Monitoring Board annually. There will be an annual analysis of efficacy data by the Date Safety Monitoring Board and the necessity of and potential criteria for trial stopping rules will be evaluated as previously described. A Data Safety Monitoring Board report will be issued to the NIDA project officer every 12 months.



**IX. Content of the DSM Report**

An annual data safety monitoring report will be submitted to the NIH project officer and will include, but may not be limited to, a synopsis of the trial, socio-demographic characteristics of subjects accrued, retention and disposition of subjects, quality assurance issues regulatory issues, and reports of AEs/SAEs.

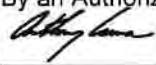
**X. Data and Safety Monitoring Board (DSMB) Plan**

A DSMB representing all of the involved sites/states will be formed to provide oversight and annual monitoring of this protocol. The DSMB will meet once a year or more frequently as needed in order to review and monitor this protocol. We will recruit a DSMB comprised entirely of experts external to NYU and the 4 other multiple sites. John Rotrosen, MD, (co-Investigator), a senior scientist and Professor of Psychiatry at NYU, will lead the recruitment and constitution of the DSMB, coordinate the DSMB annual reports and meetings, and work with all sites to address concerns or implement changes to standard operating procedures.

The DSMB will conduct a review of the initial study protocol to ensure the certain elements in place. Specifically, it will make certain that the protocol captures the information necessary to evaluate the safety and efficacy of the study when it is ongoing and completed. The DSMB may provide recommendations to improve upon the protocol. Each protocol includes a detailed Data Safety and Monitoring Plan (DSMP). DSMPs typically include stopping rules that specify the outcome differences detected between groups during an interim analysis that can result in stopping the clinical trial. In general, stopping rules will reflect one of the following conditions: 1) there is clear evidence of harm or harmful side-effects of the treatment; 2) there is not likelihood of demonstrating treatment benefit; 3) there is overwhelming evidence of the benefit of the treatment.

The current trial is not blinded, so the DSMB would be able to compare the outcome of the two groups during each review without decoding the patient's group and determine whether the study should have an early termination. However because we are comparing alternative paradigms involving a study medication (XR-B, XR-NTX) or usual treatments (TAU, which may include methadone, buprenorphine (SL-B) or non-study naltrexone) that are already FDA-approved as opioid treatment, and regarding which our own preliminary data do not suggest significant safety considerations, early stopping on the basis of clear benefit (yes/no) is not anticipated in this comparative effectiveness trial.

All DSMB members will meet NIH requirements regarding background and experience, and none will have ethical conflicts, including financial interest related to study outcome. Individuals invited to serve on the board will disclose any potential conflicts in writing. The board will meet every 12 months (unless more frequent meetings are deemed necessary). Dr. Lee will open each meeting with a report on the trial status, with input from PI2-6 and from each site, followed by a closed session under the direction of the DSMB chairperson, during which time the investigators and research team may be present. This will be followed by an executive session restricted to DSMB members. Issues discussed may include those related to subject safety and benefit, whether the primary study question is being answered, conflict of interest, confidentiality, and ongoing study review (including AEs, SAEs, and regulatory issues). Following each DSMB meeting, recommendations will be made by the chairperson to Dr. Lee and a final report (edited by all DSMB members) will be prepared and submitted to NIH and the NYU SOM IRB.

<b>Subaward Agreement Amendment</b>	
Institution/Organization ("University") Name: New York University, on behalf of its Grossman School of Medicine Address: Sponsored Programs Administration One Park Avenue, 6 <sup>th</sup> FL New York, NY 10016	Institution/Organization ("Collaborator") Name: Oregon Health & Science University Address: 3181 SW Sam Jackson Park Road Portland, OR 97239-3911  DUNS No. 096997515 EIN No.: 931176109A1
Prime Award No. 1U01DA047982-01 REVISED FAIN: U01DA047982	Subaward No. 18-A0-00-1001703 Project # 111675
Awarding Agency: NIH/NIDA	CFDA No. 93.279
University Principal Investigator Dr. Joshua Lee	Collaborator Principal Investigator Dr. Elizabeth Waddell
Period of Performance: 8/1/2020 – 7/31/2021	Amendment #3
Project Title: Long-acting buprenorphine vs. naltrexone opioid treatments in CJS-involved adults	
<b>Amendment(s) to Original Terms and Conditions</b>	
<p>This Amendment #3 (this "Amendment") to the subaward agreement (as amended from time to time, the "Subaward Agreement") between University and Collaborator, relating to work to be performed by Collaborator for the period beginning 8/1/2020 for the above-identified project, amends the Subaward Agreement as set forth below. All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Subaward Agreement.</p> <ol style="list-style-type: none"> <li>1. This Amendment provides carryover funds left over from 8/1/2019 – 7/31/2020 in the amount of <b>\$32,678.85</b>. The total funds authorized for the period of performance listed above are \$531,832.85 (\$499,154 + Carryover <b>\$32,678.85</b>). The allowability of costs will be determined in accordance with applicable OMB and DHHS cost principles. In accordance with the foregoing, the following text and Attachment 1 hereto sets forth the budget for the period of performance of this Amendment:</li> <li>2. All other terms and conditions of the Subaward Agreement remain in full force and effect.</li> <li>3. By signing this Amendment, an authorized official of Collaborator certifies, to the best of his/her knowledge and belief, that all certifications, representations and assurances set forth in the Subaward Agreement remain true and complete as of the date of his/her signature below.</li> </ol>	
By an Authorized Official of University:  <span style="float: right;">04/28/2021</span> <hr/> Name: Anthony Carna, <span style="float: right;">Date</span> Title: Senior Director, Sponsored Programs Administration	By an Authorized Official of Collaborator: Jon Geselle <small>Digitally signed by Jon Geselle Date: 2021.04.23 08:42:15 -0700</small> <span style="float: right;">4/23/2021</span> <hr/> Name: Jon Geselle <span style="float: right;">Date</span> Title: Grants & Contracts Administrator

**Attachment# 1  
BUDGET**

Subaward # 18-A0-00-1001703

Between

New York University, on behalf of its Grossman School of Medicine  
And  
Oregon Health & Science University

Detailed Budget / Budget Justification  
 Below or  Attached 0 page

**Carryover (8/1/2019 – 7/31/2020)**

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<b>TOTAL CARRYOVER COSTS</b>	<b>\$32,678.85</b>
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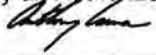
**F&A Rate Applied 32% on**  Total Direct Costs (TDC) or  Modified Total Direct Costs (MTDC) or  Other

**Cost Sharing:**  Yes, Amount \$  
 No

---

**GENERAL TERMS OF PAYMENT:**

This subaward is made only for the purposes stated in this Subaward Agreement and it is understood that the funds provided under this Subaward Agreement will be used for such purposes substantially in accordance with the budget/schedule above and/or attached hereto. University shall not reimburse Collaborator for costs in excess of the budget/schedule above and/or attached hereto. Payments to Collaborator are contingent upon submission of required reports (see Attachment 4) and adherence to the agreed-upon statement of work.

