



**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**  
 1024 MAIN STREET • OREGON CITY • OREGON • 97045  
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

Capt. Malcolm McDonald  
 Director

March 5, 2020

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of Grant Agreement 20-024 between Clackamas County Community Corrections and  
Sub-Recipient Oregon Health and Science University for System-Level Diversion Strategies

<b>Purpose/Outcome</b>	To establish alternatives to incarceration for individuals with opioid use disorders.
<b>Dollar Amount and Fiscal Impact</b>	\$149,958
<b>Funding Source</b>	US Department of Justice
<b>Duration</b>	December 1, 2019-September 30, 2021
<b>Previous Board Action/Review</b>	No previous action.
<b>Strategic Plan Alignment</b>	Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities
<b>Counsel Review</b>	02/24/2020
<b>Contact Person</b>	Captain Malcolm McDonald, Director, Community Corrections – 503-655-8717

**BACKGROUND:** Clackamas County Community Corrections received a cooperative agreement from the Department of Justice Office of Justice Programs in support of the development of testing of programs to help divert individuals from jail who are affected by opioid use disorder (OUD).

As research partner, OHSU will assist Clackamas County with developing and implementing effective strategies to address the OUD problem. OHSU will conduct analysis of implemented strategies.

The Agreement specifies that the funds will be available for eligible costs beginning on December 1, 2019 and ending on September 30, 2021.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approves Subrecipient Grant Agreement 20-024 between Clackamas County and Oregon Health and Science University to provide system-level diversion strategies for individuals with opioid use disorders.

Respectfully submitted,

Captain Malcom McDonald  
 Director, Community Corrections

<b>CLACKAMAS COUNTY, OREGON</b> <b>SUBRECIPIENT GRANT AGREEMENT 20-024</b>	
Project Name: <b>System-Level Diversion Strategies</b> Project Number: 2018-AR-BX-K023	
This Agreement is between <b>Clackamas County</b> , Oregon, acting by and through its <b>Department of Community Corrections</b> ("COUNTY") and <b>Oregon Health and Science University</b> ("SUBRECIPIENT"), a Public University.	
<b>Clackamas County Data</b>	
Grant Accountant: <b>Nora Jones</b>	Program Manager: <b>Kelli Zook</b>
Clackamas County – Community Corrections 1024 Main St Oregon City, OR 97045 503-655-8780 norajon@co.clackamas.or.us	Clackamas County – Community Corrections 1024 Main St Oregon City, OR 97045 503-655-8392 kzook@clackamas.us
<b>Subrecipient Data</b>	
Finance/Fiscal Representative: <b>Shawn Gransberry</b>	Program Representative: <b>Elizabeth Waddell</b>
OHSU Mail Code: L16OPAM 3181 SW Sam Jackson Road Portland, OR 97239-3098 503-494-4829 <a href="mailto:gransber@ohsu.edu">gransber@ohsu.edu</a>	OHSU Mail Code: CB669 3181 SW Sam Jackson Road Portland, OR 97239-3098 503-494-3732 <a href="mailto:waddelle@ohsu.edu">waddelle@ohsu.edu</a>
DUNS: 09-699-7515	

### RECITALS

1. Clackamas County has been disproportionately impacted by the rapid increase in opioid use, as indicated by high rates of opioid overdose deaths, at 11/100,000 deaths among 18-64 year olds in 2016. Clackamas County Community Corrections (COUNTY) has received a cooperative agreement from the Department of Justice Office of Justice Programs ("DOJ OJP") in support of the development and testing of programs to help divert individuals with behavioral health problems, such as substance use disorders, to treatment and other services.
2. Research partner Oregon Health and Science University (SUBRECIPIENT) is a team of faculty, researchers, and practitioners at OHSU, Portland, OR. SUBRECIPIENT assists on research procedures, including client surveys, data visualization and program evaluation. SUBRECIPIENT promotes development and testing of process improvements and supports practitioners' efforts in design, implementation, analysis, and dissemination of research to test innovations and existing practices.

