

October 23, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

**Approval of a Federal Subrecipient Agreement with Cascade AIDS Project for HIV prevention services.
Agreement Value is \$65,000 for 1 year. Funding is through the Oregon Health Authority.
No County General Funds are involved.**

Previous Board Action/Review	The County Administrator previously approved on August 8, 2024, Agreement # 11613 (Program Element 07 now Program Element 81)		
Performance Clackamas	1. Ensuring healthy, secure, and safe communities		
Counsel Review	Yes	Procurement Review	No – Grants reviewed
Contact Person	Kim La Croix, Interim Public Health Director	Contact Phone	971-806-0004

EXECUTIVE SUMMARY: The Clackamas County Public Health Division (CCPH) requests approval of a Sub-recipient Professional Services Agreement with Cascade AIDS Project (CAP) to deliver HIV/STI prevention services. The County receives pass-through funding through the Local Public Health Authority Agreement (LPHA) with the State of Oregon via Program Element 81 ([Program Element 81](#)). This combined state and federal funding supports early detection of HIV/STIs, rapid connection to care, and Oregon's goal of eliminating new infections. HIV remains a preventable but persistent concern in Clackamas County, particularly among communities with limited access to healthcare. Without early detection and linkage to care, infections go undiagnosed, transmission risk increases, and long-term health and social costs rise.

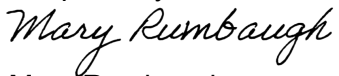
CAP implements a comprehensive prevention approach that includes HIV testing and outreach, co-testing for syphilis, gonorrhea, chlamydia, and hepatitis C, rapid referrals and warm handoffs to medical care, health education, linkage to HIV treatment, condom distribution, and targeted outreach. Services are provided in high-need locations such as Sunnyside and Beavercreek Health Centers, LoveOne events, The Father's Heart, and community events, reducing access barriers by meeting people where they are. CAP also offers counseling and navigation for pre-exposure prophylaxis (PrEP), which significantly reduces HIV acquisition risk.

Partnering with CAP enables the County to leverage specialized expertise, establish trust with priority populations, and utilize existing outreach infrastructure, thereby avoiding the cost and duplication of creating similar capacity internally. This model consistently achieves higher testing uptake, prevention coverage, and linkage to care than clinic-based testing alone. Without this partnership, CCPH would be limited in early detection capabilities and prevention, and face overall higher preventable healthcare and social service costs.

For Filing Use Only

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve Agreement (12118) and authorize Chair Roberts to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in cursive script that reads "Mary Rumbaugh".

Mary Rumbaugh
Director of Health, Housing, & Human Services

CLACKAMAS COUNTY, OREGON SUBRECIPIENT GRANT AGREEMENT #24-054	
Project Name: <i>HIV Prevention</i> Project Number: 12118	
This Agreement is between Clackamas County , Oregon, acting by and through its Department of Health, Housing and Human Services, Social Services Division (“COUNTY”), and Cascade AIDS Project (“SUBRECIPIENT”), an Oregon Nonprofit Corporation.	
Clackamas County Data	
Grant Accountant: Sherry Olson	Program Manager: Anna Summer
Clackamas County – Finance 2051 Kaen Road, Suite 367 Oregon City, OR 97045 (503) 742-5352 SOlson4@clackamas.us	Clackamas County – Infectious Disease Control & Prevention 2051 Kaen Road, Suite 367 Oregon City, OR 97045 (503) 742-5382 Mobile: 971-291-2503 ASummer@clackamas.us
Subrecipient Data	
Finance/Fiscal Representative: <i>Kevin Bumatay, CEO</i>	Program Representative: <i>Edgar Mendez, Prevention Dir</i>
Cascade AIDS Project (CAP) 520 NW Davis St., Suite 215 Portland, OR 97209 Phone: (503) 223-5907 Email: kbumatay@capnw.org	Cascade AIDS Project (CAP) 520 NW Davis St., Suite 215 Portland, OR 97209 Phone: (203) 278-3870 Email: emendez@capnw.org
UEI: DJUNARMF8FV5	

RECITALS

1. COUNTY has an Intergovernmental Agreement (“IGA,” #185803) for the Financing of Public Health Services through its Public Health Division, the entity designated, pursuant to ORS 431.110, 431.115 and 431.413 as the Local Public Health Authority for Clackamas County (“LPHA”) and the State of Oregon acting by and through its Oregon Health Authority (“OHA”) for the biennium period 2025-b2027. SUBRECIPIENT desires to partner with COUNTY to fulfill the objectives of such IGA, which includes Program Element 81-01 for HIV Prevention Services. Funds provided under this Agreement for such Program Element may only be used in accordance with and subject to the requirements and limitations for the following services and appropriate costs associated with the delivery of such services (Services):
 - a. Confidential HIV counseling, rapid testing, and referral services;
 - b. Other HIV prevention services with evidence of effectiveness to identify high-risk populations in COUNTY’s service area; and
 - c. Structural activities that facilitate the delivery of HIV prevention services to high-risk populations in COUNTY’s service area.
2. Priority populations for service focus in Oregon are identified in the current 2022-2026 Integrated Plan and Statewide Coordinated Statement of Need:
https://www.oregon.gov/oha/PH/DISEASESCONDITIONS/HIVSTDVIRALHEPATITIS/IPG/Documents/Oregon_Strategy_2022-2026.pdf Funds awarded

CASCADE AIDS PROJECT (CAP) – #12118

Subrecipient Agreement #24-054

Page 2 of 37

Under this Agreement, funds may only be expended on services included in the COUNTY's HIV Prevention Program Model Plan, which has been approved by the Department of Human Services (DHS) HIV Prevention Program, with an emphasis focused on services for the high-risk populations identified above.

3. SUBRECIPIENT will use funds provided under this Subrecipient Grant Agreement ("Agreement") to expand HIV client-centered counseling, testing and referral services ("CTRS") and continue to provide outreach to CTRS to sexual and social networks of men who have sex with men ("MSM") and other priority populations who reside in Clackamas County.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on June 30, 2026, unless terminated sooner or extended in accordance with the terms of this Agreement. Eligible expenses for this Agreement may be charged during the period beginning **July 1, 2025**, regardless of when signed, and expiring **June 30, 2026**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended under the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Exhibit A, Subrecipient Statement of Program Objectives & Performance Reporting, attached hereto and incorporated by reference herein. SUBRECIPIENT agrees to carry out the Program by the terms and conditions of this Agreement and according to SUBRECIPIENT's scope of work in Exhibit A.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements outlined in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall perform all activities and programs according to the requirements of the **Centers for Disease Control and the Oregon Health Authority HIV Surveillance And Prevention Program** that are the source of the grant funding and other required information in the Exhibits, which are attached to and made a part of this agreement by this reference. SUBRECIPIENT shall further comply with any 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 necessary written instruments, to perform under this Agreement, including, but not limited to, executing all additional documentation required to comply with applicable State and Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is Federal Pass-through funds (**Assistance Listing Number "ALN" #: 93.940; Federal Award Identification Number: NU62PS924848**) issued to COUNTY by the State of Oregon, Oregon Health Authority (OHA). The maximum, not to exceed, grant amount COUNTY will pay is **\$65,000**. This is a cost reimbursement grant. The award is conditional upon compliance with the terms herein, and disbursements will be made according to the schedule and requirements outlined in Exhibit D: Reimbursement Request. Failure to comply with the terms of this Agreement may result in withholding of payment. Funds advanced and unspent must be returned to COUNTY within 30 days of the end of termination period in Section 1 if award conditions are not met.
 - 4.1 State of Oregon receives funds through the HIV Prevention Activities – Health Department Based program of the U.S. Department of Health and Human Services, revenue agreement number #185803, revenue award date July 1, 2025, for program HIV Prevention Activities, Health Department Based, are passing to subrecipient the amount of \$65,000.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by a 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 of the eligible services period, as identified in Section 1 above, or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before the SUBRECIPIENT performs work subject to

CASCADE AIDS PROJECT (CAP) – #12118

Subrecipient Agreement #24-054

Page 3 of 37

the amendment.

