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Щоб попросити переклад або спеціальні послуги для осіб з особливими потребами, зверніться до нас, скориставшись такими контактними даними: **cfcc@clackamas.us | 503-655-8840.**

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Để yêu cầu dịch vụ dịch thuật hoặc điều chỉnh liên quan đến tình trạng khuyết tật, vui lòng liên hệ với chúng tôi qua **cfcc@clackamas.us | 503-655-8840.**



Clackamas County
www.clackamas.us

June 25, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of a Subrecipient Agreement with Children’s Center to provide child abuse medical assessments and forensic interviews. Total Agreement Value is \$151,800 for 1 year. Funding is through budgeted County General Funds.

Previous Board Action/Review: New agreement for continuation of services previously approved 20220609 II.D.12.

Performance Clackamas: Safe, Secure and Livable Communities

Counsel Review: Yes, Andrew Naylor

Procurement Review: n/a

Contact Person: Jessica Duke

Contact Phone: 971-291-8596

EXECUTIVE SUMMARY: The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Subrecipient Grant Agreement with Children’s Center. Children’s Center is a non-profit child abuse intervention center accredited by the National Children’s Alliance, committed to research-supported practice, and is accountable to national standards that inform their work. Funding will provide for the continuation of child abuse medical assessments. Families of children determined to have been abused will be referred to resources, services, and treatment, as appropriate.

This Subrecipient Agreement is effective upon signature by all parties for services starting July 1, 2026 and terminating on June 30, 2027. Agreement has a maximum value of \$151,800

RECOMMENDATION: Staff respectfully request that the Board of County Commissioners approve the subrecipient agreement and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,



Mary Rumbaugh

Director of Health, Housing and Human Services

For Filing Use Only

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT #12524 <i>Program Name: Child Abuse Medical Assessment</i>	
This Agreement is between Clackamas County , Oregon, acting by and through its Department of Health, Housing and Human Services Children, Family and Community Connections ("COUNTY"), and Children's Center ("SUBRECIPIENT"), an Oregon Non-profit Organization.	
COUNTY Data	
<i>Grant Accountant: Cade Windell</i>	<i>Program Manager: Sarah Van Dyke</i>
<i>Children, Family & Community Connections</i> 821 Main Street Oregon City, OR 97045 971-997-1910 <i>cwindell@clackamas.us</i>	<i>Children, Family & Community Connections</i> 821 Main Street Oregon City, OR 97045 (503) 557-5829 <i>svandyke@clackamas.us</i>
RECIPIENT Data	
<i>Finance/Fiscal Representative: Anne Thiel</i>	<i>Program Representative: Ruth Scott</i>
<i>Children's Center</i> 1713 Penn Lane Oregon City, OR 97045 503-655-7725 <i>annethiel@childrenscentercc.org</i>	<i>Children's Center</i> 1713 Penn Lane Oregon City, OR 97045 503-655-7725 <i>ruthscott@childrenscentercc.org</i>
<i>FEIN: 75-3027143</i>	

