



John D. Wentworth, Clackamas County District Attorney

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December 11, 2025

BCC Agenda Date/Item: _____

Board of County Commissioner
Clackamas County

**Approval of a Local Subrecipient Grant Agreement between the District Attorney and the Children's Center of Clackamas County for child abuse medical referrals. Agreement Value is \$1,290,000 for 2 years. Funding is through the Oregon Department of Justice.
No County General Funds are involved.**

| | | | |
|-------------------------------------|--|---------------------------|--------------|
| Previous Board Action/Review | Approved FY 23-25 Subrecipient Agreement 4/11/24 | | |
| Performance Clackamas | Ensure safe, healthy, and secure communities for children. | | |
| Counsel Review | Yes | Procurement Review | No |
| Contact Person | Bob Willson | Contact Phone | 503-650-3011 |

BACKGROUND:

Since 2005, Clackamas County has received funding from the State of Oregon for Child Abuse Multi-Disciplinary Intervention (MDT). These funds are directed by the Clackamas County MDT to the Children's Center, the County's designated medical provider for child abuse, who responds to all child abuse referrals from Clackamas County agencies, mandatory reporters, and families.

The Children's Center is a partner in Clackamas County's response to child abuse, intervention, prevention, and prosecution. The Children's Center provides complete medical assessments, including complete physical examinations and videotaped interviews by trained professionals, to children suspected of being victims of abuse or neglect. Children are referred to the Children's Center from law enforcement agencies, child protective workers, parents, teachers, doctors, and others concerned with the welfare of the child. The Children's Center also provides law enforcement and prosecution with necessary information to proceed with prosecution and ensures that staff will be available to appear in judicial proceedings. The Children's Center also provides mental health crisis intervention and referral, support, education, and case management for families in Clackamas County struggling with issues of abuse or neglect.

RECOMMENDATION:

I respectfully recommend that the Board approve the attached 2025-2027 Subrecipient Grant agreement between Clackamas County, acting by and through its District Attorney's Office and The Children's Center of Clackamas County as submitted.

Respectfully submitted,

John D. Wentworth
District Attorney

| | |
|---|---|
| <p align="center">CLACKAMAS COUNTY, OREGON</p> <p align="center">LOCAL SUBRECIPIENT GRANT AGREEMENT CAMI-RSP-2025-ClackamasCo-00003</p> <p>Program Name: Clackamas County CAMI MDT</p> <p>Program Number: 240401-240426401-01</p> | |
| <p align="center">This Agreement is between Clackamas County, Oregon, acting by and through its District Attorney's Office ("COUNTY"), and The Children's Center of Clackamas County ("SUBRECIPIENT"), an Oregon Nonprofit Corporation.</p> | |
| Clackamas County Data | |
| Grant Accountant: <i>Marne Anderson</i> | Program Manager: <i>Rusty Amos</i> |
| Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5418 MAnderson@clackamas.us | Clackamas County District Attorney 807 Main Street, Rm 7 Oregon City, OR 97045 (503) 655-8431 RussellAmo@clackamas.us |
| Subrecipient Data | |
| Finance/Fiscal Representative: <i>Anne Thiel, Finance Director</i> | Program Representative: <i>Amy Hatton</i> |
| The Children's Center 1713 Penn Lane Oregon City, OR 97045 (503) 655-7725 annethiel@childrenscenter.cc | The Children's Center 1713 Penn Lane Oregon City, OR 97045 (503) 655-7725 amyhatton@childrenscenter.cc |
| FEIN: 75-3027143 | |

RECITALS

- Oregon law (ORS 418.746-418.796) requires that every county utilize a multidisciplinary approach to child abuse intervention. In 1989, the law specified that every county create a multidisciplinary team ("MDT") that is coordinated through each county's District Attorney's office. The legislature recognized then, as it does still today, that identifying and responding to child abuse is complicated and thus requires complex collaboration and consistent teamwork to address child abuse situations adequately.

In 1993, the Oregon Legislature established the Child Abuse Multidisciplinary Intervention ("CAMI") Program. The CAMI Program provides funding to counties for the development and ongoing support of community child abuse intervention centers (ORS 418.790 through 418.792), and for the development and maintenance of child abuse multidisciplinary teams (ORS 418.746 through 418.747). CAMI Program grant funds come from the Criminal Fines and Assessment

Account Public Safety Fund ("CFAA"). CFAA funds come from fines assessed on persons convicted of a crime, violation, or infraction by justice, municipal, district, circuit, and juvenile courts.

