

July 25, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with Portland State University for Evaluation of H3S Zero Suicide Framework Initiatives. Agreement value is \$64,338.00 for 6 months. Funding is through the Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA). No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues – July 23, 2024		
Performance Clackamas	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy, and secure communities.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Sarah Jacobson	Contact Phone	503-742-5303

EXECUTIVE SUMMARY: The purpose of this agreement is to engage the services of Portland State University’s Regional Research Institute staff to evaluate the Zero Suicide Framework initiatives and implementation in Clackamas County’s Health, Housing, and Human Services Department (H3S). The evaluation will include a comprehensive report consolidating data collected during all 6 years of the Zero Suicide grant awarded to H3S by SAMHSA.

RECOMMENDATION: The staff respectfully recommends that the Board of County Commissioners approve this agreement and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
Director Health, Housing & Human Services

For Filing Use Only

Healthy Families. Strong Communities.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND PORTLAND STATE UNIVERSITY**

THIS AGREEMENT (this “Agreement”) is entered into and between Clackamas County (“County”), a political subdivision of the State of Oregon, and Portland State University (“Agency”), a unit of local government under ORS Chapter 190, collectively referred to as the “Parties” and each a “Party.”

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

The purpose of this Agreement is engage the services of Portland State University’s Regional Research Institute staff to perform an evaluation of the Zero Suicide Framework initiatives and implementation in Clackamas County’s Health, Housing, and Human Services Department.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or September 29, 2024, whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein (“Work”). County and Agency acknowledge that Agency performed the Work as of March 7th, 2024 before execution of this Agreement. By execution of this Agreement, the County hereby approves and ratifies Work performed in accordance with the terms of the Agreement. All previously performed Work is and remains subject to the terms and conditions of the Agreement. The County reserves all rights, remedies, claims, and causes of action it may have with respect to previously performed Agreement.
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds, a sum not to exceed **sixty-four thousand three hundred thirty-eight dollars (\$64,338.00)** for accomplishing the Work required by this Agreement, as detailed in the budget attached hereto as Exhibit B and incorporated herein. Agency agrees to bill County for actual work performed based on the hourly rate set forth in the attached budget and for the actual cost for travel, services and supplies. Consideration is on a cost reimbursable basis in accordance with the budget set forth in Exhibit B.

4. **Payment.** Unless otherwise specified, the Agency shall submit quarterly invoices for Work performed and shall include the total amount billed to date by the Agency prior to the current invoice. Invoices shall include expenses incurred in the quarter in accordance with the budget and according to budget categories, and upon request, will describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to Agency following the County's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.

5. **Representations and Warranties.**

- A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. **Termination.**

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period. Upon termination for breach, either parties shall have all rights and remedies available to it at law, in equity, or under this Agreement.
- C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach

not expressly identified, even though the other breach is of the same nature as that waived.

- D. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Agreement is prohibited or the County is prohibited from paying for such Work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination, including but not limited to reimbursement by County for all costs incurred for the Work activities up to the date of termination.

7. Indemnification.

- A. Subject to the limits of the Oregon Tort Claims Act (ORS 30.260 through 30.300), and to the extent permitted under law, including without limitation the Oregon Constitution, Article XI, Section 10, the County agrees to indemnify, save harmless and defend the Agency from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof, solely arising out of or based upon the negligent acts or omissions of County in performing under this Agreement.

Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and to the extent permitted under law, including without limitation, the Oregon Constitution, Article XI, Section 7, the Agency agrees to indemnify, save harmless and defend the County from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof, solely arising out of or based upon the negligent acts or omissions of Agency in performing under this Agreement.

- 8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.

- 9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment

addresses by giving prior written notice thereof to the other Party at its then current notice address.

- A. Galli Murray or their designee will act as liaison for the County.

Contact Information:

Gallimur@clackamas.us
971-201-8468

Anna Kovtunova or their designee will act as liaison for the Agency.