RECITALS

1. Children's Center (SUBRECIPIENT) is a private, non-profit child abuse intervention center accredited by the National Children's Alliance. Children's Center supports Clackamas County children and families experiencing suspected physical abuse, sexual abuse, emotional abuse and neglect, including drug endangerment and witness to violence
2. Child abuse is defined as a physical injury, general and/or severe neglect, sexual abuse, sexual assault, exploitation, emotional, maltreatment and or willful harm or endangerment. Without treatment, child victims of abuse are likely to suffer long-term trauma that can adversely affect the course of their lives.
3. Clackamas County (COUNTY) desires to have its citizens share in the benefits of SUBRECIPIENT resources to provide child abuse medical assessments and forensic interviews for children suspected of experiencing abuse to determine whether or not abuse has occurred and if there is a need for further treatment. Children's Center is the only agency located in Clackamas County able to provide this unique and specialized service to children and families in crisis due to child abuse. It has demonstrated the capacity and expertise to provide services outlined in this agreement.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved by both parties. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2026** and not later than **June 30, 2027**, 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 the attached EXHIBIT A, Subrecipient Scope of Work and Performance Reporting. SUBRECIPIENT agrees to carry out the Program in accordance with the terms and conditions of this Agreement and according 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. SUBRECIPIENT shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable local, State, or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps to 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 County funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is County General Funds. The maximum, not to exceed, grant amount that COUNTY will pay is **\$151,800**. This is a cost reimbursement grant, the award is conditional, and disbursements will be made monthly in accordance with the schedule and requirements contained in Exhibit C, Request for Reimbursement Failure to comply with the terms of this Agreement may result in withholding of payment or COUNTY pursuing any other rights or remedies available to it under this Agreement, at law, or in equity.
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 the 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 is increased by amendment, the amendment must be fully effective before COUNTY is obligated to reimburse SUBRECIPIENT for eligible costs.
6. **Termination.** This Agreement may be suspended or terminated for cause or convenience prior to the expiration of its term as follows:
 - a. At COUNTY's discretion, upon thirty (30) days' advance written notice to SUBRECIPIENT;
 - b. Upon SUBRECIPIENT'S default under this Agreement, following thirty (30) days' notice with an opportunity to cure;
 - c. Upon mutual agreement by COUNTY and SUBRECIPIENT;
 - d. Immediately upon written notice provided by COUNTY that funds are no longer available for this purpose; and/or
 - e. Immediately upon written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

Upon termination of this Agreement, any unexpended funds 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 obligations 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 funds sufficient to pay for this Agreement have been obligated to COUNTY. 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. **No Duplicate Payment.** SUBRECIPIENT may use 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.
11. **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.
12. **General Agreement Provisions.**
- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
 - b) **Indemnification.** SUBRECIPIENT agrees to indemnify, 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 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) **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 referenced laws are deemed inoperative to that extent.

- n) **Survival.** All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 3, 7, 12, (a), (b), (c), (f), (g), (i), (j), (k), (l), and (m), and all other rights and obligations which by their context are intended to survive.

13. Exhibits and Attachments.

This document is comprised of the following exhibits and attachments:

- Exhibit A: SUBRECIPIENT Scope of Work and 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: Insurance Requirements

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

- This Agreement
- Exhibit D
- Exhibit E
- Exhibit A
- Exhibit C
- Exhibit B

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

RECIPIENT

Children's Center
1713 Penn Lane
Oregon City, OR 97045

CLACKAMAS COUNTY

Commissioner Craig Roberts, Chair
Commissioner Diana Helm
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Ben West

By: 
Ruth Scott (Jun 4, 2026 15:34:09 PDT)
Ruth Scott, Interim Executive Director

Signing on behalf of Clackamas County:

By: _____
Craig Roberts, Chair
Clackamas County

Dated: 04/06/2026

Dated: _____

Approved for Legal Sufficiency:

By: 
Assistant County Counsel

Dated: 06/08/2026

EXHIBIT A
SUBRECIPIENT SCOPE OF WORK AND PERFORMANCE REPORTING

PROGRAM NAME: Child Abuse Medical Assessment
SUBRECIPIENT: Children's Center

BACKGROUND

By providing medical examinations and forensic interviews, the Children's Center supports Clackamas County children and families experiencing suspected physical abuse, sexual abuse, emotional abuse and neglect, including drug endangerment and witness to violence.

OBJECTIVES

The goal of these services is to provide child abuse medical assessments and forensic interviews for children suspected of experiencing abuse to determine whether or not abuse has occurred and if there is a need for further treatment. Children and their families will be connected to other treatment, as appropriate.

ACTIVITIES

- Children will receive a medical examination by a clinical professional with specific training and expertise to detect, document, and treat child abuse cases.
- Children will receive a professional forensic child interview, characterized by non-leading questions, appropriate rapport building, assessment of safety risks and disclosure of specific information obtained.
- Children and their families will be referred to appropriate treatment per linkage agreements with treatment partners.

