

October 27, 2022

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Federal Subrecipient Grant Agreement with Northwest Family Services for Student Resource Coordination. Grant value is \$61,105. Funding is through Oregon Health Authority, Clackamas County Marijuana Tax funds, and other local funds.

<b>Purpose/Outcome</b>	Northwest Family Services (NWFS) will continue to provide Student Resource Coordination services. Student Resource Coordination will provide pre-assessment and referral to relevant resources, services, and assistance navigating healthcare, education, and judicial systems to drug and alcohol-affected youth and families in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Maximum Award is \$61,105
<b>Funding Source</b>	Oregon Health Authority, Federal pass-through funds from the Department of Health and Human Services. Assistance Listing #93.959 – Substance Abuse Prevention and Treatment Block Grant (\$20,000) Clackamas County General Fund Marijuana Tax funds (\$21,105) Other Local funds (\$20,000)
<b>Duration</b>	August 1, 2022, through June 30, 2023
<b>Previous Board Action/Review</b>	Board Issues: 10/25/22
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy, and secure communities
<b>Counsel Review</b>	This Federal Subrecipient Grant has been reviewed and approved by County Counsel on October 11, 2022: AN
<b>Procurement Review</b>	Was the item processed through Procurement? No. Federal Subrecipient grant agreement
<b>Contact Person</b>	Adam Freer 971-337-6258
<b>Contract No.</b>	H3S10874

**BACKGROUND:**

The Children, Family & Community Connections Division (CFCC) of the Health, Housing, and Human Services Department requests the approval of the Federal Subrecipient Grant with Northwest Family Services for Student Resource Coordination. Subrecipient was initially selected through a competitive process to implement programming to improve student achievement, attendance, behavior, and other skills for health development for youth identified as at risk or involved in the use of alcohol and drugs. Continued services will identify and serve youth at risk of or involved in the use of alcohol and drugs, strengthen collaboration, and promote integration among schools, nonprofits, local diversion panels, and State and County service agencies.

This Grant is effective upon signature by all parties for services starting on August 1, 2022, through June 30, 2023. Grant has a maximum value of \$61,105.

*Healthy Families. Strong Communities.*

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

**RECOMMENDATION:**

Staff recommends Board approval of this Agreement and authorizes Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

*Rodney A. Cook*

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

**CLACKAMAS COUNTY, OREGON  
FEDERAL SUBRECIPIENT GRANT AGREEMENT # 23-005**

Program Name: **Northwest Family Services – Student Resource Coordination**

This Agreement is between **Clackamas County, Oregon**, acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (“COUNTY”) and **Northwest Family Services** (“SUBRECIPIENT”), an Oregon Non-profit Organization.

**COUNTY Data**

Grant Accountant: <b>Lorrie Biggs</b>	Program Manager: <b>Trevor Higgins</b>
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045  lbiggs@clackamas.us	Children, Family & Community Connections 112 11 <sup>th</sup> Street Oregon City, OR 97045  thiggins@clackamas.us

**RECIPIENT Data**

Finance/Fiscal Representative: <b>Emily Tingle</b>	Program Representative: <b>Rose Fuller</b>
Northwest Family Services 6200 SE King Rd Portland, OR 97222 (503) 546-6377 etingle@nwfs.org	Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-6577 rfuller@nwfs.org
FEIN: 93-084122	

**RECITALS**

1. Northwest Family Services (“SUBRECIPIENT”) is a not-for-profit organization whose mission is to equip people with vital skills for a lifetime in support of child, youth, and family well-being. Northwest Family Services partners with schools, county agencies, and others to deliver a range of challenging, age-appropriate programs in a safe, structured, and positive environment.
2. Clackamas County (“COUNTY”) selected SUBRECIPIENT through a competitive process to implement programming to improve student achievement, attendance, behavior, and other skills for healthy development for youth identified as at risk of or involved in the use of alcohol and drugs, and to strengthen collaboration and promote service integration among schools, nonprofits, local diversion panels, and the State and COUNTY human service agencies.