6. **Termination.** This Agreement may be suspended or terminated before the expiration of its term as follows:

- a. At COUNTY's discretion, upon thirty (30) days' written notice to SUBRECIPIENT;
- b. Upon SUBRECIPIENT's default under this Agreement, following thirty (30) days' written notice with an opportunity to cure;
- c. Upon mutual agreement by COUNTY and SUBRECIPIENT;
- d. Immediately upon written notice provided by the COUNTY that [insert acronyms for funding agency/ies] has determined funds are no longer available for this purpose; or
- e. Immediately upon written notice provided by the COUNTY that it lacks sufficient funds, as determined by the COUNTY in its sole discretion, to continue to perform under this Agreement; or
- f. As otherwise provided under 2 CFR 200.340

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

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

- a. Has already accrued hereunder;
- b. Comes into effect due to the expiration or termination of the Agreement; or
- c. Otherwise, survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended by 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 it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

9. **Future Support.** COUNTY does not commit future support and assumes no obligation for future support for the activity contracted herein except as outlined in Section 8.

10. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid, and regardless of dollar value, shall be conducted in a manner that provides maximum open and free competition. All sole-source procurements must receive prior written approval from the COUNTY in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and the specific services being contracted for, an explanation of why noncompetitive contracting is necessary, 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. Suppose SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. In that case, the SUBRECIPIENT must also maintain written standards of

CASCADE AIDS PROJECT (CAP) – #12118

Subrecipient Agreement #24-054

Page 4 of 37

conduct that cover 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 shall, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water-efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.
- a) **Contracting with Small and Minority Businesses, Women's Business Enterprises, Veteran-owned businesses, and Labor Surplus Area Firms.** SUBRECIPIENT shall take all necessary affirmative steps to ensure that small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible, when contracting for services or soliciting potential resources, as per 2 CFR 200.321.

11. General Agreement Provisions.

- a) **Non-appropriation Clause.** Suppose payment for activities and programs under this Agreement extends into COUNTY's next fiscal year. In that case, 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 defend COUNTY, and its elected officials, officers, employees, and agents, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents, or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT's acts or omissions in performing under this Agreement including, but not limited to, any claim by State or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its agents and employees, and COUNTY assumes no liability or responsibility concerning SUBRECIPIENT's actions, employees, agents, or otherwise pertaining to those under its control.

SUBRECIPIENT shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of SUBRECIPIENT or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of Indemnitee, be indemnified by the SUBRECIPIENT from and against all Claims.

- c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independently from the control and direction of COUNTY except as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be adequate 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

CASCADE AIDS PROJECT (CAP) – #12118

Subrecipient Agreement #24-054

Page 5 of 37

confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f) **Governing Law.** This Agreement, and all rights, obligations, and disputes arising out of it, shall be governed and construed by the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between COUNTY and SUBRECIPIENT that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or the jurisdiction of any court. SUBRECIPIENT, by execution of this Agreement, hereby consents to the personal jurisdiction of the courts referenced in this section.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect, and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute the same Agreement. Facsimile copies or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third-party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties to this Agreement.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors, and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- l) **No Attorney Fees.** In the event any arbitration, action, or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- m) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act and is contingent upon the appropriation of funds. Any provisions herein that conflict with the above-referenced laws are deemed inoperative to that extent.
- n) **Survival.** All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and responsibilities outlined in Article II, Sections 3, 7, 11 (a), (b), (c), (f), (g), (i), (j), (k), (l), and (m), and all other rights and obligations which by their context are intended to survive.

12. **Exhibits and Attachments.**

This document is comprised of the following exhibits and attachments:

- Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Payment Request
- Exhibit E: General Administrative and Federal Terms and Conditions

CASCADE AIDS PROJECT (CAP) – #12118

Subrecipient Agreement #24-054

Page **6** of **37**

- Exhibit F: Insurance Requirements
- Exhibit G: OHA Federal Program Requirements for PE81-01
- Exhibit H: Final Financial Report
- Exhibit I: 2 CFR 200.332(a) Required Information

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

[signatures on following page]

CASCADE AIDS PROJECT (CAP) – #12118
Subrecipient Agreement #24-054
Page 7 of 37

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

Cascade AIDS Project

By: _____

By: Kevin Bumatay

Its: _____

Its: Interim Co-CEO

Dated: _____

Dated: 10-07-2025 | 12:17 PM PDT

Approved for Legal Sufficiency

By: _____
County Counsel

Dated: _____

**EXHIBIT A
 WORKPLAN/SCOPE OF WORK**

Activity A: Integrated Testing			
A1: HIV Testing			
Objective 1: Increased HIV testing of cases diagnosed with an STI (early syphilis, rectal GC)			
Baseline: July 1-December 2024, 90% early syphilis, 83.3% rectal GC	Current Year Target: 95% early syph, 90% rectal GC		Final Target:
Key Activities: Describe key actions/activities that will lead to achieving this objective (the how)	Lead(s) & Key Partners	Timeline	Comments:
a: Document that HIV testing was completed on STI cases.	CCPH DIS	Year Round	
b: Refer STI cases for HIV testing who lack a documented test.	CCPH DIS	Year Round	
c: Complete quarterly data pulls for quality assurance	CCPH Epi	Quarterly	
Objective 2: Expand CCPH Testing/Treatment + Outreach System			
Baseline: July 1-December 2024, in-person services established at 2x sites	Current Year Target: In-Person services established at 4x sites		Final Target:
Key Activities: Describe key actions/activities that will lead to achieving this objective (the how)	Lead(s) & Key Partners	Timeline	Comments:
a: Support CAP outreach testing/treatment in mobile van at 4 unique sites	CCPH DIS, Program Planner (PP)	Year Round	
b: Continue to support Clackamas specific testing partners utilizing ChemBio including technical assistance, supply support, public health workflows, etc.	CCPH PP, CS	Year Round	
c: Conduct quarterly case reviews to inform outreach testing strategy	CCPH DIS, PP, Clinical Supervisor (CS), Epi	Quarterly	
Objective 3: Increase HIV/STI screening access across Clackamas County			
Baseline: July 1-December 2024, ~100 individuals tested across all CAP testing sites	Current Year Target: 175 individuals tested across all CAP testing sites		Final Target:
Key Activities: Describe key actions/activities that will lead to achieving this objective (the how)	Lead(s) & Key Partners	Timeline	Comments:
a: Offer HIV testing at no less than 7 unique sites	CAP Prevention Coordinator (PC)	Year Round	
b: Offer LGBTQ+ affirming full panel testing at least two ongoing sites and	CAP PC	Year Round	Offering full-panel testing greatly increases the number of people accessing HIV testing through CAP. These two testing locations include Sunnyside & Beavercreek Health Centers, where CAP prioritizes and sees the majority of our MSM clients.
c: Offer POC syphilis testing at 3 ongoing outreach sites, focusing on populations with the highest burden of syphilis.	CAP PC	Year Round	Offering syphilis testing will help incentivize HIV testing and works toward CCPH goal of expanding syphilis screening.

