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Clackamas County
www.clackamas.us

July 23, 2026

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Subrecipient Grant Agreement with The 4th Dimension Recovery for expansion of substance use disorder street-level outreach. Agreement Value is \$102,360 for 1 year. Funding is through Opioid Settlement Funds. No County General Funds are involved.

Previous Board Action/Review: 11/12/25 policy session BCC approved the continuation of opioid settlement funding to support six community based-organizations who were previously funded through a NOFO award beginning July 1, 2024.

Performance Clackamas: Healthy People

Counsel Review: Yes – Andrew Naylor

Contact Person: Kim La Croix

Procurement Review: NO

Contact Phone: 971-806-0004

EXECUTIVE SUMMARY: The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Subrecipient Grant Agreement with The 4th Dimension Recovery (4D) to expand their Recovery Outreach program.

The opioid epidemic has created tremendous loss across the country—in terms of lives lost, families impacted, increased strain on public services, and more. Since 2000, a steep increase in prescribing opioids for pain has paralleled an increase in overdose deaths, hospitalizations and treatment admissions. As we have moved beyond prescription opioids into additional waves of the opioid epidemic, synthetic opioids such as fentanyl now drive the majority of drug overdose deaths. According to the CDC, 105,452 people died from a drug overdose in the U.S. in 2022 with opioids contributing to 75% of all drug overdose deaths that year.

4D will expand their recovery outreach program (street-level outreach), aiming to increase public safety partnerships and promote treatment engagement and resource navigation for young adults experiencing substance use disorder (SUD) and homelessness.

Clackamas County outreach are all certified recovery mentors with additional equity, trauma informed approaches, de-escalation, assertive outreach, first-aid, CPR, Blood Borne Pathogen and naloxone training. Program staff has lived experience with SUD, homelessness, incarceration, and sometimes overdose. These combined factors make the team effective in engaging people quickly and building trust. 4D outreach teams are usually the first point of connection to recovery services and harm reduction supplies.

Over the past few years, 4D has worked diligently to support access to recovery services in Clackamas

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County. The outreach program specifically engages people with SUD, experiencing homelessness, and whom may be justice involved. In partnership with CCPHD, 4D utilizes local overdose data to do outreach in specific locations that have had increased overdose activity. 4D has established mutually beneficial relationships with Clackamas County Public Health, Public Safety, Clackamas County Behavioral Health Resource Network (BHRN), local business and CBOs to better provide a network of support to community members struggling with SUD, while also focusing on the wellness and safety of the community at large.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve the Subrecipient Agreement (12521) and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink that reads "Mary Rumbaugh". The script is cursive and fluid.

Mary Rumbaugh
Director of Health, Housing and Human Services

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT	
Program Name: Opioid Settlement – Recovery Outreach <i>H3S Number: 12521</i> Program Number: PH-27-001	
This Agreement is between Clackamas County, Oregon , acting by and through its Health, Housing and Human Services Department, Public Health Division (COUNTY) and The 4th Dimension Recovery Center (“SUBRECIPIENT”), an Oregon Nonprofit Organization	
Clackamas County Data	
Grant Accountant: Sherry Olson	Program Manager: Jamie Zentner Program Representative: Katie Knutsen
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 Phone: (503) 742-5342 Email: SOlson4@clackamas.us	Clackamas County Public Health 2051 Kaen Road, Suite #367 Oregon City, OR 97045 Jamie 503-758-4143 JZentner@clackamas.us Katie 503-655-8430 KKnutsen@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: <i>MacRae Bogdanov</i>	Program Representative: Camille Ireland-Esquivel
The 4th Dimension Recovery Center 11010 SE Division St #200 Portland, OR 97266 Phone: (971) 601-6321 Email: macrae.bogdanov@4drecovery.org	The 4th Dimension Recovery Center 11010 SE Division St #200 Portland, OR 97266 Phone: (971) 428-9387 Email: camille.ireland@4drecovery.org