Contact Information:

Awards@pdx.edu
Spa_rri@pdx.edu
503-725-9900

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon. In no event shall this section be construed as a waiver by the either Party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records

relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.

- E. **Work Product.** Agency shall own copyrights on materials produced by Agency personnel in the performance of the Work. Agency hereby grants County a nontransferable, non-exclusive, free copyright license to any reports and deliverables due to County according to Exhibit A for County’s use only.
- F. **Reserved.**
- G. **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.
- H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Work. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (E), (G), (H), (I), (J), (L), (R), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Reserved.**
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However,

Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

- T. **Confidentiality.** Each Party acknowledges that it and its employees and agents may, in the course of performing their obligations under this Agreement, be exposed to or acquire information that the other Party desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as “Personal Information” is defined in ORS 646A.602(11)), and protected health information that may be protected under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”), together with the regulations governing disclosure of substance use disorder information under 42 C.F.R. Part 2, and other information that may be protected under applicable federal, state, or local law.

Each Party agrees to hold any and all information that it is required by law, and that the disclosing Party reduces in writing and clearly marks as “Sensitive” or “Confidential”, to be held in confidence (“Confidential Information”), using at least the same degree of care that the receiving Party uses in maintaining the confidentiality of its own confidential information for a period of three (3) years from the date of receipt, and will use the Confidential Information for no purpose other than in the performance of this Agreement, or as may be permitted under applicable law, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Each Party further agrees to take reasonable measures to safeguard such information and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

Notwithstanding the foregoing, the receiving Party may disclose Confidential Information as required by law, court order, or government regulation provided however, that the receiving party timely notifies and provides disclosing Party with an opportunity to minimize or oppose such disclosure. Both Parties acknowledge that they are subject to, and shall treat appropriately marked Confidential Information as confidential to the extent permitted under the Oregon Public Records Law (ORS 192.311 – 192.478). If either Party is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information, that Party shall notify the other Party within a reasonable period of time of the request. The Party asserting the requested information is confidential is exclusively responsible for defending that Party’s position concerning the confidentiality of the requested information.

- U. **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.


IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

Chair, Board of County Commissioners

Date

Approved as to Form:



County Counsel Date

Portland State University



Anna Kovtunova
2024.06.24 10:18:23 -07'00'

Authorized Signatory

Sponsored Projects Officer

Title

6/24/24

Date

Exhibit A Scope of Work

	Total Estimated Hours* over 9 month project period				
	Karen	Aliza	Kelsey	Res.Asst	Total
EVALUATION DESIGN					
1. Work with the project director and grant staff to finalize the evaluation design to be conducted during the No Cost Extension period. The design may include:	20	6	6		32
2. Design and implement a staff training evaluation web survey tracking knowledge and comfort level with the suicide prevention materials covered in grant-funded trainings conducted during the No Cost Extension period (Includes processing incentive	4	35	35		74
3. Design and implement key informant interviews with Clackamas County Zero Suicide staff to gain staff input on barriers to implementation, strategies to overcome those barriers, and other lessons learned.	5	15	80		100
4. Obtain and maintain human subjects research approval for the evaluation activities from the PSU Institutional Review Board (IRB)	2	1	10		13
DATA COLLECTION					
5. Provide consultation to Clackamas County staff in the collection and reporting of required CMHS National Outcomes Measures and Zero Suicide metrics	2	10			12
6. Work with Clackamas County staff to facilitate secure transmission of de-identified county data to PSU for analysis using HIPAA-compliant file transfer protocols	2		10		12
7. Collect training evaluation and key informant data in person or remotely via individual interviews and/or written surveys			48		48
8. Develop data files for storing and analyzing survey and interview data			25		25
9. Enter survey and interview data not collected electronically (and other admin help as needed)				180	180
DATA ANALYSIS					
10. Analyze the following data sets using SPSS, Atlas ti, and/or Excel data analysis					
a. De-identified Zero Suicide metrics provided by Clackamas County			30		30
b. Staff web-survey data submitted to PSU via PSU's Qualtrics data collection platform			40		40
c. Staff key informant interviews			30		30
d. Client data related to Zero Suicide indicators of ZS implementation			40		40
REPORTS					
11. Provide periodic written evaluation status reports, as requested			18		18
12. Create a staff web-survey report	2	4	60		66
13. Create a comprehensive evaluation report consolidating data collected during all five years of the Zero Suicide grant, including longitudinal Zero Suicide implementation assessment results.	10	20	100		130
PRESENTATIONS					
14. Present evaluation status updates verbally and in writing to the project director at least quarterly	9	9	9		27
15. Present final evaluation findings verbally and in writing to the project direct, staff and the Clackamas County Board of Commissioners, as requested.	4	4	12		20
Total	60	104	553	180	897