<b>Subaward Agreement Amendment</b>							
<b>Institution/Organization ("University")</b> Name: New York University, on behalf of its Grossman School of Medicine Address: Sponsored Programs Administration One Park Avenue, 6 <sup>th</sup> FL New York, NY 10016	<b>Institution/Organization ("Collaborator")</b> Name: Oregon Health & Science University Address: 3181 SW Sam Jackson Park Road Portland, OR 97239-3911  DUNS No. 096997515 EIN No.: 931176109A1						
Prime Award No. 1U01DA047982-01 REVISED	Subaward No. 18-A0-00-1001703						
FAIN: U01DA047982	Project # 111675						
Awarding Agency: NIH/NIDA	CFDA No. 93.279						
University Principal Investigator Dr. Joshua Lee	Collaborator Principal Investigator Dr. Elizabeth Waddell						
Effective Date of Amendment 8/1/2020	Amendment #2						
Project Title: Long-acting buprenorphine vs. naltrexone opioid treatments in CJS-involved adults							
<b>Amendment(s) to Original Terms and Conditions</b>							
<p>This Amendment # 2 (this "Amendment") to the subaward agreement (as amended from time to time, the "Subaward Agreement") between University and Collaborator, relating to work to be performed by Collaborator for the period beginning 8/1/2020 for the above-identified project, amends the Subaward Agreement as set forth below. All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Subaward Agreement.</p>							
<ol style="list-style-type: none"> <li>The end date of the period of performance under the Subaward Agreement is extended from 7/31/2020 to 7/31/2021.</li> <li>This Amendment authorizes funds in the amount of \$451,164 for direct costs and \$47,990 for indirect costs incurred during the period beginning on the Effective Date through 7/31/2021. The total costs awarded under this Amendment for such period are \$499,154. The allowability of costs will be determined in accordance with applicable OMB and DHHS cost principles. In accordance with the foregoing, the following text and Attachment 1 hereto sets forth the budget for the period of performance of this Amendment:           <table border="1" style="margin-left: 40px; width: 60%;"> <tbody> <tr> <td><b>Direct Costs</b></td> <td style="text-align: right;"><b>\$451,164</b></td> </tr> <tr> <td><b>Indirect Cost</b></td> <td style="text-align: right;"><b>\$47,990</b></td> </tr> <tr> <td><b>TOTAL COSTS</b></td> <td style="text-align: right;"><b>\$499,154</b></td> </tr> </tbody> </table> </li> <li>All other terms and conditions of the Subaward Agreement remain in full force and effect.</li> <li>By signing this Amendment, an authorized official of Collaborator certifies, to the best of his/her knowledge and belief, that all certifications, representations and assurances set forth in the Subaward Agreement remain true and complete as of the date of his/her signature below.</li> </ol>		<b>Direct Costs</b>	<b>\$451,164</b>	<b>Indirect Cost</b>	<b>\$47,990</b>	<b>TOTAL COSTS</b>	<b>\$499,154</b>
<b>Direct Costs</b>	<b>\$451,164</b>						
<b>Indirect Cost</b>	<b>\$47,990</b>						
<b>TOTAL COSTS</b>	<b>\$499,154</b>						
By an Authorized Official of University:  _____ Date: 02/17/2021 Name: Anthony Carna, Title: Senior Director, Sponsored Programs Administration	By an Authorized Official of Collaborator: Jon Geselle <small>Digitally signed by Jon Geselle Date: 2021.02.05 11:47:29 -0800</small> _____ Date: 2/5/2021 Name: Jon Geselle Title: Grants & Contracts Administrator						

**Attachment# 1  
BUDGET**

Subaward # 18-A0-00-1001703

Between

New York University, on behalf of its Grossman School of Medicine

And

Oregon Health & Science University

Detailed Budget / Budget Justification

Below or  Attached 5 pages

<b>Direct Costs</b>	<b>\$451,164</b>
<b>Indirect Cost</b>	<b>\$47,990</b>
<b>TOTAL COSTS</b>	<b>\$499,154</b>

**F&A Rate Applied 32% on**  Total Direct Costs (TDC) or  Modified Total Direct Costs (MTDC) or  Other

**Cost Sharing:**  Yes, Amount \$  
 No

**GENERAL TERMS OF PAYMENT:**

This subaward is made only for the purposes stated in this Subaward Agreement and it is understood that the funds provided under this Subaward Agreement will be used for such purposes substantially in accordance with the budget/schedule above and/or attached hereto. University shall not reimburse Collaborator for costs in excess of the budget/schedule above and/or attached hereto. Payments to Collaborator are contingent upon submission of required reports (see Attachment 4) and adherence to the agreed-upon statement of work.

	YEAR 2
Salary Requested	93,009
Fringe Benefits	29,942
<b>Personnel Total:</b>	<b>122,951</b>

Travel	
Domestic - Scientific meetings	11,400
Local staff travel	
<b>Travel Total:</b>	<b>11,400</b>

Materials and Supplies	
Materials and Supplies	
<b>Materials/Supplies Total:</b>	<b>-</b>

Publication Costs	
<b>Publications Total:</b>	<b>-</b>

Consultant Services	
<b>Consultant Total:</b>	<b>-</b>

ADP/Computer Services	
<b>Comp. Services Total:</b>	<b>-</b>

Other Costs	
Participant Incentives	8,945
Study Medications	1,575
Lab Tests	3,898
2 x cellphone	1,200
<b>Other Total:</b>	<b>15,618</b>

*Tuition	
<b>Tuition Total:</b>	<b>-</b>

**OTHER DIRECTS TOTAL:** 27,017.50

Subawards	
CODA, Inc. clack	263,401
	37,795
<b>Sub Total:</b>	<b>301,196</b>

**DIRECT COSTS (OHSU only)** 149,969

## **BUDGET JUSTIFICATION - Oregon Health Science University**

### **A. Senior/Key Personnel**

**Elizabeth Needham Waddell, MA, PhD, Principal Investigator (2.40 CM in year 2)** is an Assistant Professor in the OHSU-PSU School of Public Health. Dr. Waddell's research addresses the intersections of social determinants of health, access to medical care, and community-engaged health policy development. Dr. Waddell has directed multiple clinic-based projects assessing barriers to and facilitators for the implementation of innovative policies and standards into patient care (e.g., medical homes with integrated primary care and behavioral health), and has experience conducting research among vulnerable, low-income populations and populations who inject drugs. She is currently a Co-Investigator on the Western States Node of the NIDA Clinical Trials Network and member of the Lead Team implementing CTN Protocol 0067, Comparing Treatments for HIV-Positive Opioid Users in an Integrated Care Effectiveness Study (CHOICES); Scale-Up. This study builds on lessons advances understanding of XR-NTX adoption in HIV primary care settings. HIV primary care clinics are being selected to participate in an open-label trial of office-based XR-NTX in HIV-infected participants with untreated opioid use disorder or alcohol use disorders. In addition, Dr. Waddell is a governor-appointed Commissioner on Oregon's Alcohol and Drug Policy Commission and is actively engaged in collaboration with the Oregon Department of Corrections to increase access to MAT among inmates preparing for release from prison. Dr. Waddell is an NIH New Investigator and will be directly supported and mentored by Dr. David Farabee (Co-PI, UCLA) and Dr. Todd Korthuis (Co-PI, Western States Node, NIDA Clinical Trials Network).

As Principal Investigator Dr. Waddell will oversee the recruitment of persons with opiate use disorder (OUD) within the Multnomah County Detention Center; she will also oversee the design of the study with the co-PIs and investigators, utilizing her experience as a researcher in the field to collect demographic and clinical information relevant to the study persons with OUD seeking medications for addictions treatment (MAT) within the criminal justice system. In collaboration with Dr. Michael Seale, Medical Director of Multnomah County Corrections Health (see letter of support), and Dr. Wiest (CODA Site PI) Dr. Waddell will be responsible for recruitment, baseline and follow-up clinical characteristic assessments, staff supervision, project development, implementation, progress monitoring, and adherence to protocol. She will meet with all staff on a weekly or bi-weekly basis to coordinate study activities and track observance to project timelines. She will hold monthly meetings through GotoMeeting, Skype, conference calls or in-person with the co-Principal Investigators on the overall grant, co-Investigators, Project Coordinator, and research assistants to review study progress and discuss findings. Dr. Waddell and the other grant co-PIs will be responsible for writing interim progress reports, interpreting the data and preparing posters, presentations, and manuscripts.

### **B. Other Personnel**

**Lynn Kunkel, MS, CCRP, Protocol Manager (1.80 CM in year 2)** will work in conjunction with Dr. Waddell to oversee all study management and quality assurance activities for the project, including clinical trials management and posting. Ms. Kunkel coordinates and assists in all activities associated with implementing the study, will chair weekly meetings to monitor the study, will coordinate all training activities, and serve as the primary liaison between the OHSU team, Corrections Health, and CODA. She will work with Dr. Waddell to develop a Manual of Operations to ensure protocol adherence, training staff, and monitoring study progress. Ms. Kunkel is a CTN Good Research Practice trainer and received a Certified Clinical Research Professional (CCRP) certificate in 2007.

**Ceilidh Nichols, BS, CCRP, Regulatory Specialist (0.6 in year 2 CM)** will serve as the OHSU Regulatory and Compliance Specialist for the study. As such she will work closely with the Protocol Manager and the PI to develop and maintain the Manual of Operations, maintaining the regulatory binders and managing IRB submissions. The Regulatory Specialist will work to comply with local, state and federal regulatory guidelines. Ms. Nichols received her Certified Clinical Research Professional (CCRP) certificate in 2017.