RECITALS

- The opioid epidemic has created tremendous loss across the country—in terms of lives lost, families impacted, increased strain on public services, and more. Since 2000, a steep increase in prescribing opioids for pain has paralleled an increase in overdose deaths, hospitalizations and treatment admissions. As we have moved beyond prescription opioids into additional waves of the opioid epidemic, synthetic opioids such as fentanyl now drive the majority of drug overdose deaths
 - In 2016, an estimated two million Americans suffered from substance use disorders related to the misuse of prescription opioid pain relievers.
 - The opioid crisis was declared an ongoing public health emergency in 2017 and has been renewed every year since.
 - Life expectancy in the U.S. declined nearly a year from 2020 to 2021, with drug overdose deaths as a significant contributor.
 - According to the CDC, 105,452 people died from a drug overdose in the U.S. in 2022 with opioids contributing to 75% of all drug overdose deaths that year.
 - Oregon is now among the top 5 worst states for pain reliever misuse and second worst for illicit drug use

The 4th Dimension Recovery Center

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2. The Clackamas County Board of Commissioners has allocated funding for this local subrecipient grant agreement ("Agreement") following the receipt of Opioid Settlement Funds. COUNTY, through this Agreement, is awarding grant funds to SUBRECIPIENT in support of SUBRECIPIENT's *Recovery Outreach program (street -level outreach), aiming to increase public safety partnerships and promote treatment engagement and resource navigation for young adults experiencing substance use disorders and homelessness.*
3. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on **July 1, 2026** and will terminate on **June 30, 2027** unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **July 1, 2026** and expiring **June 30, 2027**, 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 Scope of Work & 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 Opioid Settlement Funds that is the source of the grant funding and other required information in Exhibits A-F, which are attached hereto 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 the applicable local or State agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable other funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is COUNTY's allocation of Opioid Settlement Funds. The maximum, not to exceed, grant amount that the COUNTY will pay is \$102,360. This is a cost reimbursement grant. The award is conditional and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit C, Required Financial Reporting and Payment Request**. Failure to comply with the terms of this Agreement may result in COUNTY finding SUBRECIPIENT in default of this Agreement and pursuing all rights and remedies available to it at law, in equity, or under this Agreement including, but not limited to, 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.
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

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payment will be made for any services performed before the beginning date or after the expiration date of this Agreement except for the final payment. The final request for payment must be submitted to the COUNTY no later than ten (10) days after the end date of the Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before COUNTY will reimburse SUBRECIPIENT for eligible expenses in excess of the original Agreement amount.

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.

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

The 4th Dimension Recovery Center

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\$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.
- 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, defend, 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

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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.
- f) **Governing Law.** This Agreement, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with 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 from 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) **Abuse Reporting.** SUBRECIPIENT shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 419-100-0000 through 419-100-0120) and elder abuse reporting laws (ORS 124.050 – 124.092) as if SUBRECIPIENT were a mandatory abuse reporter. If SUBRECIPIENT is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. SUBRECIPIENT shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, a mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.

The 4th Dimension Recovery Center

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- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- m) **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.
- n) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- o) **Survival.** All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Article II, Sections 3, 7, 13 (a), (b), (d), (f), (g), (h), (j), (k), (l), (m), (n), and (o), and all other rights and obligations which by their context are intended to survive.

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 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

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 E
- Exhibit A
- Exhibit C
- Exhibit B

(Signature Page Follows)

The 4th Dimension Recovery Center

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SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

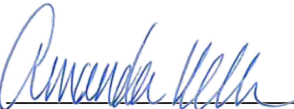
CLACKAMAS COUNTY

By: _____

Its: _____

Dated: _____

Approved to Form

By:  _____
County Counsel

Dated: 6/25/2026

The 4th Dimension Recovery Center

Signed by:

By: _____
5006949B164344A...

