

June 5, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Local Subrecipient Grant Agreement with Native American Youth & Family Center for partnership to reduce substance use and overdose disparities. Agreement Value is \$25,000 for 1 year. Funding is through the Oregon Health Authority. No County General Funds are involved.

Previous Board Action/Review	No previous board action		
Performance Clackamas	1. Ensure safe, healthy, and secure communities		
Counsel Review	Yes, Sarah Foreman	Procurement Review	NA
Contact Person	Kim La Croix	Contact Phone	971-806-0004

EXECUTIVE SUMMARY The Clackamas County Public Health Division (CCPHD) of the Health, Housing, and Human Services Department requests the approval of a Non-Federal Subrecipient Grant Agreement with Native American Youth & Family Center (NAYA) for Holistic Wellness and Healing for Indigenous People Experiencing Houselessness and Substance Abuse.

The American Indian/Alaska Native communities have seen much higher rates of overdose fatalities nationally, as well as locally, in Clackamas County. CCPHD is partnering with culturally specific organizations to implement substance use & overdose prevention programming.

K^hwat Yaka Haws, also known as Auntie's Place, is a family shelter operated by (NAYA) to serve families experiencing homelessness in Clackamas County. The families that live at the shelter are referred to as relatives. Many of the relatives struggle with substance use, mental health challenges, and chronic pain.

NAYA to provide holistic support to relatives navigating these challenges in ways that uplift Indigenous culture and wisdom, build community, and connect Indigenous people back to their land. With funding from the Oregon Health Authority, NAYA is planning to survey relatives at K^hwat Yaka Haws to learn what would support their recovery and abstinence from substance use. Funding from CCPHD will be used to implement the holistic activities identified in the survey.

The contract term is upon signature through June 30, 2026.

For Filing Use Only

RECOMMENDATION: Staff respectfully request that the Board of County Commissioners approve this Agreement (12077) and authorize Chair Roberts or his designee to sign on behalf of the County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health, Housing, & Human Services

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT 25-003	
Program Name: <i>Holistic Wellness & Healing for Indigenous People Experiencing Homelessness & Substance Abuse</i> Program Number: 12077	
This Agreement is between <u>Clackamas County</u> , Oregon, acting by and through its Department of Public Health Division ("COUNTY"), and <u>Native & American Youth & Family Center</u> ("SUBRECIPIENT"), an Oregon Nonprofit Corporation.	
Clackamas County Data	
Grant Accountant: Sherry Olson	Program Contact: Katie Knutsen
Clackamas County – Public Health Fiscal 2051 Kaen Road, Suite 367 Oregon City, OR 97045 (503) 742-5342 SOlson4@clackamas.us	Clackamas County – Public Health 2051 Kaen Road, Suite 367 Oregon City, OR 97045 (971) 346-0292 KKnutsen@clackamas.us
Subrecipient Data	
Finance/Fiscal Representative: <i>Oscar Arana, CEO</i>	Program Representative: <i>Andulia Sanchez</i>
5135 NE Columbia Blvd. Portland, OR 97218 Phone: (503) 288-8177 Email: oscara@nayapdx.org	5135 NE Columbia Blvd. Portland, OR 97218 (503) 288-8177 ext. 414 sanchezAn@nayapdx.org
UEI: MNA2NDEVH5W9	

RECITALS

Clackamas County Public Health Division (CCPHD) has funding through state modernization funds to support projects that advance the organization's strategic goals & priorities. Public Health Modernization (PHM) is the state's framework for improving the public health system in Oregon. The funding allocated to local public health agencies is focused on eliminating health inequities by expanding investments in community partners and assuring that the public health workforce is adequately trained, responsive, and supporting the growth of healthy and resilient communities.

The Substance Use & Overdose Prevention Program would like to partner with NAYA to support Native communities in healing and wellness. This project aims to reduce the substance use and overdose disparities that have grown in Native communities in Clackamas County.