3. Substance Abuse Prevention and Treatment Block Grant (SAPT BG) funds provided by the Oregon Health Authority ("OHA") are used to prevent alcohol, tobacco and drugs use and associated effects, across the lifespan. The SAPT BG program's objective is to help plan, implement and evaluate strategies that prevent substance abuse, by reducing of risk factors and increasing protective factors associated with alcohol, tobacco and other drugs.
4. Project description: SUBRECIPIENT shall provide a Student Resource Coordinator ("SRC") who will coordinate resources and services for students exhibiting drug and alcohol use to meet their academic success goals. The SRC will operate throughout Clackamas County, prioritizing communities that also have a local diversion panel operating nearby. The SRC will receive, coordinate, and expedite service referrals for students and help them navigate healthcare, education, judicial and other human service systems. The SRC will also follow-up with families and service providers to ensure timely access to services and that services have effectively met mutually identified needs.
5. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Federal Grant Agreement COUNTY and SUBRECIPIENT agree as follows:

#### AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on June 30, 2023, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **August 1, 2022** and expiring **June 30, 2023**, 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 requirements are described in Exhibit A-1: Statement of Program Objectives and Exhibits A 2-3: Work Plan Quarterly Report, attached hereto and incorporated by this reference herein. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement including, but not limited to, Exhibits A 2-3.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Alcohol and Drug Prevention and Education Program (ADPEP), IGA 155011, issued by the Oregon Health Authority, awarded on October 25, 2017 (via amendment #3, executed August, 2022), which is the source of the federal funding in this Agreement, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* ("CFR"), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements required by U.S. Department of Health and Human Services, 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 and Federal funding requirements.
4. **Grant Funds.** The maximum, not to exceed, grant amount COUNTY will pay on this agreement is **\$61,105**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance Measures and Reporting**. Funding between sources is distributed as follows:
  - Oregon Health Authority pass-through Federal funds from Department of Health and Human Services (Assistance Listing #93.959 – Substance Abuse Prevention and Treatment Block Grant **\$20,000**)
  - County General funds (Marijuana Tax Revenue **\$21,105**; Other Local Funds **\$20,000**)
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 except for the final payment. The final request for payment must be submitted to COUNTY no later than fifteen (15) days after the end date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.

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;
  - b. Mutual agreement by COUNTY and SUBRECIPIENT;
  - c. Written notice provided by COUNTY that OHA has determined SAPT funds are no longer available for this purpose; OR
  - 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.
7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
  - a. Has already accrued hereunder;
  - b. Comes into effect due to the expiration or termination of the Agreement; or
  - c. Otherwise survives the expiration or termination of this Agreement.

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

8. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY through June 30, 2023. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving future 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. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit organization as defined in IRS Regulations, and shall further comply with the following:
  - a) That it is described in Section 501(c) of the Internal Revenue Code of 1954;
  - b) That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
  - c) That it has an accounting system and a voluntary board; and
  - d) That it practices nondiscrimination in the provision of assistance to the homeless.
11. **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) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT agrees to expend funds in accordance with the approved budget provided in this agreement. All expenditures that exceed a budget line item by more than 10% or \$500, whichever is greater, must be approved in writing by COUNTY. Budget revisions must be submitted and approved prior to changing the budget. At no time may budget modifications change the scope of the original grant application or agreement.
- c) **Change to Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing and within fifteen (15) days, whenever there is a likely or actual change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within SUBRECIPIENT's 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 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) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- h) **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 D: Required Financial Reporting and Reimbursement Request.**
- i) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in **Exhibit A-2: Performance Reporting Schedule.** SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be submitted on templates provided in the Exhibits, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- j) **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 (**Exhibits D & F**), performance (**Exhibit A-2**), and other reports as required by the terms and conditions of the federal award and/or COUNTY, no later than ninety (90) calendar days after the end date of this Agreement.
- k) **Lobbying.** SUBRECIPIENT certifies (**Exhibit C: Lobbying Certificate**) 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.
- l) **Unique Entity Identifier and Contract 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>.
- m) **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.