Its: Director of Operations

Dated: 6/16/2026

The 4th Dimension Recovery Center

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EXHIBIT A
SUBRECIPIENT SCOPE OF WORK AND PERFORMANCE REPORTING

PROGRAM NAME: Opioid Settlement – Recovery Outreach (Fund Source: Opioid Settlement Funds)	H3S Agreement 12521 Subrecipient# 27-001
SUBRECIPIENT: The 4th Dimension Recovery Center	

Project Description:

4D will expand current recovery outreach programming by adding one outreach staff and a percentage of an existing role to promote engagement with young adults who have opioid and other substance use disorders (SUD) and increase connections to services.

The project goal is to distribute lifesaving naloxone and connect individuals to detox, treatment, recovery services, and housing resources. The Clackamas 4D Team will identify locations inhabited by and frequently visited by people with SUD through mapping, qualitative, and quantitative data collection, relationship building and lived experience. 4D will use peer support to motivate people to engage in services supporting health and wellness treatment services. This project is person-centered and fits into a recovery-oriented system of care approach as an entry into services.

Activities will include:

- Identify locations inhabited by and frequently visited by people with substance use disorders (SUD).
- Attend Clackamas County Public Health Division (CCPHD) and other community partner meetings across Clackamas County and work with public safety to inform planning strategies for effective outreach.
- Provide support, naloxone, and resources to specific locations/communities identified using CCPHD overdose data. This includes street-level outreach as well as outreach through a door hanger project in partnership with CCPHD.
- Participate in community clinics for people experiencing SUD and/or homelessness three times a month.
- Provide weekly outreach through weekly tabling events at Fathers Heart, LoveOne, and Clackamas Service Center to provide resources and services that serve the homeless community.
- Provide weekly outreach to local businesses such as Safeway, Albertsons, and Bottle Drop to engage with people who are using substances on private property.
- Provide direct access to hospital care, HIV testing, and contingency programs for identified individuals.

The anticipated outcomes of the project are:

- Through the addition of one outreach staff, 4D will expand reach into rural areas of Clackamas County, increase hours of street level outreach, distribute naloxone, make referrals to outpatient care for people to begin medication assisted treatment (MAT), engage

The 4th Dimension Recovery Center

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and connect individuals to recovery through referrals to 4D recovery mentors, and make referrals to behavioral healthcare, and housing services.

- Add an additional FTE and resume the door hanger project and other outreach activities that had to be paused or reduced due to funding reductions.

Quarterly Reporting Metrics:

- Description of services provided to participants including frequency of services provided
- The number of points of engagement with individuals through the program
 - Engagement defined as: initial and follow up interactions where resources, supplies, or referrals are given
- The number of unique individuals that have participated in a program and/or received a service
- The percentage of unique individuals who are successful in the program
 - Success defined as being connected to at least one of the following: Basic Needs Resources, Treatment, Housing, or Recovery Mentor
- Demographic information on individuals served
- Completed activities including effectiveness, barriers, and changes made to project
- Program-specific metrics:
 - Number of sites visited
 - % increase in rate of uptake into services (shelter, housing, treatment, peer services, etc.)
 - Qualitative (to be included in narrative section):
 - Drug trends and economic struggles
 - Basic needs people are sharing about
 - Success stories

Annual Report:

- Total number of sites visited between 7/1/26-6/30/27
- Total number naloxone kits distributed between 7/1/26-6/30/27
- Total number of referrals made to treatment, behavioral health, peer support and housing between 7/1/26-6/30/27
- Total number of people who participated in program and/or received a service between 7/1/26-6/30/27

Quarterly reports:

July – September 2026	Due October 15, 2026
October – December 2026	Due January 15, 2027
January – March 2027	Due April 15, 2027
April – June 2027	Due July 15, 2027

Public Health will provide the reporting form.