**Devon Scarfe, Research Associate (9.60 CM in year 2)** Mr. Scarf will serve as the Research Associate and be assigned to Clackamas County. His responsibilities include: working in conjunction with the site PI, coordinating all study activities at the site including, but not limited to, coordinating study team, implementing and monitoring recruitment and retention efforts, and developing tools to track site progress toward study goals; assist with site budget and regulatory files maintenance; proactively anticipate implementation problems and work to prevent and devise solutions to problems; monitor participant and site level adherence indices; serve as back-up to the RA or other staff, managing in-reach in corrections including eligibility and consent determination as appropriate; serve as liaison to corrections health services; serve as liaison to the Lead Team as required; and attend and participate in study monitoring visits, meetings, and conference calls, providing site-specific information as required.

**DezaRae Collins, Research Assistant (2.40 CM in year 2)** Ms. Collins responsibilities for this include assisting with the overall management of Oregon's implementation of JCOIN, meeting coordination and documentation, assisting the PI in the development of all deliverables to the lead team and NIH as needed. In addition, she will serve as the backup research assistant at one of the participating sites. In this role she will work in conjunction with the site PI, coordinating all study activities at the site including, but not limited to, coordinating study team, implementing and monitoring recruitment and retention efforts, and developing tools to track site progress toward study goals; proactively anticipate implementation problems and work to prevent and devise solutions to problems; monitor participant and site level adherence indices; managing in-reach in corrections including eligibility and consent determination as appropriate; and attend and participate in study monitoring visits, meetings, and conference calls, providing site-specific information as required.

#### **C. Equipment**

N/A

#### **D. Travel**

##### Domestic travel (\$11,400 in year 2):

*Steering Committee Meeting* (\$11,400) – funds are requested to support three members of the Oregon team to attend the steering committee meeting that will be held in the spring (\$800/air, \$250/hotel x 3 nights, \$56 per diem x 3 days, \$125 ground transportation per person).

#### **E. Participant/Trainee Support Costs**

N/A

#### **F. Other Direct Costs**

##### Other (\$15,618)

- Participant incentives (\$8,945) – participants will receive monetary compensation for their time and travel for each of their research visits. Participants will be seen twice pre-release but will not be receiving compensation while they're in locked facilities.
- Study Medications (\$1,575) – participants who are randomized to the Sublocade® or XR Buprenorphine group (N=67) who are not opioid tolerant (meaning have not used opioids in >30 days) will require induction and stabilization with sublingual buprenorphine prior to starting the XR Buprenorphine for a period of up to 14 days; in addition both the XR BUP and the XR NTX groups will receive Narcan® (naloxone) kits prior to discharge to prevent overdose (N=67 per each group total of 132).
- Lab Tests (\$3,898) - ): Funds are requested to support the following lab tests required by the protocol:
  - OraQuick Rapid HIV 1/2 Tests: All participants will be offered onsite rapid HIV antibody testing.
  - OraQuick Rapid HCV Tests: Participants will also be offered onsite rapid HCV antibody testing.
  - HCV Viral Load: This will be obtained on HCV-positive participants at baseline and 6 months. We expect about 50% of participants to be HCV positive, based on past and current studies.
  - CD4 count and HIV viral load: These will be obtained on HIV-positive participants at baseline, 3 months, 6 months and 12 months. We estimate that about 5% of those enrolled will have HIV.
  - Urine Toxicology: Urine toxicology screens will be used throughout the study to screen each participant for the presence of illicit drug use. Toxicology screenings will be conducted at the time of



each research interview. All participants will undergo urine toxicology screens at each research visit.

- Pregnancy Tests: Pregnancy tests are needed to check for pregnancy during the study period as pregnancy is an exclusion criterion.
- Research Staff Mobile Phones (\$1,200): Funds are requested to maintain mobile phones for study staff. Imperative to the implementation of this study is the continuous communication between the study staff members, participants and the drug treatment centers.

Subawards (\$301,196 in year 2): Subawards will be established with CODA, Inc. and Clackamas County Health Centers.

#### **G. Indirect Costs**

The F&A rate approved for on-campus activity, used in this proposal, is 32%.

The Modified Total Direct Costs (MTDC) used for calculating F&A recovery include all project expenditures except capital equipment (>\$5,000), subcontract amounts after the first \$25,000 and tuition.

The Department of Health and Human Services, acting as the cognizant agency of the federal government, approved a facilities and administration (F&A) cost rate agreement for Oregon Health & Science University (OHSU) on December 10, 2018. The Department of Health and Human Services Representative to this agreement is Arif M. Karim, phone 415-437-7820.

Institutional Status: Oregon Health & Science University (OHSU) is a public corporation chartered by the State of Oregon pursuant to Section 353.020 of the Oregon Revised Statutes. OHSU operates under OMB's Uniform Guidance.

## **SCOPE OF WORK**

**Project Title:** Long-acting buprenorphine vs. naltrexone opioid treatments in CJS-involved adults

**Start/End Dates:** 4/1/2019 – 3/31/2024

**Subrecipient:** OHSU-PSU School of Public Health, Oregon Health & Science University

**PI:** Elizabeth Needham Waddell, MA, PHD

### **Project Description:**

Dr. Waddell will be the MPI for Oregon on the proposed trial, Long-acting buprenorphine vs. naltrexone opioid treatments in CJS-involved adults. Under Dr. Waddell's leadership, 200 participants will be recruited from the Clackamas County Jail (CCJ) and Washington County Jail (WCJ), approximately 100 from each, between years 1 and 5 of the project. Dr. Waddell will oversee the recruitment of persons with opiate use disorder (OUD) within the CCJ and WCJ; she will also oversee the design of the study with the MPIs and investigators, utilizing her experience as a researcher in the field to collect demographic and clinical information relevant to the study persons with OUD seeking medications for addictions treatment (MAT) within the criminal justice system.

Pre-release, CODA Inc. will prescribe and deliver study medications in WCJ and CCJ. Post-release, CODA Inc. will prescribe and deliver study medications to participants in Washington County; Clackamas County Health Centers will prescribe and deliver study medications to participants in Clackamas County. OHSU will subcontract with CODA Inc. and Clackamas County Health Centers to conduct screening, recruitment, prescribing and data collection activities.

Dr. Waddell will be responsible for recruitment, baseline and follow-up clinical characteristic assessments, staff supervision, project development, implementation, progress monitoring, and adherence to protocol. She will meet with all staff on a weekly/bi-weekly basis to coordinate study activities and track observance to project timelines. She will hold monthly meetings with local partners (CODA Inc., WCJ, CCJ and Clackamas County Health Centers) to review study progress and discuss findings. Dr. Waddell and the other grant MPIs will be responsible for writing interim progress reports, interpreting the data and preparing posters, presentations, and manuscripts. As Protocol Manager, Lynn Kunkel will oversee all study management and quality assurance activities for the project, including clinical trials management and posting. Ceilidh Nichols will serve as the OHSU Regulatory and Compliance Specialist for the study. As such she will work closely with the Protocol Manager and the MPI to develop and maintain the Manual of Operations, maintaining the regulatory binders and managing IRB submissions. The Regulatory Specialist will work to comply with local, state and federal regulatory guidelines. Joanne Wiedeman will serve as the project's Quality Assurance Monitor and will conduct training and monitor data collection and maintenance procedures as the CCJ, WCJ and CODA Inc.

**Attachment 3B**  
Research Subaward Agreement  
Subrecipient Contacts

Subaward Number:  
18-A0-00-1001703

**Subrecipient Place of Performance for FFATA reporting**

Name: Oregon Health & Sciences University

Address: 3181 SW Sam Jackson Park Road

City: Portland State: Oregon Zip Code+4: 37239-3098 Zip Code [Look-up](#)

EIN No.: 1931176109A1 DUNS: 09-699-7515 Parent DUNS:

Institution Type: State Government Congressional District: OR-003

Is Subrecipient currently registered in [SAM.gov](#)?  Yes  No

Is Subrecipient exempt from reporting executive compensation?  Yes  No If no, complete 3B, page 2

**Subrecipient Administrative Contact**

Name: Jon Geselle

Address: 3181 SW Sam Jackson Park Road, L106OPAM

City: Portland State: Oregon Zip Code: 97239-3098

Telephone: 503-494-7784 Email: geselle@ohsu.edu

**Subrecipient Principal Investigator**

Name: Elizabeth Waddell

Address: 3181 SW Sam Jackson Park Road

City: Portland State: Oregon Zip Code: 97239-3098

Telephone: 503-494-3732 Email: waddelle@ohsu.edu

**Subrecipient Financial Contact**

Name: Shawn Gransbery

Address: 3181 SW Sam Jackson Park Road, L106OPAM

City: Portland State: Oregon Zip Code: 97239-3098

Telephone: 503-494-7784 Email: gransber@ohsu.edu

Central email: orserv@ohsu.edu Is this the remittance address?  Yes  No

Remittance Address (if different):