CASCADE AIDS PROJECT (CAP) – #12118
 Subrecipient Agreement #24-054
 Page 9 of 37

A2: STI Testing			
Objective 1: Increased STI testing of cases diagnosed with HIV			
Baseline: July 1-December 2024, 100% of HIV cases tested or referred for STI testing	Current Year Target: 100% of HIV cases tested or referred for STI testing		Final Target:
Key Activities: Describe key actions/activities that will lead to achieving this objective (the how)	Lead(s) & Key Partners	Timeline	Comments:
a: Document that STI testing was completed on HIV cases.	CCPH DIS	Year Round	
b: Refer HIV cases for STI testing who lack a documented test.	CCPH DIS	Year Round	
c: Complete quarterly data pulls for quality assurance	CCPH Epi	Quarterly	
d: Within 90 days of confirmed HIV diagnosis through CAP, patient will receive a referral and/or a direct appointment scheduled for full panel STI testing if they have not already received one at the time of diagnoses.	CAP PC	Year Round	
Objective 2: Increased other STI testing of cases diagnosed with early syphilis or rectal GC			
Baseline: July 1-December 2024, 75% of Early Syphilis and Rectal GC cases tested or referred for STI testing	Current Year Target: 80% early syphilis and rectal GC cases tested or referred for STI testing		Final Target:
Key Activities: Describe key actions/activities that will lead to achieving this objective (the how)	Lead(s) & Key Partners	Timeline	Comments:
a: Document that STI testing was completed on early Syphilis and/or rectal GC	CCPH DIS	Year Round	
b: Refer early syphilis an/or rectal GC cases for STI testing who lack documented tests	CCPH DIS	Year Round	
c: Complete quarterly data pulls for quality assurance	CCPH Epi	Quarterly	
d: Within 90 days of confirmed syphilis or rectal GC diagnosis through CAP, patient will receive a referral and/or a direct appointment scheduled for full panel STI testing if they have not already received one at the time of diagnoses.	CAP PC		

CASCADE AIDS PROJECT (CAP) – #12118
Subrecipient Agreement #24-054
Page 10 of 37

Activity B: Case Investigation and Partner Services			
B1: HIV Linkage to Care			
Objective 1: Increase the percentage of HIV cases linked to care within 30 days, as measured by a reported viral load or CD4 count.			
Baseline: July 1-December 2024, 80% linkage to care	Current Year Target: 90% linked to care within 30 days, 100% interviewed		Final Target:
Key Activities: Describe key actions/activities that will lead to achieving this objective (the how)	Lead(s) & Key Partners	Timeline	Comments:
a: All new HIV cases will have a contact attempt completed within one business day of case assignment.	CCPH DIS	Year round	
b: All newly diagnosed HIV cases are interviewed and offered HSSS referral services	CCPH DIS	Year round	
c: After two calls and a text, home visit will be initiated.	CCPH DIS	Year Round	
Objective 2: Increase the percentage of HIV cases linked to care within 60 days, as measured by a reported viral load or CD4 count.			
Baseline: July 1-December 2024, 100% linkage to care	Current Year Target: 100% linked to care within 60 days		Final Target:
Key Activities: Describe key actions/activities that will lead to achieving this objective (the how)	Lead(s) & Key Partners	Timeline	Comments:
a: Engage with CareLink, Partnership Project, and/or community paramedic to connect with not in care clients	CCPH DIS	Year round	
b. Utilize EDIE alert in Epic to monitor and engage not in care clients	CCPH DIS		
B2: HIV Partner Services			
Objective 1: Increase the percentage of those receiving Partner Services Interview			
Baseline: July 1-December 2024, 100% of cases participated in a Partner Services Interview.	Current Year Target: 100% receive partner services interview		Final Target:
Key Activities: Describe key actions/activities that will lead to achieving this objective (the how)	Lead(s) & Key Partners	Timeline	Comments:
a: Offer in-person interviews to increase likelihood of connecting to partners	CCPH DIS	Year round	
b: After two calls and a text, home visit will be initiated	CCPH DIS	Year round	
c: Use motivational interviewing skills to complete partner services interview	CCPH DIS	Year round	

B3: Gonorrhea Treatment			
Objective 1: Increase the percentage of GC cases treated with CDC-recommended first-line regimen within 14 days of specimen collection date			
Baseline: July 1-December 2024, 85% of all GC cases were treated with CDC-recommended first-line regimen within 14 days.	Current Year Target: Maintain 85% GC cases treated within 14 days		Final Target:
Key Activities: Describe key actions/activities that will lead to achieving this objective (the how)	Lead(s) & Key Partners	Timeline	Comments:
a: Document that treatment was completed on GC cases.	CCPH DIS	Year round	
b: Refer GC cases for treatment who lack a documentation of adequate treatment.	CCPH DIS	Year round	
B4: Pregnancy Status			
Objective 1: Increase the percentage of pregnancy-capable syphilis cases under age 45 with pregnancy status documented			
Baseline: July 1-December 2024, 83% cases under 45 included documented pregnancy status	Current Year Target: 90% cases under 45 pregnancy status documented		Final Target:
Key Activities: Describe key actions/activities that will lead to achieving this objective (the how)	Lead(s) & Key Partners	Timeline	Comments:
a: Document pregnancy status on all pregnancy-capable Syphilis cases under age 45	CCPH DIS		
b: Refer high risk pregnancy-capable Syphilis cases under age 45 for pregnancy testing	CCPH DIS		
B5: Early Syphilis Treatment			
Objective 1: Increase the percentage of early syphilis cases treated with CDC-recommended first-line regimen within 14 days of specimen collection date			
Baseline: July 1-December 2024, 70% of all early syphilis cases were treated with CDC-recommended first-line regimen within 14 days.	Current Year Target: Maintain 70% of early syphilis cases treated within 14 days of specimen collection		Final Target:
Key Activities: Describe key actions/activities that will lead to achieving this objective (the how)	Lead(s) & Key Partners	Timeline	Comments:
a: Document adequate treatment on all early Syphilis cases.	CCPH DIS	Year Round	
b: Cases with inadequate treatment will be contacted within two business days of case assignment. Contact and educate provider regarding inadequate treatment.	CCPH DIS	Year Round	
c: CAP PC will work with CCPH Nurse DIS to treat POC Syph+ cases in outreach settings to offer treatment	CAP PC, CCPH Nurse DIS	Year Round	

