

January 4, 2024

Board of County Commissioners
 Clackamas County

**Approval of a Subrecipient Agreement with Northwest Family Services for services provided through the Children of Incarcerated Parents program. Agreement value is \$202,000 for 2 years. Funding through the American Rescue Plan Act, and Behavior Health Funds
 No County General Funds are involved.**

Previous Board Action/Review	BCC Issues: 1/3/2024		
Performance Clackamas	1. Ensure safe, healthy, and secure communities.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Jessica Duke	Contact Phone	971-291-8569

EXECUTIVE SUMMARY: The Children, Family & Community Connections (CFCC) Division of the Health, Housing and Human Services Department requests the approval of a Subrecipient Grant Agreement with Northwest Family Services for the continuation of Children of Incarcerated Parents (CIP) program services. The youth being served by CIP were disproportionately affected by the immediate and lasting effects of the COVID pandemic. The program meets the complex needs of children who have at least one incarcerated parent through mentorship, the development of positive social norms, working collaboratively to provide resources and advocacy to youth and families, and provide small group support to younger children affected by parental absence.

In the 2022-2023 fiscal year, CIP provided services to 40 ‘core’ children, 30 of which were matched with a mentor. In addition to core children, an additional 47 children received mentor matching and participation in program activities (a sibling of a core child) who were impacted by parental incarceration.

This Grant Agreement has a value of \$202,000 for 2 years. Agreement is effective upon signature for services July 1, 2023 through June 30, 2025.

RECOMMENDATION: Staff recommends the County approve this agreement and authorize Tootie Smith, Chair, sign it on behalf of Clackamas County.

Respectfully submitted,

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

For Filing Use Only

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 24-016**

Project Name: ***Children of Incarcerated Parents (ARPA)***

Project Number: 230121015.1.12P

his Agreement is between **Clackamas County**, Oregon, acting by and through its
Department of Children, Family and Community Connections ("COUNTY"),
and Northwest Family Services ("SUBRECIPIENT"), an Oregon Nonprofit Corporation.

Clackamas County Data

Grant Accountant: ***Joseph Rosevear***

Program Manager: ***Sarah Van Dyke***

Clackamas County – Finance
2051 Kaen Road
Oregon City, OR 97045
503-742-5429
jrosevear@clackamas.us

Children, Family and Community Connections
112 11th Street
Oregon City, OR 97045
971-284-3445
svandyke@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: ***Rose Fuller***

Program Representative: ***Jacqueline Vargas***

Northwest Family Services
6200 SE King Road
Portland, OR 97222
503-546-9397
rfuller@nwfs.org

Northwest Family Services
6200 SE King Road
Portland, OR 97222
503-546-9397
jvargas@nwfs.org

UEI: FSXYX2BH3T18

RECITALS

1. There are over 20,000 children in Oregon with a parent in prison. Two-thirds of those parents have child(ren) under 18 with half of them expecting to live with their children after they are released. Children of Incarcerated Parents (the "Program") aims to meet the complex needs of these children through mentorship, the development of positive social norms, working collaboratively to provide resources and advocacy to youth and families, and to bring awareness and education to communities.
2. SUBRECIPIENT improves family stability and child well-being by focusing on the social determinants of health. Since 1983, NWFS has worked to reduce poverty through health, education, employment, and social justice services. Programs and services include health and social service navigation, culturally specific women and children's shelter who have experienced violence, youth prevention and intervention programs, outpatient alcohol and drug treatment, coalition support for drug free communities, support for youth and families affected by incarceration, youth education and employment success, restorative justice, mental health services, job readiness and placement, couple's classes, parenting, healthy relationship

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education, and more. Services are offered in the greater Portland-Salem metro area in both English and Spanish.