NOW THEREFORE, according to the terms of this Local Grant Agreement, the COUNTY and SUBSUBRECIPIENT 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 sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **July 1, 2025**, and

Native American Youth & Family Center Contract #12077

Local Subrecipient Grant Agreement – #25-003

Page 2 of 19

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 pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

2. **Program.** The Program is described in Exhibit A: Subrecipient Statement of Program Objectives & Performance Reporting, attached hereto and incorporated by this reference herein. SUBRECIPIENT agrees to carry out the Program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in Exhibit A.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall perform all activities and programs in with the requirements of the **Oregon Health Authority Public Health Modernization LPHA Agreement #180003**, that is the source of the grant funding and other required information in Exhibits **A- J**, which are attached to and made a part of this agreement by this reference. SUBRECIPIENT shall further comply with any and all terms, conditions, and other obligations as may be required by Oregon Health Authority for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State other funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the **LPHA Agreement #180003**, issued to COUNTY by the State of Oregon, Oregon Health Authority (OHA). The maximum, not to exceed, grant amount that the COUNTY will pay is **\$25,000**. This is a cost reimbursement grant. The award is conditional, and disbursements will be made in accordance with the schedule and requirements contained in Required Financial Reporting and Payment 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. **County's funding for this Grant was issued by The State of Oregon, Oregon Health Authority** to the County for **Public Health Modernization**, LPHA Revenue Agreement **#180003**; PE51-01 for Leadership, Governance and Program Implementation.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term as follows:
 - a. At COUNTY's discretion, upon thirty (30) days' advance written notice to SUBRECIPIENT;
 - b. Immediately upon written notice to SUBRECIPIENT if SUBRECIPIENT fails to comply with any term of this Agreement;
 - c. At any time upon mutual agreement by COUNTY and SUBRECIPIENT.
 - d. Immediately upon written notice provided to SUBRECIPIENT that COUNTY has determined funds are no longer available for this purpose.
 - e. Immediately upon written notice provided to SUBRECIPIENT that COUNTY lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.
 - f. Immediately upon written notice to SUBRECIPIENT if SUBRECIPIENT is in default under this Agreement.

Native American Youth & Family Center Contract #12077

Local Subrecipient Grant Agreement – #25-003

Page 3 of 19

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

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

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

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

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.

10. State Procurement Standards

- a) 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 Local Contract Review Board ("LCRB") regulations (Appendix C of Clackamas County Code, located at <http://www.clackamas.us/code/>), which are incorporated by reference herein including State of Oregon requirements shown in **Exhibit A.1**.

- b) Procurements for goods and services under this award shall use processes as outlined below:

\$0-\$5,000	Direct procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes, award on best value
\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quotes or other appropriate form of solicitation, award on best value
+\$150,000	Formal	Formal solicitation process following written procurement policies

- c) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements are excluded from this provision.

Native American Youth & Family Center Contract #12077

Local Subrecipient Grant Agreement – #25-003

Page 4 of 19

- d) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (“RFP”) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
 - e) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.
11. **No Duplicate Payment.** SUBRECIPIENT may use other funds in addition to the grant funds to complete the Program; provided, however, SUBRECIPIENT may not credit or pay any grant funds for Program costs that are paid for with other funds and would result in duplicate funding.
12. **Non-supplanting.** SUBRECIPIENT must ensure funds provided in this Agreement are used to supplement and not supplant moneys budgeted or received from any other source for the same activities.
13. **General Agreement Provisions.**
- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY’s next fiscal year, COUNTY’s obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
 - b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY, and its elected officials, officers, employees, and agents, harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney’s and expert fees) arising from or related to (1) SUBRECIPIENT’s negligent or willful acts or those of its employees, agents, or those under SUBRECIPIENT’s control; or (2) SUBRECIPIENT’s acts or omissions in performing under this Agreement including, but not limited to, any claim by State or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT’s actions, employees, agents or otherwise with respect to those under its control.
 - c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
 - d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
 - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

Native American Youth & Family Center Contract #12077

Local Subrecipient Grant Agreement – #25-003

Page 5 of 19

- f) **Governing Law.** This Agreement is made in the State of Oregon and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third-party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- l) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- m) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above-mentioned laws is deemed inoperative to that extent.