B6: Treatment of Contact(s)			
Objective 1: Increase the percentage of early syphilis cases with at least 1 contact treated within 30 days of specimen collection date for the index patient			
Baseline: July 1-December 2024, 45% of early syphilis cases had at least 1 contact treated within 30 days of specimen collection.	Current Year Target: Maintain 45% of early syphilis cases with at least 1 contact treated within 30 days of specimen collection		Final Target:
Key Activities: Describe key actions/activities that will lead to achieving this objective (the how)	Lead(s) & Key Partners	Timeline	Comments:
a: All new early Syphilis cases will have a contact attempt completed within one business day of case assignment.	CCPH DIS	Year Round	
b: After two calls and a text, home visit will be initiated.	CCPH DIS	Year Round	
c: Use motivational interviewing skills to complete partner services interview.	CCPH DIS	Year Round	

CASCADE AIDS PROJECT (CAP) – #12118
Subrecipient Agreement #24-054
Page 13 of 37

Activity C: PrEP/nPEP			
C1: PrEP/nPEP			
Objective 1: Increase the percentage of syphilis cases receiving PrEP referral (Includes cases not reached/interviewed, excludes HIV cases)			
Baseline: July 1- December 2024, 70% of early syphilis cases received PrEP referral or were on PrEP	Current Year Target: Maintain 70% of syphilis cases receive PrEP referral		Final Target:
Key Activities: Describe key actions/activities that will lead to achieving this objective (the how)	Lead(s) & Key Partners	Timeline	Comments:
a: All syphilis cases interviewed will include a question on PrEP status.	CCPH DIS	Year Round	
b: f not on PrEP, education and referral will be offered.	CCPH DIS	Year Round	
c. PreP referral is made to all positive syphilis cases identified via POC	CAP PC	Year Round	
Objective 2: Increase the percentage of rectal GC cases receiving a PrEP referral			
Baseline: July 1- December 2024, 62% of rectal GC cases received PrEP referral or were on PrEP	Current Year Target: Maintain 62% of rectal GC cases receive PrEP referral		Final Target:
Key Activities: Describe key actions/activities that will lead to achieving this objective (the how)	Lead(s) & Key Partners	Timeline	Comments:
a: All Rectal GC cases interviewed will include a question on PrEP status.	CCPH DIS	Year Round	
b: If not on PrEP, education and referral will be offered.	CCPH DIS	Year Round	
Objective 3: Increase the number of individuals who receive a referral to PrEP Navigation as a part of HIV testing			
Baseline: July 1-December 2024, 90% of HIV testing clients screened/referred for PrEP	Current Year Target: maintain 90% of HIV testing clients screened/referred for PrEP		Final Target:
Key Activities: Describe key actions/activities that will lead to achieving this objective (the how)	Lead(s) & Key Partners	Timeline	Comments:
a: CAP's Prevention Coordinator discusses PrEP/PEP in testing visits, performs an individualized risk assessment to determine PrEP/PEP need, & provides information about CAP's PrEP/PEP Navigation Services	CAP PC, Manager of Prevention Services (MPS)	Year Round	Note: The Manager of Prevention Services will conduct a data analysis biannually of PrEP and PEP referrals in Clackamas County, including A) # of testing visits that include PrEP education and screening, B) # of Clackamas County residents served through CAP's PrEP Navigation Services, and C) of Clackamas County residents served at CAP's testing locations outside of Clackamas County.
b: MSM and other high-risk communities receive doxyPEP counseling and referrals	CAP PC	Year Round	

CASCADE AIDS PROJECT (CAP) – #12118
 Subrecipient Agreement #24-054
 Page 14 of 37

Activity D: Targeted Outreach			
D1: Priority Populations			
Objective 1: Within the year, 80% people tested for HIV/STIs by our program will be from the following communities: MSM, PWID, sex workers, communities of color, high risk heterosexuals, & housing insecure			
Baseline: FY25 Mid year: 75% of clients tested for HIV/STIs from priority populations	Current Year Target: 80% of clients tested for HIV/STIs from priority populations		Final Target:
Key Activities: Describe key actions/activities that will lead to achieving this objective (the how)	Lead(s) & Key Partners	Timeline	Comments:
a: CAP will offer testing & outreach at locations and events that are focused on reaching priority/high risk populations	CAP PC, MPS	Year Round	Note: e.g. Bridging Cultures events where testing is not being offered but are promoting testing to priority populations, often directing them to CAP clinical sites
D2: Testing Events/Schedule			
Objective 1: Within the year, our program will hold 14 outreach testing events with people who identify as MSM, PWID, sex workers, communities of color, high risk heterosexuals, & housing insecure			
Baseline: FY25 Mid Year, 10 events	Current Year Target: 14 outreach testing events geared toward reaching high risk populations		Final Target:
Key Activities: Describe key actions/activities that will lead to achieving this objective (the how)	Lead(s) & Key Partners	Timeline	Comments:
a: CCPH/CAP will partner with at least 2 culturally specific organizations or events to conduct testing/abling, provide safer sex materials, and prevention education	CAP PC, MPS CCPH DIS, PP	Year Round	Key events/locations: Bridging Cultures, Milwaukie Juneteenth
b: CCPH/CAP will attend at least 2 outreach events that target MSM to conduct testing/abling, provide safer sex materials, & prevention education	CAP PC, MPS CCPH DIS, PP	Year Round	Key events/locations: Canby Pride, Gay Men's Campout
c: CCPH/CAP will conduct testing/abling, provide safer sex materials, & prevention education at least 10 events that target PWID, sex workers, housing insecure individuals and high risk heterosexuals	CAP PC, MPS CCPH DIS, PP	Year Round	Key events/locations: The Father's Heart, LoveOne, Clackamas Service Center

CASCADE AIDS PROJECT (CAP) – #12118
 Subrecipient Agreement #24-054
 Page 15 of 37

Activity F: Targeted Community Outreach and/or Capacity Building			
F1: Priority Populations			
Objective 1: Within the year, our program will conduct targeted community outreach to organizations who serve our priority populations; MSM, PWID, sex workers, communities of color, high risk heterosexuals			
Baseline: Qualitative Report, n/a	Current Year Target: Qualitative Report, n/a		Final Target:
Key Activities: Describe key actions/activities that will lead to achieving this objective (the how)	Lead(s) & Key Partners	Timeline	Comments:
a: CCPH/CAP will lead the coordination of the Clackamas County Sexual and Reproductive Health Coalition	CAP PC, CCPH PP	Year Round, 2x in-person SRH coalition meetings	
b: CCPH/CAP will partner with Familias en Accion to identify the needs of the Latine community and to identify opportunities for testing	CAP PC, CCPH PP	Year Round	
c: CAP staff will utilize/leverage relationships with community partners to inform outreach strategy to target priority populations, including opportunities for education, reducing stigma, and relationship building.	CAP PC	Year Round	
d: CAP staff will help build capacity of staff at community partner organizations that serve priority populations, to refer clients of color to CAP's services (such as Familias en Accion, AntFarm, or LoveOne's Latino outreach team)	CAP PC	Year Round	
d: CCPH Nurse DIS will participate in 2026 ECHO program and provide 4 STI focused educational trainings to CBOs/clinical organizations	CCPH Nurse DIS	Year Round	
F2: Social Media/Advertising			
Objective 1: Target social media and marketing efforts to increase testing and education among highest risk Clackamas County residents.			
Baseline: n/a	Current Year Target: One posting/week across social media platforms		Final Target:
Key Activities: Describe key actions/activities that will lead to achieving this objective (the how)	Lead(s) & Key Partners	Timeline	Comments:
a: Utilize geo-social app outreach (growlr, grindr, sniffies etc.) to reach MSM for localized testing opportunities.	CAP PC, MPS	Year Round	
b: Post weekly to Instagram highlighting CAPs services as well as general HIV prevention education	CAP PC, MPS	Year Round, weekly	
c: Pilot incentivized testing campaign(s) through social media to recruit new individuals for testing	CAP PC, MPS	10/01/2025-06/30/2026	
d: Track and report how individuals heard of CAP when receiving an HIV test in Clackamas County and will use this data to inform future social media and marketing targets.	CAP PC, MPS	Year Round	
d: Utilize community partnerships to distribute social media/advertising around HIV/STIs (with emphasis on syphilis)	CAP PC, CCPH PP	Year Round	