3. COUNTY desires to work with SUBRECIPIENT as part of a comprehensive, multi-agency approach to address the needs of very high-risk families and build strong parenting skills, prevent child abuse/neglect, and improve family stability through a variety of support activities and referral services including:

The Program includes mentoring and support services to children whose parents are or have been involved in the criminal justice system, which includes the following: youth will receive one-on-one support, connection to needed resources, and other targeted services. Youth are referred to the program by schools, PreventNet (a COUNTY-funded school-based program designed to improve outcomes for children by creating web of support in schools and in the community - addressing poor academic performance, truancy, family management issues, alcohol, and other drug use, etc.) site staff, homeless liaisons, federal, state, and local agencies, and other community partners.

4. The Program aims to meet the complex needs of children who have at least one incarcerated parent through mentorship, the development of positive social norms, working collaboratively to provide resources and advocacy to youth and families, and provide small group support to younger children affected by parental absence.

The students being served by the Program were disproportionately affected by the immediate and lasting effects of the COVID pandemic in the following ways:

- Experienced effects of increased domestic violence in the home.
- Decrease in school engagement and attention/completion rates due to remote learning.
- Increase in mental illness (e.g., anxiety, depression) as well as suicide ideation.
- Increase in substance use.
- Fewer chances for social interaction with subsequent decrease in future opportunities.
- Fewer opportunities for teachers and other community adults to identify risks to children.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on **June 30, 2025**, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **July 1, 2023**, and expiring **June 30, 2025**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in the attached Exhibit A: Subrecipient Statement of Program Objectives & Performance Reporting. SUBRECIPIENT agrees to carry out the Program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT Scope of Work and Performance Reporting in Exhibit A.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall perform all activities and programs in with the requirements of the **America Rescue Plan Act** that is the source of the grant funding and other required information in Exhibit A- I, which are attached to and made a part of this agreement by this reference. SUBRECIPIENT shall further comply with any and all terms, conditions, and other obligations as may

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be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State and Federal funding requirements.

4. **Grant Funds.** COUNTY's funding for this Agreement is the America Rescue Plan Act State and Local Fiscal Recovery Funds (ARPA SLFRF – Assistance Listing Number ["ALN"] #: 21.027), issued to COUNTY by the United States Treasury. Additional funding is through Clackamas County Behavioral Health ("CCBH"). The maximum, not to exceed, grant amount COUNTY will pay is **\$202,000**. This is a cost reimbursement grant, the award is conditional, and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Payment Request. Failure to comply with the terms of this Agreement may result in withholding of payment or COUNTY pursuing any other rights or remedies available to it under this Agreement, at law, or in equity. Funds advanced and unspent must be returned to COUNTY within 30 days of the end of termination period in Section 1 if award conditions are not met.

- 4.1. ARPA (ALN: 21.027)

- Amount passed to SUBRECIPIENT: \$180,000.

- 4.2 Clackamas County Behavioral Health Division

- Other funds passed to SUBRECIPIENT: \$22,000.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term or with 30 days' notice from either party by:

- a. At COUNTY's discretion, upon thirty (30) days' advance written notice to SUBRECIPIENT;
- b. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement;
- c. Mutual agreement by COUNTY and SUBRECIPIENT;
- d. Written notice provided by COUNTY that ARPA and Behavioral Health has determined funds are no longer available for this purpose; and/or
- e. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

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

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

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

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8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.

10. Federal and State Procurement Standards

a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the 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.

a) **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** SUBRECIPIENT shall take all necessary affirmative steps to assure that small & minority businesses, women's business enterprises, and labor surplus area firms are used when possible when contracting for services or soliciting for potential resources, per 2 CFR 200.321.

11. General Agreement Provisions.

a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.

b) **Indemnification.** SUBRECIPIENT agrees to indemnify, defend, and hold COUNTY, and its elected officials, officers, employees, and agents, harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents, or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT's acts or omissions in performing under this Agreement including, but not limited to, any claim by State or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with

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respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

- c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement 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.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- l) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- m) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

12. Exhibits and Attachments.

This document is comprised of the following exhibits and attachments:

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- Exhibit A: SUBRECIPIENT Scope of Work and Performance Reporting
- Exhibit A-1: SUBRECIPIENT Work Plan Quarterly Report
- Exhibit A-2: SUBRECIPIENT Yearly Demographic Report
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Payment Request
- Exhibit D-1: Monthly Activity Report
- Exhibit E: General Administrative and Federal Terms and Conditions
- Exhibit F: Insurance Requirements
- Exhibit G: Specific Federal Program Requirements
- Exhibit H: Final Financial Report
- Exhibit I: 2 CFR 200.332(a) Required Information

If a conflict exists between the main body of this Agreement and the Exhibits, the Exhibits shall control.