14. Agreement Documents.

This Agreement consists of the following documents, which are attached and incorporated by reference herein:

- Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting
- Exhibit A.1: State of Oregon, Oregon Health Authority Goals & Requirements
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Required Financial Reporting and Payment Request
- Exhibit D: General Administrative Requirements and Terms & Conditions
- Exhibit E: SUBRECIPIENT Insurance Requirements
- Exhibit F: QSOBAA

In the event of a conflict between the terms of any exhibits to this Agreement, interpretations shall be based on the following order of precedence:

- This Agreement
- Exhibit D
- Exhibit F
- Exhibit E
- Exhibit A
- Exhibit A.1
- Exhibit C

Native American Youth & Family Center Contract #12077

Local Subrecipient Grant Agreement – #25-003

Page 6 of 19

- Exhibit B

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CLACKAMAS COUNTY


NATIVE AMERICAN YOUTH & FAMILY CENTER

By: _____

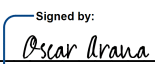
Its: _____

Dated: _____

Approved to Form

By: _____
County Counsel

Dated: 5/6/2025

By: _____
Signed by:
7ABD7FBF672845A...

Its: Oscar Arana, Chief Executive Officer

Dated: 5/6/2025

Native American Youth & Family Center Contract #12077

Local Subrecipient Grant Agreement – #25-003

Page 7 of 19

EXHIBIT A
SUBRECIPIENT SCOPE OF WORK AND PERFORMANCE REPORTING

PROGRAM NAME: Holistic Wellness and Healing for Indigenous People Experiencing Houselessness and Substance Abuse	#12077/Grant #25-003
SUBRECIPIENT: Native American Youth & Family Center	

Project timeline: Active upon contract signature – June 30, 2026.

Contract amount: \$25,000

Project Description: K^hwat Yaka Haws, also known as Auntie’s Place, is a family shelter operated by NAYA to serve families experiencing homelessness in Clackamas County. The families that live at the shelter are called relatives. Many of the relatives struggle with substance use, mental health challenges, chronic pain, etc. and we know this is due to generational trauma, colonialism, and many other systemic factors. Clackamas County would like to partner with NAYA to provide holistic support to relatives navigating these challenges in ways that uplifts indigenous culture and wisdom, build community, and connect indigenous people back to their land. NAYA is planning to survey relatives at K^hwat Yaka Haws to learn what types of activities would help support their recovery and abstinence from substance use. This project will build on those survey findings to implement the holistic activities identified.

Scope of Work:

Based on findings from community focus groups and surveys, NAYA will implement two or more of the following activities (capacity and resource dependent):

- Promote cultural plant and herbal medicine for pain and stress relief as alternatives to opioids
 - Promote Naturopathic medicine and other modalities such as hand healing and acupuncture for wellness and pain management
 - Provide staff training around naturopathic and alternative modalities for treatment (within the limitations of state rules)
- Build community and cultural connectedness through gatherings and traditions
 - Create small film festival that focuses on substance use and homelessness by providing one or two Indigenous films that focus on Indigenous population.
 - Provide focus group panel made up of Indigenous people that have lived experience and substance use providers and homelessness advocates to share stories and new ways to look at both subjects through a decolonized lens.

Native American Youth & Family Center Contract #12077

Local Subrecipient Grant Agreement – #25-003

Page 8 of 19

- Set up tables for community providers to share with community and focused community outreach.
 - Provide Indigenous artist to perform songs for community for entertainment and inspiration.
- Support relatives and other (Native) community members in food sovereignty through community gardening, harvesting, and cooking cultural meals
- Making and/or distributing (substance-use) recovery merchandise to community

CCPHD will:

- Support NAYA with informational resources/materials
- Provide NAYA with naloxone, wound care kits, sharps containers, Detera drug deactivation pouches, and medication lock boxes.
- Help foster connections between NAYA and Clackamas County's network of health and behavioral health providers
- Provide technical assistance and training as needed

*Optional

- Provide technical assistance and support in evaluation design and analysis

Quarterly Reporting:

- Narrative describing how the activities of this project have positively impacted the Indigenous community in recovery and abstinence from substance use.
- Any metrics collected including number of trainings and/or events, number of people served, number of overdose prevention supplies distributed, etc.

OHA - 2023-2025 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

Attachment 1

Clackamas County
Exhibit A.1

Appendix A

The table below lists the goals and requirements that LPHAs will work toward with 2021-23 funding. Efforts toward the following goals and requirements will be demonstrated in the LPHA and/or regional work plan.