Activity G: Condom Distribution			
Objective 1: Within the year, our program will distribute 20,000 of condoms and lubricant to people who are priority populations (MSM, PWID, sex workers, communities of color, high risk heterosexuals, & housing			
Baseline: July 1- December 2024, 9,524 condoms/lubricant distributed	Current Year Target: 20,000 condoms/lubricants distributed		Final Target:
Key Activities: Describe key actions/activities that will lead to achieving this objective (the how)	Lead(s) & Key Partners	Timeline	Comments:
a: Promote, fill and distribute distribute condom orders from CCPH condom request website to organizations serving priority populations (CBOs only)	CCPH PP, CAP PC	Year Round	
b: Offer free safer sex supplies to community members at all outreach and testing events	CCPH PP/DIS, CAP PC	Year Round	
c: Promote programs and places to access free safer sex supplies throughout the county	CCPH PP/DIS, CAP PC	Year Round	
d:			

CASCADE AIDS PROJECT (CAP) – #12118
Subrecipient Agreement #24-054
Page 17 of 37

HIV/STI Statewide Services - FY26 Subcontractor Line Item Budget						Exhibit B		Contract Amount: \$65,000	
Complete all yellow shaded areas and cell values colored blue.									
Funds to be spent by 06/30/2026									
For assistance, contact: Olga Zeifman 971-260-7125; Olga.Zeifman@oha.oregon.gov and Barbara Keepes 503-310-0097, Barbara.J.Keepes@oha.oregon.gov									
County: Clackamas									
Subcontractor: Cascade AIDS Project (CAPNW)									
Completed by: (include email and phone): Edgar Mendez, CAPNW, 503 729 8391, emendez@capnw.org									
Date Completed: 3/10/2025									
IMPORTANT: 1. This form must be completed by staff responsible for program budgets and fiscal monitoring. 2. If your agency is subcontracting for services, a separate line-item budget is required for each subcontractor.									
Budget Categories		Description						(A) Services / Costs Sub-Total	
A) Personnel									
			Name & Title	Annual Salary & Fringe (Direct Services)	FTE based on 2080 hr work year	Rate/hr	Hrs/mo	# of mo. budgeted	Total
		Example	Jane Doe, R.N.	\$38,750.00	0.50	#DIV/0!	0.00	12	#DIV/0!
		1	B. Clark - Manager of Prevention Services	\$74,160.00	0.05	\$35.65	8.67	12	\$3,708
		2	T. Casey - Manager of Clinical Health Services	\$76,160.00	0.05	\$36.62	8.67	12	\$3,808
		3	R. Ingwersen - Prevention Services Coordinator	\$61,281.90	0.05	\$29.46	8.67	12	\$3,064
		4	A. Saeger - Prevention Navigator	\$61,281.89	0.50	\$29.46	86.67	12	\$30,641

CASCADE AIDS PROJECT (CAP) – #12118
Subrecipient Agreement #24-054
Page 18 of 37

		Total	\$272,883.79	0.65	\$131.19	112.67		\$41,221
B) Fringe Benefits		Personnel Costs	Fringe Benefit Rate% %					Total:
		\$41,221.04	27%					\$11,130
C) Travel		Include calculations for lodging, per diem, mileage, location of travel, number of people traveling, and purpose of travel. The mileage rate may not exceed \$0.70 per mile. Do not budget mileage for county-owned cars.						
	Item	Detail						
	1							\$0
	2							\$0
	3							\$0
		Total						\$0
D) Equipment		Equipment is defined as costing \$ 5,000 or more and having a useful life of at least one year. Equipment purchases must be pre-approved.						
	Item	Detail						
	1							\$0
	3							\$0
	Total						\$0	
E) Supplies		List supply details including office & medical supplies. If using an allocation method, detail how costs are allocated (e.g., FTE, square footage, etc.) for supplies. List the item, quantity, and price. Preprinted, purchased materials are considered a supply item; the direct printing costs of these materials are to be listed in Section G, Other. The purchase of furniture is not allowed in this award.						
	Item	List item and cost						

	1		\$0
	2		\$0
	3		\$0
	4		\$0
	5		\$0
	Total		\$0
F) Consultants		List all consultant costs and the area in which consultative services are to be provided	
		Summarize the cost for each consultant.	
	1		\$0
	2		\$0
	Total		\$0

CASCADE AIDS PROJECT (CAP) – #12118
Subrecipient Agreement #24-054
Page 20 of 37

G) Other		List costs for staff training or trainings that the LPHA will be providing, marketing/advertising costs for all replication and distribution of materials, telephone, and other direct costs not already indicated. Printing costs, postage, and office equipment rental. Note: food and beverages are only allowable when used as an incentive or as an integral part of an intervention. Incentives must be detailed, including individual costs, the purpose of the incentive, and how the incentive is to be used and tracked. For negotiable incentives, such as gift cards, a copy of the cash handling procedures must be submitted with any request for incentive use. Allocated costs must include the allocation method.	
	Item	Detail	
	1		\$0
	2		\$0
	3		\$0
	4		\$0
	7		\$0
			\$0
	H) Contractual		List all subcontracts and submit a separate line-item budget for each contractor.
Item		Subcontracted Agency	
1			
2			
3			
Total			
I) Total Direct Costs	Sum of A - H		
	Total		\$52,351
J) Other - Excluded per MTDC	Item	Davis Office Rent - Office space and utilities for direct services staff based on .65 FTE	\$4,797
	Total		\$4,797

CASCADE AIDS PROJECT (CAP) – #12118
Subrecipient Agreement #24-054
Page 21 of 37

K) Indirect Costs	Item	Indirect costs are those expenses incurred for common or joint purposes that cannot be attributed exclusively and directly to the HIV Prevention program.	\$7,853
	Total		\$7,853
Total Expenses - must match contract amount - sum of I & J			\$65,000

CASCADE AIDS PROJECT (CAP) – #12118
 Subrecipient Agreement #24-054
 Page 22 of 37

Exhibit C 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.

Suppose 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. In that case, 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.