3. **Project description:** The project is a collaboration of COUNTY and SUBRECIPIENT. A main goal of the project is to more efficiently and effectively address the growing problem of opioid use in Clackamas County, with special focus on diversion of opioid use disorder ("OUD")-involved "high frequency" utilizers across systems (i.e., justice, healthcare, social services) to reduce opioid use and its impacts, including recidivism. SUBRECIPIENT will help COUNTY systems access OUD-related problems, and assist in developing effective strategies to address these problems. The team will collaboratively develop strategies designed to meet the challenges of the Clackamas caseload and circumstances, seeking to intercept criminal justice-involved individuals at points where diversion to treatment for OUD will be the emphasis. The diversion strategies will target: incarcerated individuals eligible for early release into treatment, reentering individuals who meet criteria for medication assisted treatment ("MAT") and probationers and others in the community who meet criteria for MAT and/or housing. The diversion strategies will increase engagement in treatment and recovery activities and reduce unnecessary incarceration and family disruption. The project will also work with DOJ OJP's Bureau of Justice Assistance's designated Training and Technical Assistance provider and an evaluator who may conduct a site-specific or cross-site evaluation in future years.
4. This Grant Agreement of Federal 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 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 approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **December 01, 2019** and not later than **September 30, 2021**, 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 Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the U.S. Department of Justice Office of Justice Programs award #AR-BX-K023 (Federal award date: 09/28/2018) that is the source of the grant funding, in addition to compliance with requirements of Title 2 of the *Code of Federal Regulations* ("CFR"), Part 200, Sub-Parts B-F. A copy of that grant award has been provided to SUBRECIPIENT by COUNTY, which is attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any requirements required by the United States Department of Justice, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the **Comprehensive Opioid Abuse Site-Based Program (CFDA #16.838)** issued to the COUNTY by the U.S. Department of Justice, Office of Justice Programs (Federal Award Identification # ~~AR-BX-K023~~ <sup>2019-</sup>AR-BX-K023). The maximum, not to exceed, grant amount COUNTY will pay is **\$149,958**. 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: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

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 terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days-notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **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.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **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 the County within 15 days.
  - c) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - d) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.

- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from 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. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** SUBRECIPIENT chooses to use a Federally-negotiated (provisional) indirect cost rate issued to Oregon Health and Science University which is incorporated by reference into SUBRECIPIENT program budget in Exhibit B.
- i) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- j) **Payment.** SUBRECIPIENT must submit a final request for payment no later than forty-five (45) 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.
- k) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (quarterly, and final) during the term of this Agreement.
- l) **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: Required Financial Reporting and Reimbursement Request on a monthly basis.
- m) **Specific Conditions.** None
- n) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G & H), 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.
- o) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System ("DUNS") as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- p) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts 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.

- q) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- r) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, the 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 the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- s) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY reasonable access during Monday through Friday business hours to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. 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.
- t) **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 three (3) 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 200.333-337.
- u) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Grant AR-BX-K023, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- v) **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 or to terminate this relationship including the original Agreement and all associated amendments.

#### 10. 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. Additional requirements are as specified in the Comprehensive Addiction Recovery Act of 2016 ("CARA"), Public Law 114-669.
- 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 Department of Justice, Bureau of Justice Assistance.
- 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 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) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) 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) 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.

#### 11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

#### 12. General Agreement Provisions.

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



- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (excluding attorney's and expert fees) arising from or related to 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.

COUNTY agrees to indemnify and hold SUBRECIPIENT and its officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (excluding attorney's and expert fees) arising from or related to COUNTY's negligent or willful acts or those of its employees, agents or those under COUNTY's control. COUNTY is responsible for the actions of its own agents and employees, and SUBRECIPIENT assumes no liability or responsibility with respect to COUNTY's actions, employees, agents or otherwise with respect to those under its control.

- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense self-insurance sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
- 1) **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.
  - 2) **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.
  - 3) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all coverage required by the Agreement.
  - 4) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or

immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

*(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

OREGON HEALTH & SCIENCE UNIVERSITY

Commissioner: Jim Bernard, Chair  
Commissioner: Sonya Fischer  
Commissioner: Ken Humbertson  
Commissioner: Paul Savas  
Commissioner: Martha Schrader

Signing on Behalf of the Board,

By: \_\_\_\_\_  
Jim Bernard, Chair

By: Lisa Fitzpatrick  
Lisa Fitzpatrick, Pre-award Manager

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

Dated: 2/11/20

By: \_\_\_\_\_  
Recording Secretary

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

Approved to Form

By: [Signature]  
County Counsel

Dated: 2/24/2020

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Monthly/Quarterly/Final Performance Report
- Exhibit F: Final Financial Report

## **Exhibit A: SUBRECIPIENT STATEMENT OF PROGRAM OBJECTIVES**

The Bureau of Justice Assistance Comprehensive Opioid Abuse Site-base Program (“COAP”) aims to reduce opioid abuse and the number of overdose fatalities, as well as to mitigate the impacts on crime victims. The program also supports the implementation, enhancement, and proactive use of prescription drug monitoring programs to support clinical decision making and prevent the abuse and diversion of controlled substances. The **System-level Diversion** projects must demonstrate a commitment to establish effective diversion programs for offenders who abuse illicit or prescription opioids. Projects may support pretrial diversion, court-based diversion programs (other than drug courts or Veteran’s treatment courts), community-based supervision, corrections programs, and/or reentry programs.

COUNTY was awarded a COAP grant under Category 3- System-level Diversion. In Clackamas County, COAP funds are being used to develop, implement and assess a locally conceived set of coordinated diversion strategies to effectively address opioid use disorder (“OUD”) problems including opioid overdose, related fatalities and other consequences. Another objective is to improve capacity for collecting, managing and using data necessary to characterize and respond to OUD issues among justice involved individuals and to track outcomes of diversion strategies.

In collaboration with Clackamas County Jail, Naphcare, CSAP and Clackamas County Health Centers, a diversion strategy has been developed to target incarcerated individuals eligible for early release into treatment. Coordinated services will target eligible individuals, increasing uptake of medication for opioid use disorder (“MOUD”) and increase coordination among service systems in criminal justice, health, housing, and human services to reduce opioid related harms. Participants will receive Naltrexone for extended-release injectable suspension or other MOUD as recommended by assessment and medical staff in conjunction with residential treatment upon release from Clackamas County Jail in an effort to improve opioid abstinence.

SUBRECIPIENT is the action-research partner for COUNTY on the COAP project. SUBRECIPIENT will conduct formative evaluation activities to identify and track performance measures, assist in the improvement of program implementation, and provide guidance for COAP program modifications. SUBRECIPIENT will work with COUNTY to track quarterly outcome measures required by BJA and help develop additional outcome measures using survey data collected by COUNTY staff. SUBRECIPIENT will build survey data collection tools in REDCap, prepare data for analysis, conduct analysis and prepare documentation, reports and manuscripts. SUBRECIPIENT will house REDCap data on a secure OHSU server, and train COUNTY

staff to enter data into the REDCap web-based data collection and management system. COUNTY maintains ownership of all data collected for COUNTY COAP Evaluation.

Under this subaward SUBRECIPIENT will:

Assist in collating information and informing the selection of the project's strategies;

Provide ongoing analysis, monitoring, and assessment of the strategies' impact;

Collaborate with COUNTY to prepare a final report that thoroughly assesses the results of the project;

Work with COUNTY to identify and refine strategies for detection, diversion, and coordination of services relevant to treatment of OUD among justice-involved persons;  
Provide guidance on design and implementation of diversion efforts as part of COUNTY response to OUD—focusing on opioid overdoses—affecting residents and impacting COUNTY systems of care and supervision.