**Subrecipient Authorized Official**

Name: Lisa Fitzpatrick

Address: 3181 SW Sam Jackson Park Road, L106OPAM

City: Portland State: Oregon Zip Code: 97239-3098

Telephone: 503-494-7784 Email: orserv@ohsu.edu

Central email: orserv@ohsu.edu

**Attachment 3B - Research Subaward Agreement**  
**Page 2 - Place of Performance & Highest Compensated Officers**

Subaward Number:  
18-A0-00-1001703

Institution/Organization ("Subrecipient")

Name: Oregon Health & Sciences University

**Place of Performance**

Name: Oregon Health & Sciences University

Address: 3181 SW Sam Jackson Park Road

City: Portland

State: Oregon

ZipCode + 4: 97239-3911

Telephone: 503-494-7784

Fax: 503-494-7787

Email: orserv@ohsu.edu

Congressional District: OR-003

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if--

(i) the entity in the preceding fiscal year received--

(l) 80 percent or more of its annual gross revenues in Federal awards (federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements); AND

(ll) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Is subaward entity exempt from reporting executive compensation?  Yes  No If no, complete the information below.

Officer 1 Name

Officer 1 Compensation

Officer 2 Name

Officer 2 Compensation

Officer 3 Name

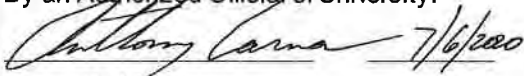
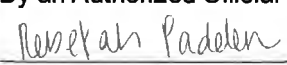
Officer 3 Compensation


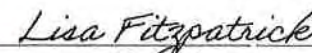
Officer 4 Name

Officer 4 Compensation

Officer 5 Name

Officer 5 Compensation

<b>Subaward Agreement Amendment</b>	
Institution/Organization ("University") Name: New York University, on behalf of its Grossman School of Medicine Address: Sponsored Programs Administration One Park Avenue, 6 <sup>th</sup> FL New York, NY 10016	Institution/Organization ("Collaborator") Name: Oregon Health & Science University Address: 3181 SW Sam Jackson Park Road Portland, OR 97239-3911  DUNS No. 096997515 EIN No.: 931176109A1
Prime Award No. 1U01DA047982-01	Subaward No. 18-A0-00-1001703
FAIN: U01DA047982	Project # 111675
Awarding Agency: NIH/NIDA	CFDA No. 93.279
University Principal Investigator Dr. Joshua Lee	Collaborator Principal Investigator Dr. Elizabeth Waddell
Effective Date of Amendment 8/1/2019	Amendment #1
Project Title: Long-acting buprenorphine vs. naltrexone opioid treatments in CJS-involved adults	
<b>Amendment(s) to Original Terms and Conditions</b>	
<p>This Amendment #1 (this "Amendment") to the subaward agreement (as amended from time to time, the "Subaward Agreement") between University and Collaborator, relating to work to be performed by Collaborator for the period beginning 8/1/2019 for the above-identified project, amends the Subaward Agreement as set forth below. All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Subaward Agreement.</p> <ol style="list-style-type: none"> <li>1. The end date of the period of performance under the Subaward Agreement is extended from 4/30/2020 to 7/31/2020.</li> <li>2. All other terms and conditions of the Subaward Agreement remain in full force and effect.</li> <li>3. By signing this Amendment, an authorized official of Collaborator certifies, to the best of his/her knowledge and belief, that all certifications, representations and assurances set forth in the Subaward Agreement remain true and complete as of the date of his/her signature below.</li> </ol>	
By an Authorized Official of University:  Name: Anthony Carna, Date: 7/6/2020 Title: Senior Director, Sponsored Programs Administration	By an Authorized Official of Collaborator:  Name: Rebekah Padden, Date: 6/23/2020 Title: Grants & Contracts Administrator Office of Proposal and Award Management

Subaward Agreement (Cost Reimbursable)		
Institution/Organization ("University") Name: New York University, on behalf of Its Grossman School of Medicine Address: Sponsored Programs Administration One Park Avenue, 6 <sup>th</sup> FL New York, NY 10016	Institution/Organization ("Collaborator") Name: Oregon Health & Science University Address: 3181 SW Sam Jackson Park Road Portland, OR 97239-3911 DUNS No. 096997515 EIN No.: 931176109A1	
Prime Award No. 1U01DA047982-01	Subaward No. 18-A0-00-1001703	
FAIN: U01DA047982	Project # 111675	
Awarding Agency National Institutes of Health (NIH)/NIDA	CFDA No. 93.279	
University Principal Investigator Dr. Joshua Lee	Collaborator Principal Investigator/Project Director Dr. Elizabeth Waddell	
Subaward Period of Performance 8/1/2019 – 4/30/2020	Amount Funded this Action \$273,217	Est. Total (if incrementally funded)
Estimated Project Period (if incrementally funded) 8/1/2019 – 4/30/2024		
Project Title: Long-acting buprenorphine vs. naltrexone opioid treatments in CJS-involved adults	Total Amount of Federal Award to University \$17,761,674	Federal Award Issue Date 7/23/2019
Check all that apply <input checked="" type="checkbox"/> Reporting Requirements (Att 4) <input checked="" type="checkbox"/> Subject to FFATA (Att 3B) <input type="checkbox"/> Cost Sharing (Att 5)		
<b>Terms and Conditions</b>		
1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are (check one): <input type="checkbox"/> as specified in Collaborator's proposal dated _____; or : <input checked="" type="checkbox"/> as shown in Attachment 5. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of University.		
2) University shall reimburse Collaborator not more often than quarterly basis for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice as required in 2 CFR 200.415. <u>Invoices that do not reference University's subaward number shall be returned to Collaborator.</u> Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3A.		
3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to University's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.		
4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against Collaborator. University reserves the right to reject an invoice, in accordance with 2 CFR 200.305.		
5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator/Project Director as shown in Attachment 3A. Technical reports are required as shown above, "Reporting Requirements."		
6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3A. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3A.		
7) Substantive changes made to this subaward agreement require the written approval of an authorized signatory of both University and Collaborator.		
8) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.		
9) Either party may terminate this subaward agreement with thirty (30) days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3A. University shall pay Collaborator for termination costs as allowable under Uniform Guidance, 2 CFR 200 or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" as applicable.		
10) No-cost extensions require the approval of University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3A, not less than thirty (30) days prior to the desired effective date of the requested change.		
11) The subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachments 1 and 2.		
12) By signing below Collaborator makes the certifications and assurances shown in Attachments 1 and 2.		
13) Research Terms & Conditions - RESERVED		
By an Authorized Official of UNIVERSITY:  Name: Anthony Carina, Title: Senior Director, Sponsored Programs Administration	By an Authorized Official of COLLABORATOR:  Name: Lisa Fitzpatrick Title: Pre-award Manager	Date 1/17/20



## Attachment 1 Subaward Agreement

By signing this subaward agreement (the "Subaward Agreement"), the authorized official of COLLABORATOR certifies, to the best of his/her knowledge and belief, that:

### **General Certification of Compliance with Applicable Laws & Regulations**

Collaborator certifies that it will perform the work under this agreement in accordance with the terms of this agreement, the applicable terms of the Prime Award, federal, state and local law, rules and regulations, including Collaborator's policies. Collaborator will furnish copies of any required regulatory approvals as stated herein. Any approvals not specifically referenced herein will be made available upon request.

Collaborator hereby certifies that it has established administrative procedures to review allegations of scientific misconduct and that such procedures conform to federal regulations. Additionally, Collaborator agrees to cooperate fully with any proceedings, inquiries or investigations as requested by University or the Awarding Agency.

### **Work Involving Human & Animal Subjects**

Collaborator agrees that any human and/or animal subjects research protocol conducted under this Agreement shall be reviewed and approved by a duly authorized Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current and duly approved research protocols for all periods of the Agreement involving human and/or animal subjects research. Collaborator certifies that the applicable IRB and/or IACUC has been authorized in full compliance with applicable state and federal laws and regulations. Collaborator certifies that any submitted IRB / IACUC approval represents a valid, approved protocol that is entirely consistent with the project associated with this Subaward Agreement. In no event shall Collaborator invoice or be reimbursed for any human or animal subjects related expenses incurred in a period where any applicable IRB / IACUC approval is not properly in place.