Cascade AIDS Project	24-054, HIV Prevention
Organization Name	, Award Number, or Project Name

Kevin Bumatay, Interim Co-CEO
Name and Title of Authorized Representative

	10-07-2025 12:17 PM PDT
Signature	Date

CASCADE AIDS PROJECT (CAP) – #12118
 Subrecipient Agreement #24-054
 Page 23 of 37

EXHIBIT D: SUBRECIPIENT REQUEST FOR REIMBURSEMENT CLACKAMAS COUNTY PUBLIC HEALTH DIVISION					
SUBRECIPIENT:			CLAIM PERIOD: Jul-25	Note: This form is derived from the approved budget outlined in your grant agreement. All expenditures must be accompanied by adequate supporting documentation.	
Program Name:					
Program Contact:					
Agreement Term:					
Agreement Number: XX-XXX					
	Approved Grant Amount	Monthly Grant Expenditure	Total Monthly Expenditure	YTD Grant Expenditure	Balance
Category					
Personnel (List salary, FTE, & Fringe costs for each position)					
[Funded Position Name - Salary]	\$ -	\$ -	\$ -	\$ -	\$ -
[Funded Position Name - Fringe]	\$ -	\$ -	\$ -	\$ -	\$ -
Total Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies					
Phone, computer, etc.	\$ -	\$ -	\$ -	\$ -	\$ -
Travel					
Mileage (\$.xxx/mile x 200 miles)	\$ -	\$ -	\$ -	\$ -	\$ -
Additional (please specify)					
Client assistance (e.g., bus tickets)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Programmatic Costs	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Rate (X%)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Grant Costs	\$ -	\$ -	\$ -	\$ -	\$ -

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 the 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 objectives outlined in the terms and conditions of the Federal award. I am aware that providing any false, fictitious, or fraudulent information, or omitting any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, or false claims. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Prepared by: _____
 Authorized SUBRECIPIENT
 Official: _____
 Date: _____

Department Review.

Project Officer
 Name:

Department:

Signature: _____

Department: forward to the Grant Accountant for review and processing

Grant Accountant
 Initial/Date:

CASCADE AIDS PROJECT (CAP) – #12118

Subrecipient Agreement #24-054

Page 24 of 37

EXHIBIT E

General Administrative and Federal Terms & Conditions

1. Federal Funds

- a) This Agreement is funded in whole or in part by federal funds. By signing this Agreement, SUBRECIPIENT certifies that neither it nor its employees, contractors, subcontractors, or subrecipients who will perform the Program activities described herein are currently employed by an agency or department of the federal government.
- b) COUNTY has determined:
 - ☒ The entity is a subrecipient ☐ The entity is a contractor. ☐ Not applicable
- c) Assistance Listing Number of federal funds paid through this Agreement: **93.940**
 - a. Funds may only be used for those HSSS services detailed in the SUBRECIPIENT's approved budget. Funds shall not be used to provide direct cash payment or reimbursement to any person receiving services under this Program Element (81-01). No carryover of unspent funds will be allowed under this Program Element.

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

- a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.
- b) **Mandatory disclosures.** SUBRECIPIENT shall comply with 2 CFR 200.113 and must promptly disclose whenever, in connection with the Federal award, it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and the COUNTY. SUBRECIPIENT is also required to report matters related to recipient integrity and performance by Appendix XII of this part. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)
- c) **Whistleblower Protections.** An employee of SUBRECIPIENT must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The SUBRECIPIENT must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.
- d) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.

CASCADE AIDS PROJECT (CAP) – #12118

Subrecipient Agreement #24-054

Page 25 of 37

- e) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT's key administrative or programmatic personnel and the reason for the change. Key personnel include, but are not limited to, the Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent position within the organization.
- f) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied to all costs incurred, whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
- g) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- h) **Match.** Matching funds are not required for this Agreement.
- i) **Budget.** SUBRECIPIENT USE OF FUNDS may not exceed the amounts specified in Exhibit B, Subrecipient Program Budget. At no time may budget modification change the scope of the original grant application or Agreement. SUBRECIPIENT must request prior written approval from COUNTY for any program and budget-related reasons listed in 2 CFR 200.308(f).
- j) **Indirect Cost Recovery.** SUBRECIPIENT chooses the federal de minimis rate of 15% of modified total direct costs ("MTDC") for indirect cost recovery on this award.
- k) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D, Reimbursement Request.
- l) **Performance Reporting.** SUBRECIPIENT shall comply with reporting requirements as specified in Exhibit A.
 - a. **Reporting Obligations.** SUBRECIPIENT shall collect, maintain, and submit all program data and reports required by the County, the Oregon Health Authority ("OHA"), and applicable federal funding sources, including without limitation those requirements set forth in COUNTY's IGA with OHA for the 2025–2027 biennium, and as further specified in Exhibit A. The Subrecipient shall cooperate fully with COUNTY and OHA to ensure timely, complete, and accurate submission of all required data and reports in the manner, format, and frequency prescribed by COUNTY and/or OHA.
 - b. **Access to Reporting Systems.** The Subrecipient shall obtain and maintain any necessary user accounts, credentials, and technical capabilities to access state or federal reporting systems designated by COUNTY or OHA for program-related data entry, including but not limited to:
 - i. Orpheus, Oregon's integrated electronic disease surveillance system, including the HSSS window; and
 - ii. The CDC-approved HIV testing database or other designated systems.
 - c. **Standards and Guidance.** The Subrecipient shall comply with all applicable data entry standards and guidance provided by the County or OHA, including the HSSS Standards Guidance. The Subrecipient shall maintain a written policy to ensure confidentiality of all client information, breach response procedures, investigative steps, and consequences for non-compliance. Such policy shall include a requirement to notify the County and OHA of any breach within fourteen (14) business days from the reported date of the event.
 - d. **Training Requirements.** Subrecipient staff engaged in HSSS activities shall complete annual confidentiality and security training, as designated by COUNTY and any associated trainings offered by OHA.
 - e. **Condition of Payment.** Compliance with the reporting, system access, and security requirements is a material condition of this Agreement and of the County's obligation to disburse funds to SUBRECIPIENT.
- m) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, by Treasury regulations at

CASCADE AIDS PROJECT (CAP) – #12118

Subrecipient Agreement #24-054

Page 26 of 37

31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit a completed Exhibit D, Reimbursement Request, every month.

- n) **Closeout.** COUNTY will close out this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, under 2 CFR 200.344—Closeout. SUBRECIPIENT must satisfy all obligations incurred under this award and must submit all financial, performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this Agreement.
- o) **Unique Entity Identifier and Contractor Status.** SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database using its Unique Entity Identifier (“UEI”), located at <http://www.sam.gov>.
- p) **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 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. SUBRECIPIENT, by execution of this agreement, hereby certifies that it is not debarred, suspended, or otherwise excluded from, or ineligible for participation in, Federal assistance programs or activities.

If at any time during the grant period, the SUBRECIPIENT becomes debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities, it shall provide the COUNTY with notification of its exclusion status within 30 days. Such debarment, suspension, or other exclusion shall constitute a default under this Agreement, and COUNTY may pursue any and all rights and remedies available to it at law, in equity, or under this Agreement.

- q) **Lobbying.** By execution of this Agreement, including Exhibit C, SUBRECIPIENT certifies 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, if SUBRECIPIENT is not a unit of local government, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (3) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- 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 **\$1,000,000** 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 the 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, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT’s fiscal year end or 30 days after issuance of the reports, whichever is sooner.