Programmatic goals and work plan requirements
<p>Goal 1: Protect communities from acute and communicable diseases through prevention initiatives that address health inequities.</p> <ul style="list-style-type: none">• LPHA will demonstrate strategies toward local or regional improvements of communicable disease prevention and response infrastructure.• LPHA will demonstrate strategies toward local or regional reductions in inequities across populations. <p>Goal 2: Strengthen and expand communicable disease and environmental health emergency preparedness, and the public health system and communities’ ability to respond.</p> <ul style="list-style-type: none">• LPHA will demonstrate strategies toward developing, maintaining and/or updating a local or regional all-hazards preparedness plan with community partners. (deliverable) <p>Goal 3: Protect communities from environmental health threats from climate change through public health interventions that support equitable climate adaptation.</p> <ul style="list-style-type: none">• LPHA will demonstrate strategies toward developing a local or regional climate adaptation plan or incorporate into community health assessment and plan. (deliverable) <p>Goal 4: Plan for full implementation of public health modernization and submission of local modernization plans by 2025.</p> <ul style="list-style-type: none">• LPHA will demonstrate strategies to build and sustain infrastructure for public health Foundational Capabilities.
LPHA Requirements for increasing Capacity for Foundational Capabilities
<p>Leadership and Organizational Competencies</p> <ul style="list-style-type: none">• LPHA will participate in public health modernization learning collaboratives.• LPHA will demonstrate workforce or leadership initiatives necessary for local and/or regional public health infrastructure. <p>Health Equity and Cultural Responsiveness</p> <ul style="list-style-type: none">• LPHA will develop, update and/or continue to implement local or regional health equity plan. (deliverable)

Native American Youth & Family Center Contract #12077

Local Subrecipient Grant Agreement – #25-003

Page 10 of 19

OHA - 2023-2025 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

Assessment and Epidemiology

- LPHA will demonstrate strategies for public health data collection, analysis, reporting and dissemination that are necessary for 2021-23 goals and deliverables. This includes strategies to collect and report data that reveals health inequities in the distribution of disease, disease risks and social conditions that influence health.

Community Partnership Development

- LPHA will demonstrate strategies for sustaining or expanding partnerships with community organizations to ensure connections with BIPOC communities or other groups experiencing health inequities.
- LPHA will demonstrate co-creation of culturally and linguistically responsive public health interventions with community partners.
- LPHA will demonstrate involvement of community-based organizations in public health emergency planning or other priorities identified by communities.
- LPHA will demonstrate sustained partnerships for infection prevention and control in congregate settings which may include LTCFs, prisons, shelters or childcare facilities.

Communications

- LPHA will demonstrate the ability to provide routine public health education through a variety of communication platforms, with consideration of linguistic and culturally responsive and functional needs of the community.
- LPHA will demonstrate the ability to provide timely and accurate risk communication for areas of public health significance.

Native American Youth & Family Center Contract #12077

Local Subrecipient Grant Agreement – #25-003

Page 11 of 19

EXHIBIT B: SUBRECIPIENT BUDGET		
Organization: NAYA (Native American Youth & Family Center)		
Funded Program Name: Holistic Wellness and Healing for Indigenous Peoples Experiencing Homelessness and Substance Use		
Program Contact: Andulia Sanchez		
Agreement Term: Upon signature - June 30, 2026		
	Approved	
Approved Award Budget Categories	Award Amount	
Personnel (List salary, FTE & Fringe costs for each position)		
Total Personnel Services	\$ -	
Administration [reimbursed below indirect costs]	-	
	-	
Supplies		
General/ Office Supplies	\$5,439.51	
Education/Outreach Materials	\$5,439.51	
Activities for relatives	\$5,439.51	
Food for events	\$5,439.52	
Total Programmatic Costs	\$ 21,758.05	
Indirect Rate: .149% Administrative costs	\$3,241.95	
Total Grant Costs	\$ 25,000.00	

Native American Youth & Family Center Contract #12077

Local Subrecipient Grant Agreement – #25-003

Page 12 of 19

EXHIBIT C
Financial Reporting and Payment Request
Example

CLACKAMAS COUNTY XXXXX [DEPARTMENT/DIVISION]					
SUBRECIPIENT:			CLAIM PERIOD: Jul-25	Note: This form derives from the approved budget in your grant agreement. All expenditures must have adequate supporting documentation.	
Program Name:					
Program Contact:					
Agreement Term:					
Agreement Number: XX-XXX					
Category	Approved Grant Amount	Projected Monthly Grant Expenditure	Total Actual Monthly Expenditure	YTD Grant Expenditure	Balance
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 (bus tickets, etc.)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Programmatic Costs	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Rate (.149%)	\$ -	\$ -	\$ -	\$ -	\$ -
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 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 set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Native American Youth & Family Center Contract #12077
Local Subrecipient Grant Agreement – #25-003
Page **13** of **19**