SCHEDULE AND REPORTING:

Due **monthly** by the 15th of the month for the previous month (only if requesting payment *monthly*):

- Monthly Activity Report
- Request for Reimbursement

Due **quarterly** by the 15th of the month following the end of the quarter:

- Work Plan Quarterly Report
- Internal client satisfaction survey report

Note: *Additional reports may be requested, including but not limited to a yearly participant demographic report.*

Funder Recognition

Marketing, educational, promotional, and outreach materials and flyers describing services, workshops, and other activities funded through this Agreement must acknowledge Clackamas County Children, Family & Community Connections Division and include Clackamas County logo. Materials that include this acknowledgement should be reviewed by COUNTY prior to distribution. Media communications should also acknowledge Clackamas County Children, Family & Community Connections Division.

Marketing materials produced using these grant funds must be submitted with quarterly reports.

Performance Standards

SUBRECIPIENT will meet the objectives set forth in the Work Plan Quarterly Report (page 10).

SUBRECIPIENT will submit a Monthly Activity Report to the Clackamas County Program Manager, no later than the 15th day of the following month. It should accompany the Fiscal Report and Reimbursement Request (Exhibit C).

The Monthly Activity Report will include the following metrics.

Total number of participants served.

Activities conducted.

SUBRECIPIENT will submit a quarterly Performance Report to the Clackamas County Program Manager no later than the 15th day of the month following the end of the calendar quarter. Quarterly reports must be submitted electronically on the Work Plan Quarterly Reporting & Narrative document template.

The Final Performance Report should be submitted no later than July 15, 2027.

In addition to the Quarterly Performance Reports, SUBRECIPIENT must notify Clackamas County Program Manager of developments that have a significant impact on the grant-supported activities. SUBRECIPIENT must inform Clackamas County Program Manager as soon as problems, delays or adverse conditions become known which will impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation

MONTHLY ACTIVITY REPORT

Agency: Children's Center

Funded Service: Child abuse medical assessments

Program Contact:

Contact Info:

Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.

Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.

- 1. Total number of participants served during the month with the funding allocated for this programming:**

Number of children (0-6 years):

Number of children (6+ years):

Case numbers:

- 2. Activities that were conducted during the month with the funding allocated for this programming:**
- 3. Compelling story or illustration of program success:**

Person(s) completing this form:

Date:

Work Plan Quarterly Report

Children, Family and Community Connections - Prevention Division		FY 26-27 Work Plan Quarterly Report				
Provider: Children's Center		Activity : Child abuse assessments				
Contact: Laura Sisulak laurasisulak@childrenscenter.cc		Period: July 1, 2026 - June 30, 2027				
Activities/Outputs	Intermediate Outcomes/Measurement Tool	Jul-Sept 2026	Oct-Dec 2026	Jan-Mar 2027	Apr-Jun 2027	Total
By June 30, 2027 , a minimum of 30 children will receive a medical examination by a clinical professional with specific training and expertise to detect, document, and treat child abuse cases.	<i>100% of children examined will have medical exam documentation in their file.</i>	# children examined				0
		# children with completed documentation in file				0
	<i>95% of families will report satisfaction with quality of assessment as measured by</i>	# families surveyed				0
		# satisfied with quality of the assessment				0
		<i>Percent satisfied</i>				0
By June 30, 2027 , Children's Center funding from other sources will allow for approximately 366 additional children to receive complete medical assessment and examination to determine possible abuse and/or the need for further	<i>Reported quarterly.</i>	# additional children served				0
The % of families using Center services that are impacted by domestic violence.	<i>Reported quarterly.</i>	# of families using Center services				0
		# families impacted by domestic violence				0
		% families impacted by domestic violence				