2 CFR 200 Subpart F only applies to non-Federal entities as defined in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507).

- s) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for monitoring, as required by 2 CFR 200.332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books,

CASCADE AIDS PROJECT (CAP) – #12118

Subrecipient Agreement #24-054

Page 27 of 37

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 conducted onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue under the original terms, b) continue under the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated, terminated, and COUNTY may pursue any rights and remedies available to it at law, in equity, or under this Agreement.

- 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 six (6) years from the end of program date, or such more extended 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.
- u) **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for [Federal program name], that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations and be bound by any limitations applicable to Clackamas County, as COUNTY, under those grant documents.
- v) **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).
- w) **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.
- x) **Drug-Free Workplace.** SUBRECIPIENT shall comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drugfree 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 Subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or Subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent has used a controlled substance, prescription or non-prescription medication that impairs the SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent performance of essential

CASCADE AIDS PROJECT (CAP) – #12118

Subrecipient Agreement #24-054

Page 28 of 37

job function or creates a direct threat to SUBRECIPIENT 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.

- y) **Pro-Children Act.** SUBRECIPIENT shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
- z) **Safeguarding of Client Information.** SUBRECIPIENT shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Subcontractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. Subcontractor shall create and maintain written policies and procedures related to the disclosure of client information and shall make such policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.
- aa) **Information Privacy/Security/Access.** If the services performed under this Agreement requires SUBRECIPIENT to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants COUNTY, its Subcontractors, or both access to such OHA Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require its staff to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
- bb) **Independent Contractor.** SUBRECIPIENT agrees that it is an independent contractor and not an agent of the State of Oregon, and/or the Oregon Health Authority.
- cc) **HIPAA and Privacy Compliance.** SUBRECIPIENT shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Rules"), together with the applicable regulations governing disclosure of substance use disorder information under 42 C.F.R. Part 2.

SUBRECIPIENT shall comply with all other applicable federal, state, and local laws governing privacy, personally identifiable information (PII), or protected health information (PHI), including, but not limited to, the Oregon Consumer Privacy Act, ORS 433.045, and ORS 179.505.

SUBRECIPIENT shall ensure that its employees, contractors, subcontractors, business associates, or subrecipients comply with HIPAA and all other applicable federal, state, and local laws governing privacy, PII, or PHI.

SUBRECIPIENT shall notify the COUNTY as soon as practicable, but no later than 10 calendar days after the discovery, of an unauthorized acquisition, access, use, or disclosure of PII or PHI that is not authorized by this Agreement, that violates HIPAA, or that violates any other federal, state, or local laws.

3. Default

- a) **Subrecipient's Default.** SUBRECIPIENT will be in default under this Agreement upon the occurrence of the following:
 - a. SUBRECIPIENT fails to use the grant funds for eligible purposes described in Exhibit A;
 - b. Any representation, warranty, or statement made by SUBRECIPIENT in this Agreement or any documents or reports relied upon by COUNTY to measure the Program, the expenditure of grant funds, or the performance by SUBRECIPIENT is untrue in any material respect when made;

CASCADE AIDS PROJECT (CAP) – #12118

Subrecipient Agreement #24-054

Page 29 of 37

- c. After thirty (30) days' written notice with an opportunity to cure, SUBRECIPIENT fails to comply with any term or condition outlined in this Agreement;
 - d. A petition, proceeding, or case is filed by or against SUBRECIPIENT under federal or state bankruptcy, insolvency, receivership, or other law.
- b) **County's Default.** COUNTY will be in default under this Agreement if, after thirty (30) days' notice and opportunity to cure, COUNTY fails to fulfil a material obligation under this Agreement, provided, however, that failure to disburse grant funds due to lack of appropriation shall not constitute a default of COUNTY.

4. Remedies

- a) **County Remedies.** In the event of SUBRECIPIENT's default, COUNTY may, at its option, pursue any or all remedies available to it under this Agreement, at law, or in equity including, but not limited to: (1) withholding SUBRECIPIENT grant funds until compliance is met; (2) reclaiming grant funds in the case of omissions or misrepresentations in financial or programmatic reporting; (3) requiring repayment of any funds used by SUBRECIPIENT in violation of this Agreement; (4) termination of this Agreement; (5) declaring SUBRECIPIENT ineligible for receipt of future awards from COUNTY; (6) initiation of an action or proceeding for damages, declaratory, or injunctive relief.
- b) **Subrecipient's Remedies:** In the event COUNTY is in default, and whether or not COUNTY elects to terminate this Agreement, SUBRECIPIENT's sole remedy for COUNTY's default, subject to the limits of applicable law or in this Agreement, is reimbursement for eligible costs incurred by this Agreement, less any claims COUNTY may have against SUBRECIPIENT. In no event will COUNTY be liable to SUBRECIPIENT for expenses related to termination of this Agreement or for any indirect, incidental, consequential, or special damages.

5. Compliance with Applicable Laws

- a) **Federal Award.** This Agreement 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. 200.211 and 2 CFR Part 200, are hereby incorporated by this reference herein.
- b) **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 by Executive Order 11375; as supplemented in U.S. Department of Labor regulations (41 CFR Part 60), (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 1974, 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.
- c) **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 by 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by the U.S. Treasury Department.
- d) **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 more than \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued under 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

CASCADE AIDS PROJECT (CAP) – #12118

Subrecipient Agreement #24-054

Page 30 of 37

seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.

- e) **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 apply to this Agreement.
- f) **Conflict Resolution.** If potential, actual, or perceived conflicts are discovered among federal, state, and local statutes, regulations, administrative rules, executive orders, ordinances, or other laws applicable to the Services under the Agreement, SUBRECIPIENT may, in writing, request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue, but it is not necessary to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to comply with all applicable laws independently, and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- g) **Disclosure of Information.** Any confidential or personally identifiable information (as defined in 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 except to the extent permitted by applicable law. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (including those outlined in 2 CFR 200.303(e)) and to follow all applicable federal, state, and local regulations regarding privacy and obligations of confidentiality.
- h) **Mileage reimbursement.** Suppose mileage reimbursement is authorized in the SUBRECIPIENT budget or by the written approval of the COUNTY. In that case, 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.
- i) **Human Trafficking.** By 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 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. The COUNTY may terminate this Agreement, without penalty, for breach of these provisions. The 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.

- j) **Dispute Resolution.** The parties will attempt in good faith to informally resolve any dispute arising out of this Agreement. This may be done at any management level, including levels higher than those directly responsible for administering the Agreement. In addition, the parties may agree to utilize a jointly selected mediator to resolve the dispute short of litigation. Each party will bear its costs incurred for any mediation or arbitration.
- k) **Compliance with Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.** SUBRECIPIENT agrees that, for all contracts funded wholly or in part with the federal award under this agreement, it shall comply with the applicable provisions outlined in Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. SUBRECIPIENT shall ensure these provisions are incorporated into any contracts or subcontracts entered into under this Agreement.
- l) **Procurement of recovered materials.** Per 2 CFR 200.323, if SUBRECIPIENT is a State agency or agency of a political subdivision of a State, it and its contractors must comply with section 6002 of the

CASCADE AIDS PROJECT (CAP) – #12118

Subrecipient Agreement #24-054

Page **31** of **37**

Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6962.