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2. The SUBRECIPIENT is a partner in COUNTY's response to child abuse, intervention, prevention, and prosecution. SUBRECIPIENT provides complete medical assessments, including complete physical examinations and videotaped interviews by trained professionals, to children suspected of being victims of abuse or neglect. Children are referred to as the SUBRECIPIENT from law enforcement agencies, child protective workers, parents, teachers, doctors, and others concerned for the welfare of the child. SUBRECIPIENT also provides law enforcement and prosecution with necessary information to proceed with prosecution and ensures that staff will be available to appear in judicial proceedings. SUBRECIPIENT also provides mental health crisis intervention and referral, support, education, and case management for families in Clackamas County struggling with issues of abuse or neglect.
3. COUNTY received \$1,343,499 from the State of Oregon for fiscal years 25-27 for Child Abuse Multi-Disciplinary Intervention (CAMI). Of these funds, \$1,290,000 are directed by the Clackamas County CAMI MDT to the SUBRECIPIENT, the county's designated medical provider for child abuse, who responds to all child abuse referrals from Clackamas County agencies, mandatory reporters, and families. This amount will be for two fiscal years and applied to The Children's Center Services (\$1,140,000), Healthy Boundaries & Behaviors (HBB) (\$60,000), and CAMI/MDT Facilitator (\$90,000).

This Grant Agreement ("Agreement") regarding financial assistance sets forth the terms and conditions pursuant to which the SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on June 30, 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, 2025**, 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 Statement of Program Objectives & Performance Reporting, attached hereto and incorporated by this reference herein. SUBRECIPIENT agrees to carry out the Program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in Exhibit A.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall perform all activities and programs in with the requirements of the Oregon Department of Justice's 2023-2025 State Child Abuse Multidisciplinary Intervention (CAMI) Intergovernmental Grant Agreement that is the source of the grant funding, in addition to compliance with the statutory requirements stated in ORS 418.746, and other required information in Exhibits A-J which are attached to and made a part of this agreement by this reference. SUBRECIPIENT shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable local or State agency 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 State other funding requirements.

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4. **Grant Funds.** COUNTY's funding for this Agreement is the CAMI-MDT-2025-ClackamasCo.DAVAPc-00003 issued to COUNTY by the State of Oregon, Department of Justice through their CAMI program. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$1,290,000**. This is a mixed fixed price grant for the MDT Coordinator role and cost reimbursement grant for the main program (see Exhibits A, B, and C). The award is conditional, and disbursements will be made in accordance with the schedule and requirements contained in Required Financial Reporting and Payment Request. Failure to comply with the terms of this Agreement may result in County pursuing any right or remedy available to it at law, in equity, or under this Agreement. Funds advanced and unspent must be returned to COUNTY within 30 days of the end of termination period in Section 1 if award conditions are not met.

4.1. **State Funds: \$1,290,000** in state funds are provided by the State of Oregon, Department of Justice through their CAMI program.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.

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

- a. At COUNTY's discretion, upon thirty (30) days' advance written notice to SUBRECIPIENT;
- b. Immediately upon written notice to SUBRECIPIENT if SUBRECIPIENT fails to comply with any term of this Agreement;
- c. At any time upon mutual agreement by COUNTY and SUBRECIPIENT;
- d. Immediately upon written notice provided to the 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 completion of improvements or upon termination of this Agreement, any unexpended balances shall remain with COUNTY.

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

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

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

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund

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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 to 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.

SUBRECIPIENT shall follow the same policies and procedures used for procurement from any other state or federal funds. Unless less restrictive than detailed below, SUBRECIPIENT shall use its own procurement procedures and regulations, provided that the procurement procedures and regulations conform to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.327.

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

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

- c) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from the 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 the COUNTY.

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- 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**

- i. **Indemnification of COUNTY.** 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.

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

- c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work 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

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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 is 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, 13 (a), (b), (d), (f), (g), (i), (j), (k), (m), and (n), 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

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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 [use template]
- Exhibit E: SUBRECIPIENT Insurance Requirements [use template]
- Exhibit I: State of Oregon, Department of Justice, CAMI-MDT funding source agreement
- Exhibit J: Grant Handbook

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
- Exhibit I
- Exhibit J

(Signature Page Follows)

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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

The Children's Center of Clackamas County

By: _____

By: Ann Thiel

Its: _____

Its: FINANCE DIRECTOR

Dated: _____

Dated: 12/01/25

Approved to Form

By: _____
County Counsel

Dated: _____

EXHIBIT A
SUBRECIPIENT SCOPE OF WORK AND PERFORMANCE REPORTING

| | |
|--|---------------------------------|
| PROGRAM NAME: Clackamas County CAMI MDT 240401-240426401-01 | CAMI-RSP-2025-ClackamasCo-00003 |
| SUBRECIPIENT: THE CHILDREN'S CENTER | |

Program Objectives

Main Program:

The Children's Center of Clackamas County's program is comprised of the following:

Children's Center is a medical evaluation center for children suspected of being victims of abuse or neglect. Children are referred to the Center from law enforcement agencies, child protective workers, parents, teachers, doctors, and others concerned for the welfare of a child.

Forensic Medical Assessments

Comprehensive head-to-toe exams to determine and document a child's health and safety by Medical Examiners trained in diagnosing child abuse and neglect. Medical exams provided for children identified under Karly's Law. Oregon state law requires investigative agencies to seek a medical evaluation within 48 hours for children who are found to have suspicious physical injuries. Drug screening for children endangered by exposure to drug use, distribution, or manufacturing. Screenings include urinalysis and hair testing.