- n) **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 nine (9) months from SUBRECIPIENT'S fiscal year end or thirty (30) days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within nine (9) months from SUBRECIPIENT'S fiscal year end or thirty (30) days after issuance of the reports, whichever is sooner.
- o) **Specific Conditions.** None.
- p) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY and the Oregon Health Authority access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring in accordance with 2 CFR 200.332. COUNTY, OHA, the Secretary of State's Office of the State of Oregon, 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.
- q) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement 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, according to 2 CFR 200.334-338.
- r) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications in the IGA, 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 grantee, under those grant documents.
- s) **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 at law, in equity, or under this Agreement.

## 12. 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 federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse; and (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) 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. Additional

requirements are as specified in 45 CFR Part 96; also portions of the 2 CFR Part 200/45 CFR Part 75. No federal funds may be used to provide services in violation of 42 U.S.C. 14402.

- 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".
- 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. SUBRECIPIENT shall include and require all Providers 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.
- 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 the 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) creates a problem for the design or delivery of 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) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.
- g) **Federal Whistleblower Protection.** SUBRECIPIENT shall comply with 41 U.S.C. 4712, Pilot Program for Enhancement of Employee Whistleblower Protection.
- h) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.1) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303(e)) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- i) **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.
- j) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
  - 1) Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
  - 2) Procure a commercial sex act during the period of time the award is in effect; or
  - 3) Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.



SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these 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.

- k) **Abuse Reporting.** SUBRECIPIENT shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 407-045-0250 through 407-045-0370) and elder abuse reporting laws (ORS 124.050 – 124.092) as if SUBRECIPIENT were a mandatory abuse reporter. If SUBRECIPIENT is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. SUBRECIPIENT shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

### 13. 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, as they pertain to the purchase of goods and services under this Agreement and which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** SUBRECIPIENT shall take all necessary affirmative steps to assure that small & minority businesses, women's business enterprises, and labor surplus area firms are used when possible when contracting for services or soliciting for potential resources, per 2 CFR 200.321.

### 14. 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 and the State of Oregon 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.

a) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
- 2) **Commercial Automobile Liability.** 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.
- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Abuse and Molestation.** SUBRECIPIENT shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to COUNTY covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the SUBRECIPIENT is responsible including but not limited to SUBRECIPIENT's employees and volunteers. Policy endorsement's definition of an insured shall include the SUBRECIPIENT, and the SUBRECIPIENT'S employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.
- 5) **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.
- 6) **Additional Insured Provisions.** All liability insurance, except for professional liability, workers' compensation, network security and private liability (if applicable), required under this Agreement must include an additional insured endorsement specifying "Clackamas County, its agents, officers, and employees" as an additional insured, but only with respect to SUBRECIPIENT's activities under this agreement.
- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
- 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. 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.
- e) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- f) **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.
- g) **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.
- h) **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.
- i) **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.
- j) **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.
- k) **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.
- l) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- m) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- n) **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.

o) **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.

*(Signature Page Follows)*

**SUBRECIPIENT**

Northwest Family Services  
6200 SE King Road  
Portland, OR 97222

**CLACKAMAS COUNTY**

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


By:   
Rose Fuller, Executive Director

By: \_\_\_\_\_  
Tootie Smith, Board Chair  
Clackamas County

Dated: 10/10/2022

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

Approved as to form:

 \_\_\_\_\_ 10/11/2022

- Exhibit A-1: Statement of Program Objectives
- Exhibit A-2: Program Reporting Requirements and Work Plan Quarterly Report
- Exhibit B: Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting
- Exhibit D-1: Request for Reimbursement
- Exhibit E: Federal Terms and Conditions
- Exhibit F: Final Financial Report

**EXHIBIT A-1**  
**STATEMENT OF PROGRAM OBJECTIVES**

**BACKGROUND**

SUBRECIPIENT shall provide SRC services in Clackamas County, as further described herein.