### **Export Controls:**

Collaborator shall perform this Subaward Agreement in accordance with all U.S. export control and trade sanctions laws and regulations applicable to Collaborator's operations. Collaborator understands that University is subject to United States laws and regulations controlling the export or transfer of technical data, computer software, laboratory prototypes and other items, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations. Both parties agree not to transfer any export controlled items or technology without prior approval by the receiving party. Both parties agree to cooperate in securing any export license that may become necessary in connection with this Subaward Agreement, consistent with the terms of this paragraph. The parties further agree that in the event that export license is required, the party requiring such a license shall be responsible for the cost of obtaining such license.

### **Data Sharing and Public Access Policy**

Collaborator agrees to comply with the Federal Award Agency's data sharing and public access policy requirements as well as any Data Management/Sharing Plan submitted to the Federal Awarding Agency.

### **Certification Regarding Lobbying**

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of Collaborator, 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 the 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.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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, Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to University.

3) Collaborator 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 collaborators shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed

by section 1352, title 31, U. S. Code. 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.

#### **Debarment, Suspension, and Other Responsibility Matters**

Collaborator certifies by signing this Subaward Agreement that none of Collaborator, Principal Investigator/Project Director, its principals, or any other employee or student participating in this project are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily or otherwise excluded from or ineligible for participation in federal department, agency, assistance programs or activities.

#### **Audit and Access to Records**

Collaborator certifies by signing this Subaward that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by parts 200.501-200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

#### **Insurance**

During the term of this Subaward Agreement, Collaborator shall keep and maintain in full force and effect the following insurance coverage:

- (i) Worker's Compensation covering all Collaborator's employees, in accordance with the laws of any state in which Collaborator maybe required to provide workers compensation insurance.
- (ii) Comprehensive general liability with limits of no less than \$1,000,000 as to any one person and \$3,000,000 aggregate for bodily injury and property damage insurance.
- (iii) Automobile Public Liability Insurance, where applicable, covering injuries or death of persons with limits of no less than \$500,000 per person and \$500,000 per one incident and Automobile Property Damage Insurance with limits of no less than \$500,000 per incident.
- (iv) General Property Damage Insurance with limits of no less than \$100,000 per incident.

Such insurance shall be issued by insurance companies satisfactory to University. Certificates of insurance shall be provided to University upon execution of this Subaward Agreement. Before Collaborator changes any such policy or its coverage, including without limitation the termination thereof, Collaborator shall notify University no later than thirty (30) days prior to such change. Any change that would adversely offset the protection of University by reducing the coverage available to University below the applicable level specified in this Article shall constitute a material breach of this Subaward Agreement by Collaborator.

#### **Use of Name**

Neither party to this Subaward Agreement shall, without the prior written approval of the other party, use the name, symbol or marks of the other party or its affiliates, or any abbreviations thereof, or the name of any staff member, employee or student of the other party, in any promotion, advertising, press release or other form of publicity. All requests for use of the name or logo of NYU, NYU Langone Health or any affiliate must be approved by the NYU Langone Health Office of Communications and Public Affairs. Requests must be submitted to the following e-mail address for consideration at least five business days prior to the date on which a response is needed:

[news@nyumc.org](mailto:news@nyumc.org).

#### **Conflict of Interest**

1) Collaborator shall not engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Subaward Agreement. Collaborator shall notify University immediately of any such actual or potential conflict together with recommendations as to how the conflict can be avoided.

2) Collaborator must promote objectivity in research by establishing standards to ensure that the design, conduct and reporting of research funded under NIH-funded awards are not biased by a conflicting financial interest of an Investigator. The term "Investigator means the project director or principal Investigator and any other person, regardless of title or position, who is responsible for the design, conduct, or reporting of research funded by the PHS, or proposed for such funding, which may include, for example, collaborators or consultants.

3) Collaborator certifies that it has a written and enforced administrative policy and process, in accordance with 42 CFR Part 50, Subpart F, to identify and manage, reduce or eliminate financial conflicts of interest, and that Collaborator has informed or will inform Investigators of the conflict of interest policy and of the Investigators' responsibilities, and that its conflict of interest policy SHALL BE APPLIED to its performance of this Project. Collaborator will amend its conflict of interest policy from time to time in order to ensure ongoing compliance with applicable regulations throughout the term of this Subaward Agreement.

4) Collaborator shall report to University any conflicts of interest relating to its work under this Subaward Agreement prior to beginning such work and within thirty (30) days of any subsequent disclosure. Such reports shall include a



description of the conflict of interest and a description of the steps taken by Collaborator to manage, reduce or eliminate the conflict of interest. Collaborator must comply with these and all other aspects of 42 CFR Part 50, Subpart F, as amended and in effect from time to time, including any policy revision in order to comply with such regulation as published in the Federal Register on August 25, 2011, 76 Fed. Reg. 53,256. These requirements also apply to the subgrantees, contractors or collaborators engaged by Collaborator under this Subaward Agreement. The NIH website <http://grants.nih.gov/grants/policy/coi/index.htm> provides additional information.

**Publication**

Collaborator agrees that any publication, press release or other document that result from work under this Subaward Agreement will include the following statement: "The project described was supported by Award Number 1U01DA047982-01 from the U.S. National Institutes of Health. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Institute of Health and National Institute on Drug Abuse.

**Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights**

This Subaward Agreement and employees working on this Subaward Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Collaborator is hereby notified that they are required to: inform their employees working on any Federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

**Attachment 2**  
**Subaward Agreement**  
**NIH Prime Award Terms and Conditions**

**Agency-Specific Certifications/Assurances**

1. By signing this Subaward Agreement, Collaborator makes the certifications and assurances specified in the Research Terms and Conditions Subchapter D found at: (RESERVED)

**General Terms and Conditions** as of the effective date of this Subaward Agreement:

1. Conditions on activities and restrictions on the expenditure of federal funds in appropriations acts are applicable to this Subaward Agreement to the extent those restrictions are pertinent. This includes any recent legislation noted on the NIH Award Conditions website: <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-15-065.html>
2. 45 CFR Part 75.
3. The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the period of performance (<http://grants.nih.gov/policy/nihgps/index.htm>).
4. Collaborator assures, by signing this Subaward Agreement, that all Collaborator's personnel who are responsible for the design and conduct of projects involving human research participants have successfully completed their institutional training in accordance with NIH Human Subjects Policies and Guidance (<https://humansubjects.nih.gov/nih-human-subjects-policies-guidance>). Collaborator also assures that human subjects approval (# \_\_\_\_\_) or animal subjects approval (# \_\_\_\_\_) are current, as applicable. Collaborator will attach or provide approvals as soon as they become available.
5. Interim Research Terms and Conditions found at: <http://grants.nih.gov/grants/policy/NIH%20Interim%20Grant%20General%20Conditions.pdf> and Agency Specific Requirements found at <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-15-065.html>, except for the following:
  - a. The right to initiate an automatic one-time extension of the end date provided by Article 25(c)(2) of the Research Terms and Conditions is replaced by the need to obtain prior written approval from University;
  - b. The payment mechanism described in Article 22 and the financial reporting requirements in Article 52 of the Research Terms and Conditions and Article 8 of the Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward Agreement; and
  - c. Any prior approvals are to be sought from University and not the Awarding Agency.
6. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or Collaborator cost sharing funds, as direct costs of the project or program, shall unconditionally vest in Collaborator upon acquisition without further obligation to the Awarding Agency subject to the conditions specified in Article 34(a) of the Research Terms and Conditions.
7. Treatment of Program Income: :  Additive  Other, University specify alternative from NIH Agreement

**Special Terms and Conditions:**

1. Copyrights  
Collaborator  grants /  shall grant (check one) to University an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet University's obligations to the Federal Government under its Prime Award.
2. Data Rights  
Collaborator grants to University the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet University's obligations to the Federal Government under its Prime Award.
3. Automatic Carry Forward:  Yes  No  
(If No, Carry Forward requests must be sent to University's Principal Investigator and Administrative Contact, as shown in Attachment 3A).