## EXHIBIT B: SUBRECIPIENT BUDGET

<b>Budget Summary</b>											
<i>Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.</i>											
Budget Category	Year 1		Year 2 <i>(if needed)</i>		Year 3 <i>(if needed)</i>		Year 4 <i>(if needed)</i>		Year 5 <i>(if needed)</i>		Total(\$)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$29,240	\$0	\$42,963	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$72,203
B. Fringe Benefits	\$9,875	\$0	\$14,649	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,524
C. Travel	\$201	\$0	\$446	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$647
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Direct Costs</b>	\$39,316	\$0	\$58,058	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$97,374
J. Indirect Costs	\$21,231	\$0	\$31,353	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$52,584
<b>Total Project Costs</b>	\$60,547	\$0	\$89,411	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$149,958
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? -Y/N										No	

**Exhibit C: CONGRESSIONAL LOBBYING CERTIFICATE**

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

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

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

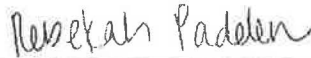
OHSU	<i>System-Level Diversion Strategies</i>
Organization Name	Award Number or Project Name
Rebekah Padden, Grants & Contracts Administrator	
Name and Title of Authorized Representative	
	2/11/2020
Signature	Date

EXHIBIT D: SUBRECIPIENT REQUEST FOR REIMBURSEMENT CLACKAMAS COUNTY COMMUNITY CORRECTIONS DIVISION					
<b>Organization:</b> OHSU		<b>CLAIM PERIOD:</b>		Note: This form derives from the approved budget in your grant agreement. All expenditures must have adequate supporting documentation.	
<b>Service:</b> System-Level Diversion Strategies		xxx			
<b>Program Contact:</b> Elizabeth Waddell					
<b>Agreement Term:</b> 12/1/19-9/30/21					
<b>Agreement Number:</b> 20-024					
Category	Yr 1 Approved	Monthly Grant	Total Monthly	YTD Grant	Balance
	Grant Amount	Expenditure	Expenditure	Expenditure	
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)					
Principal Investigator (5% FTE)	\$ 3,910.00	\$ -	\$ -	\$ -	\$ 3,910.00
IRB Specialist (2% FTE)	\$ 830.00	\$ -	\$ -	\$ -	\$ 830.00
Research Assistant (25% FTE)	\$ 7,167.00	\$ -	\$ -	\$ -	\$ 7,167.00
Project Manager (40% FTE)	\$ 17,333.00	\$ -	\$ -	\$ -	\$ 17,333.00
Principal Investigator - Fringe (5%)	\$ 1,507.00	\$ -	\$ -	\$ -	\$ 1,507.00
IRB Specialist - Fringe (2%)	\$ 292.00	\$ -	\$ -	\$ -	\$ 292.00
Research Assistant - Fringe (25%)	\$ 1,971.00	\$ -	\$ -	\$ -	\$ 1,971.00
Project Manager - Fringe (40%)	\$ 6,105.00	\$ -	\$ -	\$ -	\$ 6,105.00
<b>Total Personnel Services</b>	<b>\$ 39,115.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 39,115.00</b>
<b>Travel</b>					
Mileage (.45/milex200 miles)	\$ 201.00	\$ -	\$ -	\$ -	\$ 201.00
<b>Total Programmatic Costs</b>	<b>\$ 201.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 201.00</b>
Indirect Rate: 54% Salary & Fringe (Federally-negotiated Rate)	\$ 21,231.00	\$ -	\$ -	\$ -	\$ 21,231.00
<b>Total Grant Costs</b>	<b>\$ 60,547.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 60,547.00</b>
<b>Clackamas County and the Federal government retain 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.</b>					
<b>CERTIFICATION</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).					
<b>Prepared by:</b>					
<b>Authorized SUBRECIPIENT Official:</b>					
<b>Date:</b>					
<b>Department Review</b>					
<b>Project Officer Name:</b>					
<b>Department:</b>					
<b>Signature:</b>					
Department: forward to Grant Accountant for review and processing				Grant Accountant Initial/Date:	