(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

NORTHWEST FAMILY SERVICES

By: _____

By: Rose Juller

Its: _____

Its: Exec. Director

Dated: _____

Dated: 12/5/2023

Approved to Form

By: [Signature]
County Counsel

Dated: 12/06/2023

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

PROGRAM NAME: Children of Incarcerated Parents ALN # 21.027	AGREEMENT No. 24-016
SUBRECIPIENT: Northwest Family Services Children of Incarcerated Parents	

Program Objectives

Children of Incarcerated Parents (CIP) aims to meet the complex needs of these children through mentorship, the development of positive social norms, working collaboratively to provide resources and advocacy to youth and families, and to bring awareness and education to communities.

COUNTY has determined children of incarcerated parents in Clackamas County are a class of individuals who have been disproportionately affected by the pandemic and its after-effects. COUNTY has determined these children have:

- Experienced effects of increased domestic violence in the home.
- Decrease in school engagement and attention/completion rates due to remote learning.
- Increase in mental illness (e.g., anxiety, depression) as well as suicide ideation.
- Increase in substance use.
- Fewer chances for social interaction with subsequent decrease in future opportunities.

Therefore, all children of incarcerated parents served by this Program are eligible to receive services under the State and Local Fiscal Recovery Funds (“SLFRF”) Final Rule issued by the United States Treasury (as amended).

Performance Standards

- SUBRECIPIENT will be solely responsible for determining that each youth served is a child of one or more incarcerated parent(s) and shall maintain documentation to this effect.
- A minimum of 25 unduplicated core youth will be referred by school, PreventNet, homeless liaisons and other community partners will be met with a minimum of 6 times per quarter.
- A minimum of 14 core youth will be matched with a mentor to provide individual support services, included, but not limited to tutoring, transportation, assistance with applications for college, etc.
- Will provide a minimum of two *Big Challenges* support groups to elementary school youth a total of 16 youth. Big Challenges is an 8-week support group geared toward children with an incarcerated family member with a focus on providing comfort and teaching coping strategies.

Performance Reporting Requirements

Schedule and Requirements:

Due **monthly** by the 15th of the month for the previous month (only if requesting payment *monthly*):

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- Exhibit D: Required Financial Reporting and Payment Request
- Exhibit D-1: Monthly Activity Report

Due **quarterly** by the 15th of the month following the end of the quarter:

- Exhibit A-1: Subrecipient Work Plan Quarterly Report

Due **yearly** by July 31 of each funded year:

- Exhibit A-2: Demographic Report

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**EXHIBIT A-2
SUBRECIPIENT YEARLY DEMOGRAPHIC REPORT**

PROGRAM NAME: Children of Incarcerated Parents ALN # 21.027	AGREEMENT No. 24-016
SUBRECIPIENT: Northwest Family Services	

Demographic reports will be due once yearly:

- July 31, 2024 (covering July 1, 2023 – June 30, 2024).
- July 31, 2025 (covering July 1, 2024 - June 30, 2025).