The primary goal of the Student Resource Coordinator (SRC) is to improve student achievement, attendance, behavior, and other skills for healthy development for those students identified as at risk of or involved in the use of alcohol and drugs. In addition, the SRC is to focus on strengthening collaboration and promoting service integration among nonprofit agencies, local diversion panels, and the State and County human service agencies with schools.

**PROGRAM GOALS**

The SRC is responsible for coordinating resources and services for students and their families exhibiting Drug and Alcohol use to meet their academic success goals. The SRC operates throughout the county region but is to prioritize communities with a local diversion panel operating nearby. The SRC, (preferably a Certified Alcohol & Drug Counselor-1 or higher), is to receive, coordinate, and expedite service referrals for students and help them navigate healthcare, education, judicial and other human service systems. The SRC follows-up with families and service providers to ensure timely access and that services have effectively met mutually identified needs.

**ACTIVITIES. Subrecipient shall meet the following objectives:**

- By June 30, 2023, provide assessment and referral to relevant resources and services and assistance navigating healthcare, education, judicial systems, etc. for a minimum of 120 drug/alcohol affected youth and their families.
- By June 30, 2023, provide standard D&A assessment and UA to a minimum of 90 youth suspected of drug/alcohol use and provide ASAM level 0.5-1.0 outpatient treatment or referral to higher level treatment to a minimum of 80 youth identified as using drugs/alcohol.
- By June 30, 2023, provide support and referral to resources to a minimum of 40 parents of youth served.

## EXHIBIT A-2

### PERFORMANCE REPORTING SCHEDULE AND WORK PLAN QUARTERLY AND MONTHLY REPORTS

#### PERFORMANCE REPORTING SCHEDULE

Northwest Family Services will submit a Monthly Activity Report (Exhibit D) to the Clackamas County Program Manager, no later than the 15<sup>th</sup> day of the following month. It should accompany the Fiscal Report and Reimbursement Request (Exhibit C).

The Monthly Activity Report will include the following metrics.

- a) Number of at-risk youth served
- b) Number and type of activities conducted during the month.

Northwest Family Services will submit a quarterly Performance Report, to the Clackamas County Program Manager, no later than the 15<sup>th</sup> day of the month following the end of the calendar quarter. Quarterly reports must be submitted electronically on the Work Plan Quarterly Reporting document template (Exhibit A-2).

The Final Performance Report should be submitted no later than July 15, 2023.

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

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**Exhibit A-2 Work Plan Quarterly Report – Student Resource Coordination**

- **Provider:** Northwest Family Services
- **Activity:** Student Resource Coordination
- **Contact:** Michele Bradfute/Darcee Runnels
- **Contract Period:** July 1, 2022-June 30, 2023

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Jul-Sep21	Oct-Dec21	Jan-Mar22	Apr-Jun22
By June 30, 2023, provide pre-engagement and referral to relevant resources and services and assistance navigating healthcare, education, judicial systems, etc. for a minimum of 120 drug/alcohol affected youth and their families.	85% of participating youth and their families will be connected to relevant services and resources, and assistance navigating systems including, but not limited to health/mental health care, education, judicial, etc. and prosocial activities	# youth met with (met with prior to assessment)**				
		# youth connected (referred/scheduled for assessment)**				
		# families served (communicated/met with)				
	**Measured by client feedback survey responses (successful connection to service/activity, satisfaction with service/needs were met)	# families connected (referred)				
By June 30, 2023, provide	85% of youth will demonstrate	# youth assessed				