**Attachment 3A  
Subaward Agreement  
Contacts**

University Contacts		Collaborator Contacts	
<b>Institution/Organization</b> Name: New York University, on behalf of its Grossman School of Medicine  Address: Sponsored Programs Administration One Park Avenue, 6 <sup>th</sup> Floor New York, NY 10016  EIN No.: 13-5562309 Reg. in SAM? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		<b>Institution/Organization Place of Performance</b> Name: Oregon Health & Science University  Address: 3181 SW Sam Jackson Park Rd, L106OPAM Portland, OR 97239-3098  EIN No. 1931176109A1 Reg. in SAM? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  Institution Type: Government Performance Site Same Address Above? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Collaborator exempt from reporting compensation? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  If no, please complete Attachment 3B.	
DUNS No.: 121911077	Congressional District: NY-12	DUNS No.: 09-699-7515	Congressional District: OR-003
<u><b>Administrative Contact</b></u> Name: Anthony Carna Title: Senior Director, Sponsored Programs Administration Address: New York University, on behalf of its Grossman School of Medicine Sponsored Programs Administration One Park Avenue, 6 <sup>th</sup> Floor New York, NY 10016  Telephone: 212-263-8822 Fax: 212-263-8201 Email: grants.office@med.nyu.edu		<u><b>Administrative Contact</b></u> Name: Rebekah Padden Title: Grants & Contracts Administrator Address: 3181 SW Sam Jackson Park Rd, L106OPAM Portland, OR 97239-3098  Telephone: 503-494-7784 Fax: 503-494-7787 Email: orserv@ohsu.edu	
<u><b>Principal Investigator</b></u> Name: Dr. Joshua Lee Title: Associate Professor Address: New York University, on behalf of its Grossman School of Medicine 180 Madison Avenue, 17 <sup>th</sup> floor New York, NY 10016  Telephone: 646-501-3552 Email: joshua.lee@nyulangone.org		<u><b>Principal Investigator</b></u> Name: Elizabeth Waddell Title: Assistant Professor Address: 3181 SW Sam Jackson Park Rd, Portland, OR 97239-3098  Telephone: 503-494-3732 Fax: Email: waddelle@ohsu.edu	
<u><b>Financial Contact (Remit invoices to)</b></u> Name: Accounts Payable Dept Address: New York University, on behalf of its Grossman School of Medicine P.O. Box 425 Elmsford, NY 10523  Telephone: 212-404-4200 Fax: 212-263-4595 Email: nyulmc@digiscribe.info		<u><b>Financial Contact</b></u> Name: Shawn Gransbery Title: Sponsored Project Analyst 2 Address: 3181 SW Sam Jackson Park Rd, L106OPAM Portland, OR 97239-3098  Telephone: 503-494-7784 Fax: 503-494-7787 Email: orserv@ohsu.edu	
<u><b>Authorized Official</b></u> Name: Anthony Carna Title: Senior Director, Sponsored Programs Administration Address: New York University, on behalf of its Grossman School of Medicine Sponsored Programs Administration One Park Avenue, 6 <sup>th</sup> Floor New York, NY 10016  Telephone: 212-263-8822 Fax: 212-263-8201 Email: grants.office@med.nyu.edu		<u><b>Authorized Official</b></u> Name: Lisa Fitzpatrick Title: Pre-award Manager Address: 3181 SW Sam Jackson Park Rd, L106OPAM Portland, OR 97239-3098  Telephone: 503-494-7784 Fax: 503-494-7787 Email: orserv@ohsu.edu	

**Attachment 3B  
Subaward Agreement  
Place of Performance & Highest Compensated Officers**

<p><b><u>Collaborator</u></b></p> <p>Institution Name: Oregon Health &amp; Science University</p> <p>PI Name: Elizabeth Waddell</p>	
<p><b><u>Place of Performance</u></b></p> <p>Name: Oregon Health &amp; Science University Address: 3181 SW Sam Jackson Park Rd.</p> <p>City: Portland                      State: OR Zip Code + 4: 97239-3098</p>	<p>Telephone: 503-494-7784 Fax: 503-494-7787 Email: orserv@ohsu.edu</p> <p>Congressional District: OR-003</p>
<p>The names and total compensation of the five most highly compensated officers of Collaborator must be listed if:</p> <ol style="list-style-type: none"> <li>1. Collaborator in the preceding fiscal year received:             <ol style="list-style-type: none"> <li>a. 80 percent or more of its annual gross revenues in Federal awards (federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements); AND</li> <li>b. \$25,000,000 or more in annual gross revenues from Federal awards; and</li> </ol> </li> <li>2. the public does not have access to information about the compensation of the senior executives of Collaborator through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.</li> </ol> <p><i>[See FFATA § 2(b)(1)]</i></p>	
<p>Is Collaborator exempt from reporting executive compensation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, complete information below.</p>	
<p>Officer 1 Name: Officer 1 Compensation:</p>	
<p>Officer 2 Name: Officer 2 Compensation:</p>	
<p>Officer 3 Name: Officer 3 Compensation:</p>	
<p>Officer 4 Name: Officer 4 Compensation:</p>	
<p>Officer 5 Name: Officer 5 Compensation:</p>	

<b>Attachment 4</b> <b>Subaward Agreement</b> <b>Reporting Requirements</b>
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**Technical/Progress Reports**

Collaborator agrees to submit to University the following:

- A Final Technical Report to University's Principal Investigator, as identified in Attachment 3A, within sixty (60) days of the expiration or termination of this Agreement.
- Annual Technical/Progress Reports on the project within forty-five (45) days prior to the end of each project period to University's Administrative Contact, as identified in Attachment 3A. Such report shall also include a detailed budget for the next budget period, updated Other Support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- Additional Technical/Progress Reports on the project as may be required by University's Administrative Contact, as identified in Attachment 3A, in order that University may be able to satisfy its reporting obligations to the Awarding Agency.

**Invention/Patent Reports**

Collaborator agrees to submit to University the following:

- In accordance with 37 CFR 401.14, written notification to University's Administrative Contact, as identified in Attachment 3A, within sixty (60) days after Collaborator's inventor discloses invention(s) in writing to Collaborator personnel responsible for patent matters.
- In accordance with 37 CFR 401.14, the final patent report to University's Administrative Contact identified in Attachment 3A, or his/her designee as University personnel responsible for patent matters, within sixty (60) days of the end of the period of performance so that it may be included with University's final invention report to the Award Agency. If no inventions are made, a negative report IS still required.

**Property Report**

Collaborator agrees to submit to University a Property Inventory Report of the frequency, type, and submission instructions required by University to meet its obligations to Awarding Agency.

**Continuation Proposals** – If a continuation proposal is being submitted, it should be received by University's Principal Investigator, as identified in Attachment 3A, with appropriate institutional approval by Collaborator and a progress report no later than **three (3) months prior to start of continuation budget date** for inclusion in University's proposal.

**Other Special Reporting Requirements (if any):****Expenditure Reports**

Collaborator shall submit quarterly expenditure reports within thirty (30) days of the quarter end date to:

Accounts Payable Dept.  
 NYU School of Medicine  
 P.O. Box 425  
 Elmsford, NY 10523

Telephone: 212-404-4200  
 Fax: 212-263-4595  
 Email: [nyulmc@digiscribe.info](mailto:nyulmc@digiscribe.info)

**NOTE: Please submit your invoice only once at these addresses to avoid delays or payment issues.**

For inquiries on a submitted invoice, please contact the finance service center at:  
Supplier.financehd [supplier.financehd@nyumc.org](mailto:supplier.financehd@nyumc.org)

The expenditure reports and invoices/vouchers shall include:

- a) current and cumulative direct costs by major budget category and indirect costs;
  - a. Invoices must include all information as indicated on the reporting requirements of the subaward agreement including back-up documentation if required. Please be sure to indicate if this is an interim or final invoice.
- b) the amounts budgeted by major budget category;
- c) the purchase order number and subaward number, if different than PO. ***Note: the PO number will be provided separately after the execution of the subaward agreement. The PO number must be clearly indicated on each invoice. Please be sure to communicate this information to the individual preparing and submitting the invoice. If the PO number is missing, there will be payment issues and delays.***
- d) certification as to truth and accuracy of the report;
- e) certification that the payments do not duplicate reimbursement of costs and services received from other sources;
- f) payment address (as indicated on the vendor forms); and
- g) a signature of Collaborator's Financial Contact, as identified in Attachment 3A.

The invoices shall be substantively similar to the attached ***sample invoice***. Collaborator shall provide adequate back-up documentation (including but not limited to receipts and payroll records) for expenditure reports to University upon request.