NWFS/CIP Demographics

Child Participants

Period Covered:	
Total Children served	
Gender	
Male	
Female	
Other	
Total	
Age	
9 to 11	
12 to 14	
15 to 19	
Total	
Race	
American Indian/Alaskan Native	
Asian	
Black/Af American	
Native Hawaiian/ Pac Is	
Caucasian	
Total	
Ethnicity	
Hispanic	
African	
Russian, Ukranian, Armenian	
Vietnamese	
Filipino	
Other	
Total	
Household income	
Less than \$22,000	
\$22,000-\$31,000	
\$31,000-\$39,000	
\$39,000-\$47,000	
\$47,000-\$55,000	
\$55,000-\$63,000	
\$63,000-\$71,000	
\$71,000-\$79,000	
More than \$79,000	
Total	
TANF	
Yes	
No	
Total	
Free/Reduced lunch	
Yes	
No	
Total	
SNAP Benefits	
Yes	
No	
Total	

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**EXHIBIT B
SUBRECIPIENT Program Budget**

PROGRAM NAME: Children of Incarcerated Parents ALN # 21.027	AGREEMENT No. 24-016
SUBRECIPIENT: Northwest Family Services	

EXHIBIT B: PROGRAM BUDGET				
<i>Organization: Northwest Family Services</i>			Contract # 24-016	
<i>Funded Program Name: Children of Incarcerated Parents</i>				
<i>Program Contact: Rose Fuller rfuller@nwfs.org</i>				
<i>Agreement Term: July 1, 2023 - June 30, 2025</i>				
Approved Award Budget Categories	Approved Budget - County	Approved Budget - ARPA	Approved Budget - County	Approved Budget - County
Personnel (List salary, FTE & Fringe costs for each position)				<i>No match is required on this award</i>
S Furlow, Dept. Manager, 0.10 FTE (\$78,000) x 2 years	\$2,000	\$14,600	\$16,600	
C Blackwell, Youth Mentor Specialist, 1.0 FTE (\$52,000) x 2 years	\$9,000	\$95,000	\$104,000	
C Marquez, Youth Mentor Specialist, 0.15 FTE (\$50,000) x 2 years	\$5,000	\$10,000	\$15,000	
Personnel costs	\$16,000	\$119,600	\$135,600	
Taxes and Benefits (.25 FTE)	\$4,000	\$29,900	\$33,900	
Total Personnel Services	\$20,000	\$149,500	\$169,500	
Administration				
Indirect Cost Rate (10%)	\$2,000	\$16,364	\$18,364	
Supplies				
Program Supplies (\$135 x 24 months)		\$3,770	\$3,770	
Telecommunication (\$30 x 24 months)		\$720	\$720	
Travel				
Conferences and Training (\$500 x 2 years)		\$1,000	\$1,000	
Mileage (1 FTE x .655 x 550 x 24 months)		\$8,646	\$8,646	
Additional (please specify)				
Total Programmatic Costs	\$2,000	\$30,500	\$32,500	
Total Grant Costs	\$22,000	\$180,000	\$202,000	

EXHIBIT C
LOBBYING CERTIFICATE

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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, contribution, 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 attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. 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 sub-recipients 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 Title 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.

Please do not alter this form; any questions regarding the form should be directed to EFSP staff.

Northwest Family Services

Rose Fuller
Representative Name

Rose Fuller 12/15/2023
Representative Signature Date (month/day/year)

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

PROGRAM NAME: Children of Incarcerated Parents ALN # 21.027	AGREEMENT No. 24-016
SUBRECIPIENT: Northwest Family Services	

Financial Reporting Requirements

Schedule and Requirements:

Due **monthly** by the 15th of the month for the previous month:

- Exhibit D: Required Financial Reporting and Payment Request

EXHIBIT D: REQUEST FOR REIMBURSEMENT						
<i>Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:</i>						
<ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount, including personnel timesheets • Monthly Activity Report (Exhibit D-1) 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>). 						
Children of Incarcerated Parents			Contract #:	24-016		
Contractor:	Northwest Family Services			Report Period:		
Address:	6200 SE King Rd Portland, OR 97222					
Contact Person:	Rose Fuller					
Phone Number:	503-546-6377					
E-mail:	rfuller@nwfs.org					
Budget Category	Budget Behavioral Health	Budget ARPA	Total Budget	Current Draw Request	Previously Requested	Balance
<i>Personnel</i>						
S Furlow, Dept. Manager, 0.10 FTE (\$78,000) x 2 years	\$ 2,000.00	\$ 14,600.00	\$ 16,600.00	\$ -	\$ -	\$ 16,600.00
years	\$ 9,000.00	\$ 95,000.00	\$ 104,000.00	\$ -	\$ -	\$ 104,000.00
years	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
Personnel costs	\$ 16,000.00	\$ 119,600.00	\$ 135,600.00	\$ -	\$ -	\$ 135,600.00
Taxes and Benefits (.25 FTE)	\$ 4,000.00	\$ 29,900.00	\$ 33,900.00	\$ -	\$ -	\$ 33,900.00
Total Personnel	\$ 20,000.00	\$ 149,500.00	\$ 169,500.00	\$ -	\$ -	\$ 169,500.00
<i>Indirect</i>						
Indirect Cost Rate (10%)	\$ 2,000.00	\$ 16,364.00	\$ 18,364.00	\$ -	\$ -	\$ 18,364.00
<i>Supplies</i>						
Program Supplies		\$ 3,770.00	\$ 3,770.00			\$ 3,770.00
Telecommunication		\$ 720.00	\$ 720.00	\$ -	\$ -	\$ 720.00
<i>Travel</i>						
Conferences and Training		\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Mileage		\$ 8,646.00	\$ 8,646.00	\$ -	\$ -	\$ 8,646.00
<i>Additional</i>						
Total Program	\$ 2,000.00	\$ 30,500.00	\$ 32,500.00	\$ -	\$ -	\$ 32,500.00
Total Budget	\$ 22,000.00	\$ 180,000.00	\$ 202,000.00	\$ -	\$ -	\$ 202,000.00
<i>Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.</i>						

CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code, Title 18, Section 1001 and Title 31, Sections 3729-3733 and 3801-3812).

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**EXHIBIT D-1
REQUIRED MONTHLY ACTIVITY REPORT**

PROGRAM NAME: Children of Incarcerated Parents ALN # 21.027	AGREEMENT No. 24-016
SUBRECIPIENT: Northwest Family Services	

Agency: Northwest Family Services

Funded Service: Children of Incarcerated Parents

Program Contact: Rose Fuller

Contact Info: rfuller@nwfs.org

Period Covered by report:

Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.

Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.

- 1. Total number of participants served during the month with the funding allocated for this programming:**
- 2. Activities that were conducted during the month with the funding allocated for this programming:**
- 3. Compelling participant story or successful intervention.**

Person(s) completing this form:

Date:

EXHIBIT E
GENERAL ADMINISTRATIVE AND FEDERAL REQUIREMENTS

1. Federal Funds

a) This Agreement is funded in part by federal funds. By signing this Agreement, SUBRECIPIENT certifies neither it nor its employees, contractors, subcontractors, or subrecipients who will perform the Program activities described herein are currently employed by an agency or department of the federal government.

b) COUNTY has determined:

Entity is a subrecipient Entity is a contractor Not applicable

c) Assistance Listing Number of federal funds paid through this Agreement: 21.027

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

a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.

c) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.

d) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.

e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.

f) **Match.** Matching funds are not required for this Agreement.

g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. At no time may budget modification change the scope of the original grant application or Agreement.

h) **Indirect Cost Recovery.** SUBRECIPIENT chooses the federal de minimis rate of 10% of modified total direct costs (“MTDC”) for indirect cost recovery on this award.

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

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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 from the end of program date, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.334-338.
- s) **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for [Federal program name], that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.
- t) **HIPAA Compliance.** SUBRECIPIENT shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Rules"), together with the regulations governing disclosure of substance use disorder information under 42 C.F.R. Part 2. SUBRECIPIENT shall further execute the Business Associate Agreement [or Qualified Service Organization Business Associate Agreement] attached hereto as Exhibit L and incorporated by this reference herein.