<p>standard D&amp;A assessment and UA to a minimum of 90 youth suspected of drug/alcohol use. Provide 0.5-1.0 outpatient treatment or referral to higher level treatment to a minimum of 80 youth identified as using drugs/alcohol.</p>	<p>reduction in 30-day use.  <i>**Measured by random UA and program data</i></p>	# youth receiving UA				
	<p>85% of youth will demonstrate improved attendance.  <i>**Measured by Synergy or other school data collection system</i></p>	# youth receiving ASAM .5-1.0 outpatient treatment				
		# youth referred to higher level of treatment				
		# youth receiving treatment that reduced 30 day use				
		# youth receiving treatment that improved attendance over 12 weeks				
<p>85% of youth will be connected to additional resources or supports or prosocial activities, as deemed appropriate.  <i>**Measured by program records and youth survey responses</i></p>	# youth receiving treatment that participate in prosocial activities and are connected to additional resources/supports (referred)					
<p>By June 30, 2023, provide support and referral to resources to a minimum of 40 parents of youth served.</p>	<p>85% of parents of youth served will be referred to a minimum of 3 additional resources and/or supports</p>	# parents served (communicated/met with)				
		# parents connected to 3 additional supports/resources (referred)				

## EXHIBIT A-2: MONTHLY ACTIVITY REPORT

**Agency: Northwest Family Services**

**Funded Service: Student Resource Coordination**

**Program Contact:**

**Contact Info:**

*This report covers the fiscal year starting **August 1, 2022 through June 30, 2023**. Complete the sections below as they apply to the group(s) targeted for services as outlined in your Work Plan.*

*Please submit this report with monthly requests for reimbursement.*

**1. Total number of participants served during the month:**

Number of children 0-6 years: \_\_\_\_ youth: \_\_\_\_

Number of families: \_\_\_\_

**2. Activities/interventions/case coordination that were conducted during the month with the funding allocated for this programming:**

Person completing this form: \_\_\_\_\_ Date: \_\_\_\_\_

Person(s) completing this form:

Date:

<b>Exhibit B: Program Budget</b>			
Contractor: Northwest Family Service Program: <u>Studence Resource Coordination</u> Address: <u>6200 SE King Rd</u> <u>Portland, OR 97222</u> Contact Person: _____ Phone Number: _____ E-mail: _____		Contract: Contract Term: <b>8/1/22-6/30/23</b>	
Budget Category	Approved Budget (County Funds)	Approved Budget (ADPEP)	Total Budget
<b><u>Personnel (List each position separately)</u></b>			
Student Resource Coordinator/CADC (.8 fte @ 45,500)	\$ 24,266.00	\$ 12,133.00	\$ 36,399.00
Supervision (\$68k x .10 fte)	\$ 4,532.00	\$ 2,266.00	\$ 6,798.00
Clinical/Medical Supervision	\$ 800.00	\$ 400.00	\$ 1,200.00
Fringe/Tax @ .24	\$ 7,104.00	\$ 3,552.00	\$ 10,656.00
	<b>\$ 36,702.00</b>	<b>\$ 18,351.00</b>	<b>\$ 55,053.00</b>
<b><u>Administration (limited to 10% of total budget)</u></b>			
Admin	\$ 2,731.00	\$ 813.00	\$ 3,544.00
	<b>\$ 2,731.00</b>	<b>\$ 813.00</b>	<b>\$ 3,544.00</b>
<b><u>Program costs</u></b>			
Materials/Supplies	\$ 300.00	\$ 200.00	\$ 500.00
UAS (40 youth)	\$ 488.00	\$ -	\$ 488.00
Monthly Phone (\$20 x 12)	\$ 140.00	\$ 100.00	\$ 240.00
Travel/Training Conference	\$ 150.00	\$ 100.00	\$ 250.00
Mileage	\$ 594.00	\$ 436.00	\$ 1,030.00
<b><u>Additional (please specify)</u></b>			
	\$ -	\$ -	\$ -
	<b>\$ 1,672.00</b>	<b>\$ 836.00</b>	<b>\$ 2,508.00</b>
<b>Total Budget</b>	<b>\$ 41,105.00</b>	<b>\$ 20,000.00</b>	<b>\$ 61,105.00</b>

**EXHIBIT C**  
**LOBBYING CERTIFICATE**

<b>PROJECT NAME: Student Resource Coordination</b> (Fund Source: 93.959)	<b>AGREEMENT No. 23-005</b>
<b>SUBRECIPIENT: Northwest Family Services</b>	