CASCADE AIDS PROJECT (CAP) – #12118

Subrecipient Agreement #24-054

Page 32 of 37

EXHIBIT F

SUBRECIPIENT INSURANCE REQUIREMENTS

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

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

- 2) **Commercial General Liability.**

☒ Required by COUNTY ☐ NOT Required by COUNTY

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

- 3) **Commercial Automobile Liability.**

☒ Required by COUNTY ☐ NOT Required by COUNTY

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

- 4) **Professional Liability.**

☒ Required by COUNTY ☐ NOT Required by COUNTY

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

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

☒ Required by COUNTY ☐ NOT Required by COUNTY

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

CASCADE AIDS PROJECT (CAP) – #12118

Subrecipient Agreement #24-054

Page 33 of 37

Policy endorsement's definition of an insured shall include SUBRECIPIENT, SUBRECIPIENT's employees, and volunteers. Coverage shall be written on an occurrence basis for not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.

- 6) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include Clackamas County, its agents, elected officials, officers, and employees and the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to SUBRECIPIENT's activities to be performed. Coverage must be primary and noncontributory with any other insurance and self-insurance..
- 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 the policy.
- 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by the COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its elected officials, employees, and officers must be named as additional insureds on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by the COUNTY. A renewal certificate will be sent to COUNTY 10 days before coverage expiration.
- 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss. It 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 its rights of subrogation arising from the work performed under this Agreement.

CASCADE AIDS PROJECT (CAP) – #12118
 Subrecipient Agreement #24-054
 Page 34 of 37

EXHIBIT G

OHA Federal Program Requirements for PE81-01

EXHIBIT G - OREGON HEALTH AUTHORITY REQUIREMENTS FOR PE81-01 AND PE81-02
 OHA - 2025-2027 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

k. **LPHA will receive two awards – PE81-01 and PE81-02 – to support HSSS services.**

- (1) PE81-01 is funded by a CDC HIV Prevention Grant. As much as is feasible, these funds should be used first.
- (2) PE81-02 is funded by income generated from HRSA Ryan White Program.
- (3) HSSS Standards and Budget Guidance provides detail on allowable use of funds and any restrictions.

6. **General Revenue and Expense Reporting:** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. Reports must be submitted to OHA each quarter on the following schedule:

Revenue/Expense Reports Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

7. **Program Reporting Requirements.**

- a. HSSS Standards Guidance provides additional detail on programmatic activities and reporting requirements.
- b. LPHA will participate in twice yearly HSSS data cleaning and annual evaluation of data.
- c. All annual required data must be entered into Orpheus and CDC approved HIV testing database by February 1 for the prior calendar year.
- d. LPHA must submit Mid-Year Program Report and Annual Program Report as follows:

HSSS Program Reports	Due Date
Mid-Year: July 1– December 31	January 30
Annual: July 1 – June 30	August 20

- e. If these programmatic reporting timelines are not met, OHA will work with LPHA or its subcontractor to establish and implement a corrective action plan.

8. **Performance Measures**

Not applicable

9. **Funding Information**

- a. **Payor of last resort:** CDC grant funds should be prioritized for use before HRSA funds when possible. HRSA funds must be used as dollars of last resort. HSSS funds shall not be used to cover the costs for any item or service covered by other state, federal, or private benefits or service programs.
- b. **Direct cash payments:** Funds shall not be used to provide direct cash payment or reimbursement to any person receiving services under this Program Element.

CASCADE AIDS PROJECT (CAP) – #12118
Subrecipient Agreement #24-054
Page 35 of 37

OHA - 2025-2027 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

- c. Specific use of funds:** Funds may only be used for those HSSS services detailed in the OHA approved budget. Approved local program budgets shall be kept on file with OHA.
- d. Prioritized funding for AIDS Drug Assistance Programs.** HSSS services are supported by HRSA Program Income, generated by the AIDS Drug Assistance Program (ADAP). OHA is required to ensure (ADAP) services are available to eligible Oregonians. HRSA Program Income available for HSSS cannot be guaranteed. OHA reserves the right to terminate or modify funding under this Program Element with 90 days advance written notice to LPHA, if OHA deems it necessary to ensure the stability of ADAP services.
- e. Unspent funds:** No carryover of unspent funds will be allowed under this Program Element. OHA will direct any unspent funds to address emerging and future service needs.

10. Subcontracted Services

- a.** LPHA may use HSSS funds to subcontract with other LPHAs to deliver any or all HSSS activities.
- b.** LPHA may use HSSS funds to subcontract with community-based organizations to perform Testing and deliver Enhanced HSSS services.
- c.** LPHA must complete and submit any subcontractor budgets as part of the overall budget to OHA for review and approval.
- d.** LPHA must ensure that each subcontractor adheres to the standards, minimum requirements, and reporting responsibilities outlined in Section 8, items a-f, and IISSS Standards and Budget Guidance.
- e.** LPHA must require subcontractor(s) to participate in any applicable training and capacity building and quality assurance activities.

CASCADE AIDS PROJECT (CAP) – #12118
Subrecipient Agreement #24-054
Page 36 of 37

Program Name: CASCADE AIDS PROJECT (CAP) – #12118	Agreement #: 24-054
Federal Award #: NU62PS924848	Date of Submission: XX/XX/XX
Subrecipient: CASCADE AIDS PROJECT (CAP)	
Has the Subrecipient submitted all requests for reimbursement? Y/N	
Has the Subrecipient met all programmatic closeout requirements? Y/N	

Exhibit H: Final Financial Report

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

Total Federal Funds <u>authorized</u> this agreement:	
Total Federal Funds <u>requested</u> 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 outlined in the terms and conditions of the Federal award. I am aware that providing any false, fictitious, or fraudulent information, or omitting any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, or 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: _____

CASCADE AIDS PROJECT (CAP) – #12118
 Subrecipient Agreement #24-054
 Page 37 of 37

EXHIBIT I
2 CFR 200.332(a) REQUIRED INFORMATION

Federal award identification	
SUBRECIPIENT Name:	Cascade AIDS Project
SUBRECIPIENT Unique Entity Identifier:	DJUNARMF8FV5
Federal Award Identification Number (FAIN):	NU62PS924848
Federal award date:	7/1/2025
Subaward Period of Performance Start and End Date:	7/1/2025-6/30/2027
Subaward Budget Period Start and End Date:	7/1/2025-6/30/2027
Total amount of all Federal funds obligated in this subaward :	\$65,000
Total amount of all federal funds obligated to SUBRECIPIENT during the current fiscal year:	\$65,000
Amount of federal funds from this FAIN committed to SUBRECIPIENT:	\$65,000
Pass-through entity identifying number:	24-054
Name of pass-through entity:	Clackamas County
Contact information for the awarding official of the pass-through entity:	Sherry Olson
Federal awarding agency:	CDC
Federal award program name:	HIV Prevention Grant
Is it an Award for Research and Development?	No
Assistance Listing Number (ALN) & Title:	93.940
SUBRECIPIENT indirect cost rate on this Agreement:	Federal de minimis 15%