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

Department
Review.
Program Manager
Name:
Department:
Signature: _____

Department: forward to Grant Accountant for review and processing

Grant Accountant Initial/Date:

Native American Youth & Family Center Contract #12077

Local Subrecipient Grant Agreement – #25-003

Page 14 of 19

EXHIBIT D
General Administrative Requirements and Terms & Conditions

15. Status

a) COUNTY has determined:

☒ Entity is a non-federal subrecipient ☐ Entity is a contractor ☐ Not applicable

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

- a) **Financial Management.** SUBRECIPIENT shall use adequate internal controls and maintain necessary sources of documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
- c) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.
- d) **Cost Principles.** SUBRECIPIENT shall only use grant funds for eligible costs set forth in Exhibit A. Costs disallowed by the funding agency listed in the body of this Agreement shall be the liability of the SUBRECIPIENT.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. At no time may budget modification change the scope of the original grant application or Agreement.
- g) **Indirect Cost Recovery** “SUBRECIPIENT will receive an indirect cost rate of .149% applicable to all program costs.
- h) **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 C: Required Financial Reporting and Payment Request.
- i) **Performance Reporting.** SUBRECIPIENT shall comply with reporting requirements as specified in Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting.
- j) **Financial Reporting.** Upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit C: Required Financial Reporting and Payment Request on a quarterly basis.
- k) **Closeout.** COUNTY will close out this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT.

Native American Youth & Family Center Contract #12077

Local Subrecipient Grant Agreement – #25-003

Page 15 of 19

SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial, performance, and other reports as required by the terms and conditions of Oregon Health Authority OHA Agreement #180003 and/or COUNTY, no later than 90 calendar days after the end date of this Agreement.

- l) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring. COUNTY, Oregon Health Authority, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- m) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years from the end of program date, or such longer period as may be required by Oregon Health Authority 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.
- n) **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OHA **Public Health Modernization**, LPHA Revenue Agreement #180003; PE51-01 for Leadership, Governance and Program Implementation, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.

17. Default

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

18. 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

Native American Youth & Family Center Contract #12077

Local Subrecipient Grant Agreement – #25-003

Page 16 of 19

this Agreement; (5) declaring SUBRECIPIENT ineligible for receipt of future awards from COUNTY; (6) initiation of an action or proceeding for damages, declaratory, or injunctive relief.

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

19. Reserved

20. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- b) **Compliance With Applicable Law.** SUBRECIPIENT shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- c) **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 this Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the Program. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d) **Confidential Information.** SUBRECIPIENT acknowledges that it and its employees and agents may, in the course of performing their obligations under this Agreement, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "Personal Information" is defined in ORS 646A.602(11)). SUBRECIPIENT agrees to hold any and all information that it is required by law or that the County marks as "Confidential" to be held in confidence ("Confidential Information"), using at least the same degree of care that SUBRECIPIENT uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Agreement, or as may be permitted under applicable law, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT's

Native American Youth & Family Center Contract #12077

Local Subrecipient Grant Agreement – #25-003

Page 17 of 19

written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

21. 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 at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party will bear its own costs incurred for any mediation or non-binding arbitration.

Native American Youth & Family Center Contract #12077

Local Subrecipient Grant Agreement – #25-003

Page 18 of 19

EXHIBIT E
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 contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 2) **Commercial General Liability.**

☒ Required by COUNTY ☐ NOT Required by COUNTY

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

- 3) **Commercial Automobile Liability.**

☒ Required by COUNTY ☐ NOT Required by COUNTY

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

- 4) **Professional Liability.**

☒ Required by COUNTY ☐ NOT Required by COUNTY

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

- 5) **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" as an additional insured.

- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to

Native American Youth & Family Center Contract #12077

Local Subrecipient Grant Agreement – #25-003

Page 19 of 19

comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.

- 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted doing 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.
- 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- 10) **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.
- 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.