The 4th Dimension Recovery Center

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**EXHIBIT B
SUBRECIPIENT PROGRAM BUDGET**

PROGRAM NAME: Opioid Settlement – Recovery Outreach (Fund Source: Opioid Settlement Funds)	H3S Agreement 12521 Subrecipient# 27-001
SUBRECIPIENT: The 4th Dimension Recovery Center	

Line Item (Materials [Food and Funding to individuals is prohibited], Staffing, Evaluation)	Description	Cost	Cash Match (If appropriate)
Staff	Outreach Worker 1.0 FTE	\$68,967	
Staff	Outreach Supervisor .20 FTE	\$17,503	
Staff	Oregon State Director .07 FTE	\$9,780	
Supplies	Various supplies such as paper, pens, equipment, etc	\$1110	
Admin		\$5,000	
TOTAL		\$102,360	

The 4th Dimension Recovery Center

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EXHIBIT C
REQUIRED FINANCIAL REPORTING AND PAYMENT REQUEST

1. SUBRECIPIENT shall submit a quarterly Request for Reimbursement referencing Agreement #12521
2. Requests for reimbursement shall be submitted by the **10th of the month** for the previous month. The final request for reimbursement shall be submitted by July 10, 2027 for expenses through June 30, 2027 .
3. Request for Reimbursement shall be submitted electronically to:

PublichealthFiscalAP@clackamas.us
4. Invoices are subject to the review and approval of the Program Manager and Grant Accountant. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.

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EXHIBIT D
GENERAL ADMINISTRATIVE REQUIREMENTS AND TERMS & CONDITIONS

1. Status

a) COUNTY has determined:

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

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 use adequate internal controls and maintain necessary sources documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to 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) **Match.** Matching funds are not required for this Agreement.
- g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** SUBRECIPIENT chooses a de minimis rate of 10% for indirect cost recovery on this award.
- i) **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: Required Financial Reporting and Payment Request.

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Local Subrecipient Grant Agreement – #12521 – PH-27-001

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- j) **Performance Reporting.** SUBRECIPIENT shall comply with reporting requirements as specified in Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting.
- k) **Financial Reporting.** Upon execution of this Agreement, SUBRECIPIENT will submit completed reimbursement request on a quarterly basis.
- l) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT. 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, Oregon Opioid Settlement Funds, and/or COUNTY, no later than 90 calendar days after the end date of this Agreement.
- m) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring. COUNTY, Oregon Opioid Settlement Funds, 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.
- n) **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 Opioid Settlement Funds, 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.
- o) **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Oregon Opioid Settlement Funds, 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.

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 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

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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's 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 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.

5. HIPAA 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 regulations governing disclosure of substance use disorder information under 42 C.F.R. Part 2.

6. 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) the Health Insurance Portability and Accountability Act of 1996; (v) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) all regulations and administrative rules established pursuant to the foregoing laws; and (viii) 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, 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

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

7. 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.

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EXHIBIT E
SUBRECIPIENT INSURANCE REQUIREMENTS

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

- 1. Workers Compensation.** SUBRECIPIENT, its subcontractors, if any, and all employers providing work, labor, or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126. SUBRECIPIENTS shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

- 2. Professional Liability.** ☒ **Required by COUNTY** ☐ **Not required by COUNTY**

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages because of personal injury, bodily injury, death, or damage to property caused by error, omission or negligent acts related to the professional services to be provided under this Agreement. The policy must provide extending reporting period coverage for claims made within two years after the Agreement is completed.

☐ If this box is checked Professional Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate.

- 3. General Liability.** ☒ **Required by COUNTY** ☐ **Not required by COUNTY**

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage for the protection of **COUNTY and its officers, elected officials, agents, and employees.** It shall include contractual liability coverage for the indemnity provided under this Agreement.