Exhibit B
Budget

<u>Subcontract for Evaluation of Clackamas County Zero Suicide No Cost Extension</u>						
Clackamas County/SAMHSA Grant # 5 H79 SM080296-04						
Project period: 1/1/2024-9/29/2024						
PROPOSED BUDGET - updated 04-09-2024						
Detail - Salaries, Wages & Fringe						
					months	9
				Fringe		
	<u>Personnel</u>	<u>Position</u>	<u>%FTE</u>	<u>(OPE)</u>	<u>Estimated Hour</u>	
	Karen Cellarius, MPA	Principal Investigator	\$ 0.04	59.5%	60	
	Aliza Tuttle	Project Manager	\$ 0.07	65.6%	104	
	Kelsey Porter	Sr Research Assistant	\$ 0.35	75.0%	553	
			<u>%FTE</u>	<u>Fringe</u>	<u>Estimated Hours*</u>	
	TBD	Research Assistants	\$0.12	9.52%	180	
PERSONNEL						
SALARIES & WAGES						
	Karen Cellarius, MPA	Principal Investigator			3,159	
	Aliza Tuttle	Project Manager			3,809	
	Kelsey Porter	Sr Research Assistant			18,026	
	TBD	Research Assistants			3,567	
	TOTAL - SALARIES & WAGES				28,561	
FRINGE						
	Karen Cellarius, MPA	Principal Investigator			1,879	
	Aliza Tuttle	Project Manager			2,499	
	Kelsey Porter	Sr Research Assistant			13,520	
	TBD	Research Assistants			340	
	TOTAL - FRINGE				18,237	
TRAVEL						
	In-state Travel (Data collection and meetings)				500	
	Out-of-state Travel (SAMHSA grantee Meeting in Washington DC, June 2024)				<i>removed</i>	
	TOTAL - TRAVEL				500	
SERVICES AND SUPPLIES						
	Research Participant Incentives (One \$100 Amazon gift code drawing/month * 6 mo				600	
	Printing and Publishing				295	
	TOTAL - SERVICES AND SUPPLIES				895	
FEDERAL COSTS						
	Total Direct Costs				48,193	
	MTDC base				48,193	
	Total Indirect Costs @33.5%				16,145	
	TOTAL - FEDERAL COSTS				\$ 64,338	
* Hours are provided as estimates only in accordance to University Cost Accounting Standards and 2 CFR 200; we perform work on a percentage of work basis.						

Exhibit C
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, "Contractor" means Portland State University, and "County" means Clackamas County, a political subdivision of the State of Oregon.

The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency ("FEMA") . This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.

Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.

By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

If this Contract involves a federal award that meets the definition of a "funding agreement" under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.

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

Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Record Retention. Contractor 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

200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

Contractor will comply with all applicable requirements of 2 CFR 200.216, 2 CFR 200.321, and 2 CFR 200.322.

Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

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

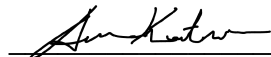
No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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.

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. 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.

The Contractor, Portland State University, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Anna Kovtunova, Sponsored Projects Officer

Name and Title of Contractor's Authorized Official

06/24/2024

Date