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

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

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

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

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

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

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

<b>NORTHWEST FAMILY SERVICES</b>	<b>Student Resource Coordination</b>
Organization Name	Award Number or Project Name
<u>Rose Fuller Executive Director</u>	
Name and Title of Authorized Representative	
<u>Rose Fuller</u>	<u>10/10/2022</u>
Signature	Date

**EXHIBIT D  
REQUIRED FINANCIAL REPORTING**

<b>PROJECT NAME: Student Resource Coordination</b> (Fund Source: Substance Abuse, Prevention and Treatment Block Grant, CFDA 93.959)	<b>AGREEMENT No. 23-005</b>
<b>SUBRECIPIENT: Northwest Family Services</b>	

1. SUBRECIPIENT shall submit a monthly Request for Reimbursement referencing grant agreement number 23-005 and contract #155011.
2. Requests for reimbursement shall be submitted by the **10th of the month** for the previous month. The final request for reimbursement shall be submitted by July 10, 2023 for June 30, 2023 expenses. Un-invoiced months completed as of the execution date of this Agreement may be combined into a single invoice.
3. Request for Reimbursement shall be submitted electronically to:

Stephanie Radford, sradford@clackamas.us

Invoices are subject to the review and approval of the Program Manager and Finance Department. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.

**Exhibit D-1: Reimbursement Request**

Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:  
 • Request for Reimbursement with an authorized signature  
 • General Ledger backup to support the requested amount  
 • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due).

Contractor: Northwest Family Services Address: 6200 SE King Rd Portland, OR Contact Person: _____ Contact Info: _____ Term: _____	Contract Number: _____ Report Period: _____ SRC
--	---

Budget Category	Approved Budget (County Funds)	Approved Budget (ADPEP)	Current Draw Request	Previously Requested	Balance
<b>Personnel (List each position separately)</b>					
Student Resource Coordinator/CADC (.8 fte @ 45,500)	\$ 24,266.00	\$ 12,133.00	\$ -	\$ -	\$ 36,399.00
Supervision (\$68k x .10 fte)	\$ 4,532.00	\$ 2,266.00	\$ -	\$ -	\$ 6,798.00
Clinical/Medical Supervision	\$ 800.00	\$ 400.00	\$ -	\$ -	\$ 1,200.00
Fringe/Tax @ .24	\$ 7,104.00	\$ 3,552.00	\$ -	\$ -	\$ 10,656.00
	<b>\$ 36,702.00</b>	<b>\$ 18,351.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 55,053.00</b>
<b>Administration (limited to 10% of total budget)</b>					
Admin	\$ 2,731.00	\$ 813.00	\$ -	\$ -	\$ 3,544.00
	<b>\$ 2,731.00</b>	<b>\$ 813.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,544.00</b>
<b>Program costs</b>					
Materials/Supplies	\$ 300.00	\$ 200.00	\$ -	\$ -	\$ 300.00
UAS (40 youth)	\$ 488.00	\$ -	\$ -	\$ -	\$ 488.00
Monthly Phone (\$20 x 12)	\$ 140.00	\$ 100.00	\$ -	\$ -	\$ 140.00
Travel/Training Conference	\$ 150.00	\$ 100.00	\$ -	\$ -	\$ 150.00
Mileage	\$ 594.00	\$ 436.00	\$ -	\$ -	\$ 594.00
Additional (please specify)	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>\$ 1,672.00</b>	<b>\$ 836.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,508.00</b>
<b>Total Budget</b>	<b>\$ 41,105.00</b>	<b>\$ 20,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 61,105.00</b>

*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.*

**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).*

Prepared by: \_\_\_\_\_  
 Authorized Signer: \_\_\_\_\_  
 Date: \_\_\_\_\_

**CFCC Department Review**

Name: \_\_\_\_\_  
 Department: Children, Family & Community Connections  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT G REQUIRED FEDERAL TERMS AND CONDITIONS

SUBRECIPIENT shall comply with the following federal requirements. 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.