☐ If this box is checked General Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

- 4. Automobile Liability.** ☒ **Required by COUNTY** ☐ **Not required by COUNTY**

☐ **Commercial Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury, Death, and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

☐ **Commercial Automobile Liability** insurance limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

☒ **Personal Automobile Liability** insurance limits shall be not less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000/property damage.

- 5. Physical Abuse and Molestation Liability.** ☒ **Required by COUNTY** ☐ **Not required by COUNTY**

Physical Abuse and Molestation Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000.

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Coverage shall be provided through either general liability or professional liability coverage. Proof of Sex Abuse/Molestation insurance coverage must be provided.

6. Privacy and Network Security. ☒ Required by County ☐ Not required by County

Privacy and Network Security coverages shall be obtained and maintained to provide protection against liability for (a) system attack; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; and (e) liability from the loss or disclosure of confidential data with limit of \$1,000,000 per claim/annual aggregate.

☐ If this box is checked Privacy and Network Security limit shall be at least \$4,000,000.

- 7. Additional Insured Provision.** The insurance, other than Professional Liability (except to the extent it only applies to Commercial General Liability exposures), Workers' Compensation, Personal Automobile Liability and Pollution Liability Insurance, shall include **Clackamas County and its officers, elected officials, agents, and employees** as an additional insured.
- 8. Primary Coverage Clause.** SUBRECIPIENT's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.
- 9. Cross-Liability Clause.** A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Agreement.
- 10. "Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, SUBRECIPIENT shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Agreement, for a minimum of twenty-four (24) months following the later of: (i) SUBRECIPIENT's completion and COUNTY's acceptance of all Services required under the Provider Agreement; or (ii) the expiration of all warranty periods provided under the Agreement. Notwithstanding the foregoing 24-month requirement, if SUBRECIPIENT elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then SUBRECIPIENT may request and COUNTY may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If COUNTY approval is granted, SUBRECIPIENT shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- 11. Self-insurance.** SUBRECIPIENT may fulfill one or more of its insurance obligation herein through a program of self-insurance, provided that SUBRECIPIENT's self-insurance program complies with all applicable laws, provides coverage equivalent in both type and level to that required in this Exhibit, and is reasonably acceptable to COUNTY. SUBRECIPIENT shall furnish an acceptable insurance certificate to COUNTY for any insurance coverage required by this Agreement that is fulfilled through self-insurance. Stop-loss insurance and reinsurance coverage against catastrophic and unexpected expenses may not be self-insured.
- 12. Certificates of Insurance.** SUBRECIPIENT shall furnish evidence of the insurance required in this Agreement. SUBRECIPIENT will maintain the insurance in full force throughout the duration of this Agreement. 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 ten (10) days prior to coverage expiration which references "Clackamas County Agreement 24-021" in the certificate description. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to COUNTY. SUBRECIPIENT shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

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Certificate Holder should be:

Clackamas County, 2051 Kaen Road, Oregon City, Oregon 97045

Certificates of Insurance shall be submitted electronically or by mail to:

publichealthContract@clackamas.us

Clackamas County Public Health Division
Attn: Contracts
2051 Kaen Road, Suite 367
Oregon City, OR 97045

- 13. Insurance Carrier Rating.** Coverages provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 14. Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the Work performed under this Agreement.
- 15. Notice of cancellation or change.** There shall be no cancellation, material change, exhaustion of aggregate limits, reduction of limits, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from SUBRECIPIENT or its insurer(s) to COUNTY at the following address: Clackamas County Public Health Division, 2051 Kaen Road, Suite 154, Oregon City, OR 97045 or PublichealthContract@clackamas.us.
- 16. Insurance Compliance.** COUNTY will be entitled to enforce SUBRECIPIENT compliance with the insurance requirements, and will take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Agreement as permitted by the Agreement, or pursuing legal action to enforce the insurance requirements. In no event shall COUNTY permit a SUBRECIPIENT to work under this Agreement when COUNTY is aware that SUBRECIPIENT is not in compliance with the insurance requirements.