**FINAL INVOICE/VOUCHERS:**

A final statement of cumulative costs incurred, marked "FINAL", must be submitted to University's Principal Investigator, as identified in Attachment 3A, NOT LATER THAN sixty (60) days after the subaward end date.

**SAMPLE INVOICE**

Collaborator: \_\_\_\_\_

Date: \_\_\_\_\_

Interim       Final

Payment Address

Invoice No.:

\_\_\_\_\_

Agreement No.:

\_\_\_\_\_

Award Amount:

\_\_\_\_\_

Submit invoice to: [nyulmc@digiscribe.info](mailto:nyulmc@digiscribe.info)

\_\_\_\_\_

PO#:

Billing period \_\_\_\_\_ to \_\_\_\_\_

	Budgeted Amount	Billing for Current Period	Cumulative Amount Billed
Personnel			
Consultant Costs			
Equipment			
Materials & Supplies			
Travel			
Other direct costs			
<b>SUBTOTAL DIRECT COSTS</b>			
F&A Costs			
<b>TOTAL</b>			

I certify that this request represents actual costs incurred during the invoice period and that these costs are appropriate and in accordance with this Subaward Agreement. Collaborator further certifies that payment made by University under this Subaward Agreement shall not duplicate reimbursement of costs and services that are received from other sources.

Signed: \_\_\_\_\_

COLLABORATOR authorized financial official

**Attachment 5  
Subaward Agreement  
Budget & Statement of Work  
(Cost Reimbursable)**

Subaward # 18-A0-00-1001703

Between

New York University, on behalf of its Grossman School of Medicine  
And  
Oregon Health & Science University

**STATEMENT OF WORK:**

Below or  Attached 1 page

If award is FFATA eligible and SOW exceeds 4000 characters, include a Subrecipient Federal Award Project Description

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**BUDGET**

Detailed Budget / Budget Justification

Below or  Attached 5 pages

---

<b>Direct Costs</b>	\$214,452
<b>Indirect Cost</b>	\$58,765
<b>TOTAL COSTS</b>	<b>\$273,217</b>

F&A Rate Applied 32% on  Total Direct Costs (TDC) or  Modified Total Direct Costs (MTDC) or  Other

Cost Sharing:  Yes, Amount \$  
 No

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**GENERAL TERMS OF PAYMENT:**

This subaward is made only for the purposes stated in this Subaward Agreement and it is understood that the funds provided under this Subaward Agreement will be used for such purposes substantially in accordance with the budget/schedule above and/or attached hereto. University shall not reimburse Collaborator for costs in excess of the budget/schedule above and/or attached hereto. Payments to Collaborator are contingent upon submission of required reports (see Attachment 4) and adherence to the agreed-upon statement of work.



	YEAR 1
Salary Requested	63,650
Fringe Benefits	21,611
<b>Personnel Total:</b>	<b>85,261</b>

**NON-PERSONNEL**

Travel	
August Kickoff (1 traveler)	1,943
September Kickoff (3 travelers)	6,579
March Steering Committee (3 travelers)	6,579
Local Travel	500
<b>Travel Total:</b>	<b>15,101</b>

Materials and Supplies	
Printing	432
supplies	1,200
<b>Materials Total:</b>	<b>1,632</b>

Publication Costs	
<b>Publications Total:</b>	<b>-</b>

Consultant Services	
<b>Consultant Total:</b>	<b>-</b>

ADP/Computer Services	
<b>Computer Services Total:</b>	<b>-</b>

Other Costs	
Laptop and docking station for new RA	2,000
Tablets for data collection	1,600
Participant incentives	2,137
Teleconference (zoom)	150
2 study cell phones	500
Study cell phone service (\$65/month x 2mnts) x1	260
<b>Other Total:</b>	<b>6,647</b>

Tuition	
<b>Tuition Total:</b>	<b>-</b>

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**Tuition Total:**

	23,380
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**OTHER COSTS TOTAL:**

<b>Consortium Direct Costs</b>	
CODA	84,648
Washington County	5,240
Clackamas County	15,923

<b>DIRECT COSTS (OHSU only)</b>	<b>108,641</b>
<b>Direct Cost (excluding Subs F&amp;A)</b>	<b>204,833</b>

## **BUDGET JUSTIFICATION**

### **Oregon Health Science University**

#### **A. Senior/Key Personnel**

**Elizabeth Needham Waddell, MA, PhD, Principal Investigator (1.80 CM in year 1; 2.40 CM in years 2-5)** is an Assistant Professor in the OHSU-PSU School of Public Health. Dr. Waddell's research addresses the intersections of social determinants of health, access to medical care, and community-engaged health policy development. Dr. Waddell has directed multiple clinic-based projects assessing barriers to and facilitators for the implementation of innovative policies and standards into patient care (e.g., medical homes with integrated primary care and behavioral health), and has experience conducting research among vulnerable, low-income populations and populations who inject drugs. She is currently a Co-Investigator on the Western States Node of the NIDA Clinical Trials Network and member of the Lead Team implementing CTN Protocol 0067, Comparing Treatments for HIV-Positive Opioid Users in an Integrated Care Effectiveness Study (CHOICES); Scale-Up. This study builds on lessons advances understanding of XR-NTX adoption in HIV primary care settings. HIV primary care clinics are being selected to participate in an open-label trial of office-based XR-NTX in HIV-infected participants with untreated opioid use disorder or alcohol use disorders. In addition, Dr. Waddell is a governor-appointed Commissioner on Oregon's Alcohol and Drug Policy Commission and is actively engaged in collaboration with the Oregon Department of Corrections to increase access to MAT among inmates preparing for release from prison. Dr. Waddell is an NIH New Investigator and will be directly supported and mentored by Dr. David Farabee (Co-PI, UCLA) and Dr. Todd Korthuis (Co-PI, Western States Node, NIDA Clinical Trials Network).

As Principal Investigator Dr. Waddell will oversee the recruitment of persons with opiate use disorder (OUD) within the Multnomah County Detention Center; she will also oversee the design of the study with the co-PIs and investigators, utilizing her experience as a researcher in the field to collect demographic and clinical information relevant to the study persons with OUD seeking medications for addictions treatment (MAT) within the criminal justice system. In collaboration with Dr. Michael Seale, Medical Director of Multnomah County Corrections Health (see letter of support), and Dr. Wiest (CODA Site PI) Dr. Waddell will be responsible for recruitment, baseline and follow-up clinical characteristic assessments, staff supervision, project development, implementation, progress monitoring, and adherence to protocol. She will meet with all staff on a weekly or bi-weekly basis to coordinate study activities and track observance to project timelines. She will hold monthly meetings through GotoMeeting, Skype, conference calls or in-person with the co-Principal Investigators on the overall grant, co-Investigators, Project Coordinator, and research assistants to review study progress and discuss findings. Dr. Waddell and the other grant co-PIs will be responsible for writing interim progress reports, interpreting the data and preparing posters, presentations, and manuscripts.

**P. Todd Korthuis, MD, PhD, Co-Investigator (0.30 CM in year 1; 0.40 CM in years 2-5)** is an Associate Professor in the Internal Medicine Department and has a secondary appointment in the OHSU-PSU School of Public Health. Dr. Korthuis provides expertise to the study in the areas of addiction medicine. Dr. Korthuis previously directed the OHSU HIV Clinic and his research focuses on integration of addiction, HIV, and prescription opioids. Dr. Korthuis also serves as principal investigator two additional multi-site, NIDA-funded trials including the BRAVO trial of buprenorphine vs. methadone for improving engagement in the HIV care continuum in Vietnam (R01 DA037441), and the Oregon HOPE study (UG3 DA044831) to improve engagement in opioid use disorder, HIV, and HCV treatment in rural Oregon as part of the National Rural Opioids Initiative. Dr. Korthuis also serves as Program Director for the OHSU Addiction Medicine fellowship and as faculty for the Northwest AIDS Education and Training Center and the Oregon Addiction Education and Prevention Initiative providing HIV- and addiction related training to providers throughout Oregon. Dr. Korthuis advises on protocol development and implementation at the Oregon sites.