**General Applicability and Compliance.** Unless exempt under 45 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 Recipient, or to the grant activities, 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 with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees 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 law governing operation of Community Mental Health Programs, including without limitation, 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 Services in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** SUBRECIPIENT shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 SUBRECIPIENT shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671), 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 OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENTS shall 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 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 the 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 contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative contract.
  - 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, the 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 subawards at all tiers (including subcontracts, subgrants, 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.
  - 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 legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
  - g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
  - h. No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.



6. **Resource Conservation and Recovery.** SUBRECIPIENT shall 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.
7. **Audits.** SUBRECIPIENT shall comply with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds. If a SUBRECIPIENT expends \$750,000 or more in federal funds (from all sources) in a fiscal year it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. Copies of all audits must be submitted to COUNTY within thirty (30) calendar days of completion. If a SUBRECIPIENT expends less than \$750,000 in a fiscal year it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
8. **Debarment and Suspension.** SUBRECIPIENT shall not permit any person or entity to be a provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Drug-Free Workplace.** SUBRECIPIENT shall 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 OHA 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) calendar days after such conviction; (v) Notify OHA within ten (10) calendar 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 provider to comply with subparagraphs through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents 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 the SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or provider has used a controlled substance, prescription or non-prescription medication that impairs the SUBRECIPIENT or

SUBRECIPIENT's employee, officer, agent or provider's performance of essential job function or creates a direct threat to OHA 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; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** SUBRECIPIENT shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** To the extent SUBRECIPIENT provides any Service in which costs are paid in whole or in part by Medicaid, 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 Part 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR Part 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 Part 431.107 (b) (4), and 42 CFR Part 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, Providers, 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).
12. **ADA.** SUBRECIPIENT shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) 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 delivery of Services.
13. **Agency-Based Voter Registration.** If applicable, 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.
14. **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. 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 ten (10) years.
- 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. Recipient shall make the disclosures required by this Section to OHA. OHA reserves the right to take such action required by law, or where OHA 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.

**15. Federal Intellectual Property Rights Notice.**

The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed 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. The Recipient 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:
  - (i) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
  - (ii) Any rights of copyright to which a grantee, subgrantee or a contractor 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, subgrant or contract under a grant or subgrant.

**16. Other Environmental Standards.** Contractor shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National

Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

17. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding agency in 2 CFR Subtitle B, including but not limited to the following:
  - a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
  - b. **Procurement Standards.** When procuring goods and services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B, and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
  - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of SUBRECIPIENT, and SUBRECIPIENT shall also include these contract provision in its contracts with non-Federal entities.
  
18. In addition, SUBRECIPIENT shall comply with all federal requirements applicable to grants utilizing CFDA #93.959 & 93.243, as applicable, and as set forth in the following website(s): <https://www.cfda.gov/programs/93.959>; and <https://www.cfda.gov/programs/93.243>.

**EXHIBIT F**

**FINAL FINANCIAL REPORT**

<b>PROJECT NAME: Student Resource Coordination</b> (Fund Source: Substance Abuse, Prevention and Treatment Block Grant, CFDA 93.959)	<b>Agreement #: 23-005</b> <b>Date of Submission: XX/XX/XX</b>
<b>Has Subrecipient submitted all requests for reimbursement? Yes / No</b>	
<b>Has Subrecipient met all programmatic closeout requirements? Yes / No</b>	

**Final Financial Report**

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

<b>Total Federal Funds authorized on this Agreement:</b>	<b>\$20,000</b>
<b>Year-to-Date Federal Funds requested for reimbursement on this Agreement:</b>	
<b>Total Federal Funds received on this Agreement:</b>	
<b>Balance of unexpended Federal Funds (Line 1 minus Line 3):</b>	

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



## COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to \_\_\_\_\_
- Other \_\_\_\_\_

Originating County Department: \_\_\_\_\_

Other party to contract/agreement: \_\_\_\_\_

Document Title:

After filing please return to: \_\_\_\_\_

County Admin

Procurement

If applicable, complete the following:

\_\_\_\_\_

Board Agenda Date/Item Number: \_\_\_\_\_