EXHIBIT B: PROGRAM BUDGET

Exhibit B: Program Budget		
<i>County agrees to pay a total of \$151,800 annually for child abuse medical assessment over the duration of the Agreement. This amount is based on Children's Center conducting an average of 2.5 child abuse medical assessments per month paid at a rate of \$5,060 per child assessment conducted .</i>		
Recipient:	Children's Center	Agreement#: 12524
Address:	1713 Penn Lane	
	Oregon City, OR 97045	
Contact Person:	Anne Thiel	
Phone Number:	503.655.7725	
E-mail:	annethiel@childrenscenter.cc	
Funding for FY 25-26	\$151,800.00	
TOTAL BUDGET	\$151,800.00	
Senior Program Planner:	Sarah Van Dyke	
Department/Division:	H3S/Children, Family and Community Connections	
Phone:	971-284-3445	
E-mail:	svandyke@clackamas.us	

EXHIBIT C: REQUEST FOR REIMBURSEMENT

Exhibit C: Request for Reimbursement			
Recipient:	Children's Center		Agreement #: 12524
Address:	1713 Penn Lane		July 1, 2026 - June 30, 2027
	Oregon City, OR 97045		
Contact Person:	Anne Thiel	MONTH/YEAR REQUESTED:	
Phone Number:	503-655-7725		
E-mail:	annethiel@childrenscenter.cc		

Grant Award Amount - assessments	Current Reimbursement Request	Previously Requested	Balance
\$ 151,800.00	\$ -	\$ -	\$ 151,800.00

Request submitted by:	
Authorized Agency Representative	Date

Instructions:

Recipient will submit a monthly Request for Reimbursement with an authorized signature using this form.

Request for reimbursement will be submitted by the 15th of the month for the previous month.

Reimbursement for assessments shall be based on a rate per assessment of \$5,060 – 2.5 average assessments per month (30 total for the year) at \$12,650 per month as authorized in Exhibit B of this Agreement. Reimbursement shall not exceed \$151,800 per year.

Recipient agrees to keep accounting records consistent with generally accepted accounting principles, and further agrees to make these records available for review by County personnel, if necessary.

Requests for Reimbursement are subject to review and approval of the Senior Program Planner and Division Fiscal Representative. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.

Requests for Reimbursement shall be submitted electronically along with the Monthly Activity Report to:

Sarah Van Dyke/Senior Program Planner	Stephanie Radford/Fiscal Rep.
svandyke@clackamas.us	sradford@clackamas.us

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. SUBRECIPIENT agrees to expend funds in accordance with the approved budget provided in this agreement. All expenditures that exceed a budget line item by more than 10% or \$500, whichever is greater, must be approved in writing by COUNTY. Budget revisions must be submitted and approved prior to changing the budget. At no time may budget modification change the scope of the original grant application or Agreement.
- 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: Reimbursement Request on a monthly basis.
- k) **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 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, 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 or applicable state or federal 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, 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 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. 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, 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) **Compliance with Privacy Laws.** SUBRECIPIENT shall comply with all applicable state and federal privacy laws including, but not limited to, 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").
- f) **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.

6. **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 to resolve the dispute short of litigation. Each party will bear its own costs incurred for any mediation.

EXHIBIT E 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) **Abuse and Molestation Clause.**

Required by COUNTY NOT Required by COUNTY

As part of the Commercial General Liability policy, SUBRECIPIENT shall obtain Abuse and Molestation coverage in a form and with coverage satisfactory to COUNTY covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring,

employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom SUBRECIPIENT is responsible including but not limited to SUBRECIPIENT and SUBRECIPIENT's employees and volunteers. Policy endorsement's definition of an insured shall include SUBRECIPIENT, and SUBRECIPIENT's employees and volunteer. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.

- 6) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees".
- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
- 8) **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 to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its elected officials, employees and officers must be named as 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.
- 10) **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.
- 11) **Cross-Liability Clause.** A cross- liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- 12) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.