3. Default

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

4. Remedies

- a) **County's Remedies.** In the event of SUBRECIPIENT's default, COUNTY may, at its option, pursue any or all remedies available to it under this Agreement, at law, or in equity including, but not limited to: (1) withholding SUBRECIPIENT grant funds until compliance is met; (2) reclaiming

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grant funds in the case of omissions or misrepresentations in financial or programmatic reporting; (3) requiring repayment of any funds used by SUBRECIPIENT in violation of this Agreement; (4) termination of this Agreement; (5) declaring SUBRECIPIENT ineligible for receipt of future awards from COUNTY; (6) initiation of an action or proceeding for damages, declaratory, or injunctive relief.

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

5. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by the U.S. Treasury Department.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to this Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.1) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or

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upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (including those set forth in 2 CFR 200.303(e)) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

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

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

**EXHIBIT F
INSURANCE REQUIREMENTS**

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

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

- 2) **Commercial General Liability.**

Required by COUNTY NOT Required by COUNTY

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

- 3) **Commercial Automobile Liability.**

Required by COUNTY NOT Required by COUNTY

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

- 4) **Professional Liability.**

Required by COUNTY NOT Required by COUNTY

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

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

Required by COUNTY NOT Required by COUNTY

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

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

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

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EXHIBIT G SPECIFIC FEDERAL PROGRAM REQUIREMENTS

1. State and Local Fiscal Recovery Fund (“SLFRF”) Expenditure Category: 2.37 – Economic Impact Assistance-Other.
2. SUBRECIPIENT is responsible for compliance with Section 503 of the Social Security Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and the SLFRF Final Rule, published at the U.S. Treasury’s website (as amended, <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>).
3. SUBRECIPIENT shall retain all invoices related to payment of services on behalf of qualifying beneficiaries. Invoices shall be sufficient in detail to identify the service offered, the dates covered by the service, and the beneficiary served.
4. SUBRECIPIENT is solely responsible for program design which meets the eligibility standards and requirements of the [U.S. Treasury’s SLFRF Final Rule](#). SUBRECIPIENT is also responsible for determining that each child served under this Program is a child of at least one incarcerated parent.
5. Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), SUBRECIPIENT is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.
6. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), SUBRECIPIENT is encouraged to adopt and enforce policies that ban text messaging while driving.

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**EXHIBIT H
FINAL FINANCIAL REPORT**

Program Name: Children of Incarcerated Parents (ARPA)	Agreement #: 24-016
Federal Award #: 1505-0271	Date of Submission: XX/XX/XX
Subrecipient: Northwest Family Services	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

Exhibit H: Final Financial Report

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

Total Federal Funds <u>authorized</u> on this agreement:	\$182,000
Total Federal Funds <u>requested</u> for reimbursement on this agreement:	
Total Federal Funds <u>received</u> on this agreement:	
Total non-Federal Funds <u>authorized</u> on this agreement:	\$22,000
Agreement-to-Date non-Federal Funds <u>requested</u> for reimbursement on this agreement:	
Total non-Federal Funds <u>received</u> on this agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	
Balance of unexpended non-Federal Funds (Line 4 minus Line 6):	

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

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

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EXHIBIT I**2 CFR 200.332(a) REQUIRED INFORMATION**

Federal award identification	
SUBRECIPIENT Name:	Northwest Family Services
SUBRECIPIENT Unique Entity Identifier:	FSXYX2BH3T18
Federal Award Identification Number (FAIN):	1505-0271
Federal award date:	5/11/21
Period of Performance (This Agreement):	July 1, 2023-June 30, 2025
Budget Period (This Agreement):	July 1, 2023-June 30, 2025
Total amount of all federal funds obligated by this action:	\$180,000
Total amount of all federal funds obligated to SUBRECIPIENT during the current fiscal year:	\$180,000
Amount of federal funds from this FAIN committed to SUBRECIPIENT:	.2%
Pass-through entity identifying number:	24-016
Name of pass-through entity:	Clackamas County
Contact information for awarding official of the pass-through entity:	Sarah Van Dyke SVanDyke@clackamas.us
Federal awarding agency:	United States Treasury
Federal award program name:	American Rescue Plan Act
Is Award for Research and Development?	No
Assistance Listing Number (ALN) & Title:	21.027
SUBRECIPIENT indirect cost rate on this Agreement:	Federal de minimis 10%