EXHIBIT D: SUBRECIPIENT REQUEST FOR REIMBURSEMENT CLACKAMAS COUNTY COMMUNITY CORRECTIONS DIVISION					
<b>Organization:</b> OHSU				<b>CLAIM PERIOD:</b>  xxx	Note: This form derives from the approved budget in your grant agreement. All expenditures must have adequate supporting documentation.
<b>Service:</b> System-Level Diversion Strate					
<b>Program Contact:</b> Elizabeth Waddell					
<b>Agreement Term:</b> 12/1/19-9/30/21					
<b>Agreement Number:</b> 20-024					
	<b>Yr 2 Approved</b>	<b>Monthly Grant</b>	<b>Total Monthly</b>	<b>YTD Grant</b>	<b>Balance</b>
<b>Category</b>	<b>Grant Amount</b>	<b>Expenditure</b>	<b>Expenditure</b>	<b>Expenditure</b>	
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)					
Principal Investigator (5% FTE)	\$ 6,042.00	\$ -	\$ -	\$ -	\$ 6,042.00
IRB Specialist (2% FTE)	\$ 1,283.00	\$ -	\$ -	\$ -	\$ 1,283.00
Research Assistant (25% FTE)	\$ 8,858.00	\$ -	\$ -	\$ -	\$ 8,858.00
Project Manager (40% FTE)	\$ 26,780.00	\$ -	\$ -	\$ -	\$ 26,780.00
Principal Investigator - Fringe (5%)	\$ 2,329.00	\$ -	\$ -	\$ -	\$ 2,329.00
IRB Specialist - Fringe (2%)	\$ 452.00	\$ -	\$ -	\$ -	\$ 452.00
Research Assistant - Fringe (25%)	\$ 2,436.00	\$ -	\$ -	\$ -	\$ 2,436.00
Project Manager - Fringe (40%)	\$ 9,432.00	\$ -	\$ -	\$ -	\$ 9,432.00
<b>Total Personnel Services</b>	<b>\$ 57,612.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 57,612.00</b>
<b>Travel</b>					
Mileage (.45/milex200 miles)	\$ 446.00	\$ -	\$ -	\$ -	\$ 446.00
<b>Total Programmatic Costs</b>	<b>\$ 446.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 446.00</b>
Indirect Rate: 54% Salary & Fringe (Federally-negotiated Rate)	\$ 31,353.00	\$ -	\$ -	\$ -	\$ 31,353.00
<b>Total Grant Costs</b>	<b>\$ 89,411.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 89,411.00</b>
Clackamas County and the Federal government retain 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.					
<b>CERTIFICATION</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).					
<b>Prepared by:</b>					
<b>Authorized SUBRECIPIENT Official:</b>					
<b>Date:</b>					
<b>Department Review</b>					
<b>Project Officer Name:</b>					
<b>Department:</b>					
<b>Signature:</b>					
<b>Department: forward to Grant Accountant for review and processing</b>				<b>Grant Accountant Initial/Date:</b>	

**Exhibit E: Monthly/Quarterly/Final Performance Report**

SUBRECIPIENT agrees to provide written quarterly performance reports on the activities outlined in Exhibit A. A final performance report will be due with the final request for reimbursement.

<b>Project Name: System-Level Diversion Strategies</b>	<b>Agreement #: 20-024</b>
<b>Federal Award #: AR-BX-K023</b>	<b>Date of Submission: XX/XX/XX</b>
<b>Subrecipient: OHSU</b>	
<b>Has Subrecipient submitted all requests for reimbursement? Y/N</b>	
<b>Has Subrecipient met all programmatic closeout requirements? Y/N</b>	

## EXHIBIT F: 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:	\$149,958
Total Federal Funds <u>requested</u> for reimbursement on this agreement:	
Total Federal Funds <u>received</u> on this agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	

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