## **B. Other Personnel**

**Lynn Kunkel, MS, CCRP, Protocol Manager (1.35 CM in year 1; 1.80 CM in years 2-5)** will work in conjunction with Dr. Waddell to oversee all study management and quality assurance activities for the project, including clinical trials management and posting. Ms. Kunkel coordinates and assists in all activities associated with implementing the study, will chair weekly meetings to monitor the study, will coordinate all training activities, and serve as the primary liaison between the OHSU team, Corrections Health, and CODA. She will work with Dr. Waddell to develop a Manual of Operations to ensure protocol adherence, training staff, and monitoring study progress. Ms. Kunkel is a CTN Good Research Practice trainer and received a Certified Clinical Research Professional (CCRP) certificate in 2007.

**Ceildh Nichols, BS, CCRP, Regulatory Specialist (0.23 CM in year 1; 0.30 in years 2-5 CM)** will serve as the OHSU Regulatory and Compliance Specialist for the study. As such she will work closely with the Protocol Manager and the PI to develop and maintain the Manual of Operations, maintaining the regulatory binders and managing IRB submissions. The Regulatory Specialist will work to comply with local, state and federal regulatory guidelines. Ms. Nichols received her Certified Clinical Research Professional (CCRP) certificate in 2017.

**TBD, Research Associate (2.97 CM in year 1; 3.96 CM in years 2-5)** The Research Associate's responsibilities for this include: working in conjunction with the site PI, coordinating all study activities at the site including, but not limited to, coordinating study team, implementing and monitoring recruitment and retention efforts, and developing tools to track site progress toward study goals; proactively anticipate implementation problems and work to prevent and devise solutions to problems; monitor participant and site level adherence indices; managing in-reach in corrections including eligibility and consent determination as appropriate; serve as liaison to corrections health services; serve as liaison to the Lead Team as required; and attend and participate in study monitoring visits, meetings, and conference calls, providing site-specific information as required.

**DezaRae Collins, Research Assistant (3.60 CM in year 1; 4.80 CM in years 2-5)** Ms. Collins responsibilities for this include assisting with the overall management of Oregon's implementation of JCOIN, meeting coordination and documentation, assisting the PI in the development of all deliverables to the lead team and NIH as needed. In addition, she will serve as the backup research assistant at one of the participating sites. In this role she will work in conjunction with the site PI, coordinating all study activities at the site including, but not limited to, coordinating study team, implementing and monitoring recruitment and retention efforts, and developing tools to track site progress toward study goals; proactively anticipate implementation problems and work to prevent and devise solutions to problems; monitor participant and site level adherence indices; managing in-reach in corrections including eligibility and consent determination as appropriate; and attend and participate in study monitoring visits, meetings, and conference calls, providing site-specific information as required.

## **C. Equipment**

N/A

## **D. Travel**

Domestic travel (\$15,101 in year 1):

*August Kickoff (\$1,943)* – funds are requested to support the PI attending the JCOIN data tools kickoff meeting (\$1,150/air, \$250/hotel x 2 nights, \$56 per diem x 3 days, \$125 ground transportation).

*September Kickoff (\$6,579)* – funds are requested to support three members of the Oregon team attending the national JCOIN steering committee kickoff meeting (\$1,150/air, \$250/hotel x 3 nights, \$56 per diem x 3 days, \$125 ground transportation per person).

*Steering Committee Meeting* (\$6,579) – funds are requested to support three members of the Oregon team to attend the steering committee meeting that will be held in the spring (\$1,150/air, \$250/hotel x 3 nights, \$56 per diem x 3 days, \$125 ground transportation per person).

*Local travel* (\$500) – funds are requested for research staff to travel to participating jails and treatment centers.

#### **E. Participant/Trainee Support Costs**

N/A

#### **F. Other Direct Costs**

##### Materials and Supplies (\$1,632 in year 1)

- Misc. (\$1,632) – funds are requested to cover the following items: participant binders, secured storage bags for transfer of research information, plus printing of protocol, manual of operations, data collection forms, consent forms, and other associated training materials.

##### Other (\$6,647)

- Computer (\$2,000) – a project-specific laptop and docking station is requested for the research assistant
- Tablets (\$1,600) – Two research tablets (iPads) with WiFi capability, and mobile data plan to ensure the ability to transmit data in real time, even when WiFi is not available, will be purchased in the first year of the study dedicated to conduct the interviews. The tablets will meet the specifications requested to run the needed interview software (REDCap), and will be purchased in Year 1 of the study at a cost of \$800 per tablet including mobile data plan. A tablet will allow research staff to collect data confidentially. Due to the rapid screening and enrollment of the participants, a tablet with real time data collection and transmission is imperative to the implementation of this study. By using REDCap software on a device that will transmit the data in real time will allow the research team to monitor the quality of the data collected along with verify the eligibility of each enrolled participant.
- Participant incentives (\$2,137) – participants will receive monetary compensation for their time and travel for each of their research visits. Participants will be twice pre-release but will not be receiving compensation while they're in locked facilities.
- Teleconference (\$150) – funds are requested for teleconferencing software to assist with study implementation and coordination. Weekly calls will be held across all sites.
- Research Staff Mobile Phones (\$760): Funds are requested to maintain mobile phones for study staff. Imperative to the implementation of this study is the continuous communication between the study staff members, participants and the drug treatment centers.

Subawards (\$105,811 in year 1): A subaward will be established with CODA, Inc., Clackamas County, and Washington County.

#### **G. Indirect Costs**

The F&A rate approved for on-campus activity, used in this proposal, is 32%.

The Modified Total Direct Costs (MTDC) used for calculating F&A recovery include all project expenditures except capital equipment (>\$5,000), subcontract amounts after the first \$25,000 and tuition.

The Department of Health and Human Services, acting as the cognizant agency of the federal government, approved a facilities and administration (F&A) cost rate agreement for Oregon Health & Science University (OHSU) on December 10, 2018. The Department of Health and Human Services Representative to this agreement is Arif M. Karim, phone 415-437-7820.

**Institutional Status:** Oregon Health & Science University (OHSU) is a public corporation chartered by the State of Oregon pursuant to Section 353.020 of the Oregon Revised Statutes. OHSU operates under OMB's Uniform Guidance.

## **SCOPE OF WORK**

**Project Title:** Long-acting buprenorphine vs. naltrexone opioid treatments in CJS-involved adults

**Start/End Dates:** 4/1/2019 – 3/31/2024

**Subrecipient:** OHSU-PSU School of Public Health, Oregon Health & Science University

**PI:** Elizabeth Needham Waddell, MA, PHD

### **Project Description:**

Dr. Waddell will be the MPI for Oregon on the proposed trial, Long-acting buprenorphine vs. naltrexone opioid treatments in CJS-involved adults. Under Dr. Waddell's leadership, 200 participants will be recruited from the Clackamas County Jail (CCJ) and Washington County Jail (WCJ), approximately 100 from each, between years 1 and 5 of the project. Dr. Waddell will oversee the recruitment of persons with opiate use disorder (OUD) within the CCJ and WCJ; she will also oversee the design of the study with the MPIs and investigators, utilizing her experience as a researcher in the field to collect demographic and clinical information relevant to the study persons with OUD seeking medications for addictions treatment (MAT) within the criminal justice system.

Pre-release, CODA Inc. will prescribe and deliver study medications in WCJ and CCJ. Post-release, CODA Inc. will prescribe and deliver study medications to participants in Washington County; Clackamas County Health Centers will prescribe and deliver study medications to participants in Clackamas County. OHSU will subcontract with CODA Inc. and Clackamas County Health Centers to conduct screening, recruitment, prescribing and data collection activities.

Dr. Waddell will be responsible for recruitment, baseline and follow-up clinical characteristic assessments, staff supervision, project development, implementation, progress monitoring, and adherence to protocol. She will meet with all staff on a weekly/bi-weekly basis to coordinate study activities and track observance to project timelines. She will hold monthly meetings with local partners (CODA Inc., WCJ, CCJ and Clackamas County Health Centers) to review study progress and discuss findings. Dr. Waddell and the other grant MPIs will be responsible for writing interim progress reports, interpreting the data and preparing posters, presentations, and manuscripts. As Protocol Manager, Lynn Kunkel will oversee all study management and quality assurance activities for the project, including clinical trials management and posting. Ceilidh Nichols will serve as the OHSU Regulatory and Compliance Specialist for the study. As such she will work closely with the Protocol Manager and the MPI to develop and maintain the Manual of Operations, maintaining the regulatory binders and managing IRB submissions. The Regulatory Specialist will work to comply with local, state and federal regulatory guidelines. Joanne Wiedeman will serve as the project's Quality Assurance Monitor and will conduct training and monitor data collection and maintenance procedures as the CCJ, WCJ and CODA Inc.