Forensic Interviewing Services

Videotaped forensic interviews with Child Interviewers specially trained to talk to children of all ages and developmental levels. Child Interviewers work with the Medical Examiners as part of the medical evaluation.

Family Support

Support, referrals, education, and case management for families in Clackamas County struggling with issues of abuse or neglect. These services are offered to non-offending family members of children receiving evaluations at Children's Center as well as families in the community.

Community Outreach & Education

Training, presentations, and resources for local professional and community groups.

Medical Record Reviews

Review medical records and make recommendations for treatment or follow-up in cases of medical neglect, medical child abuse, and Karly's Law.

Non-Offending Caregiver Support Groups

Support groups for non-offending caregivers of children who have been sexually abused.

Response to Inappropriately Sexualized Kids ("Healthy Boundaries & Behaviors") Outreach

HBB was established by the Clackamas County Multi-Disciplinary Team to provide support, education, resources, and intervention to children under the age of 12 who are demonstrating sexually inappropriate behavior. The goal is to address the behaviors before they escalate and/or to prevent juvenile justice involvement.

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Coordinator Program:

SUBRECIPIENT shall provide administrative services as the Clackamas County Multidisciplinary Team ("MDT") Coordinator. The MDT is representative of all agencies and law enforcement working in the area of child abuse. This project is funded by the State of Oregon Child Abuse Multi-Disciplinary Intervention (CAMI) Grant.

Primary Tasks Include:

- Staffing MDT meetings and assisting in developing agendas; assisting in developing budgets, financial reports, writing grant proposals to the State Office of Services to Children and Families and other agencies.
- The CAMI MDT Coordinator is responsible for coordination with other MDT members.

Specific Tasks:

- Responsible for attending MDT meetings, developing agendas, taking minutes, and distributing information, etc.
- Assist in developing budget for review by MDT, performs fiscal record keeping, monitors expenditures, and prepares financial reports.
- Assists in development and coordination of training activities for MDT. Training may include but is not limited to direct training for MDT members, coordination of community training on mandatory reporting and purchase of training resources for team members and key community partners.
- Attending all MDT sub-committee meetings and assisting sub-committees with follow-through in fulfilling goals and objectives.
- Monitor child abuse legislation.
- Assist in developing protocols and procedures for MDT.
- Make travel arrangements for members attending training.
- Coordinates/Facilitates the HBB committee (Healthy Boundaries & Behaviors).
- Assists with grant proposals and reports for MDT and CAT Unit.
- Develops an evaluation system and tracks MDT progress for reporting to the state and/or other funders.
- Responsible for organizing quarterly Child Fatality Review committee meetings and reporting the committee's decisions and statistics to the National Child Fatality website.

Clackamas County commitment entails:

Oregon law (ORS 418.746-418.796) requires that every county utilize the MDT that is coordinated through each county's District Attorney's office. (Exhibit J - Grant Handbook, page 5)

The Clackamas County District Attorney's Office will manage CAMI funds¹ and assign a first assistance district attorney ("DDA") to chair the MDT. The DDA will ensure that local support is maintained, and conflicts are resolved appropriately. He or she will be responsible for ensuring that protocols are in place and MDT partner agencies adhere to the protocols to the greatest extent possible. (Exhibit J - Grant Handbook, pages 30-32).

¹ Spending authority remains with the MDT and is strictly tied to the agreed grant budget. (Exhibit J - Grant Handbook, page 15)

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Performance Standards**Children's Center Goals, Objectives, Outcomes**

1. **Goal: Provide** high quality and comprehensive medical assessments and support services for Clackamas County children suspected to be victims of abuse as part of a coordinated response from Clackamas County's MDT partners.

| A. Objectives | B. Activities | C. Target Outputs | D. Output Number | E. Outcomes |
|--|---|--|------------------|-------------|
| 1. Solicit feedback from patients and families | Administer satisfaction surveys to families served | 90% of families are satisfied with services | | |
| 2. Solicit feedback from MDT partners | Administer satisfaction surveys to partners who attend evaluations | 90% of partners are satisfied with overall services | | |
| 3. Staff providing services to families will be well trained | Provide opportunities to staff to access relevant training | 90% of staff providing services to families will attend relevant trainings | | |

2. **Goal: HBB Outreach**

Provide a coordinated approach to child abuse assessment and intervention that will be conducted efficiently and professionally with a focus on the safety of children to and to provide follow-up services and outreach for children, families, and other community agencies.

| A. Objectives | B. Activities | C. Target Outputs | D. Output Number | E. Outcomes |
|--|--|--|------------------|-------------|
| 1. Provide outreach, intervention and follow-up to HBB referrals | Initiate contact with families and provide education, support & referrals. | Provide outreach and resources to approx.50 families. | | |
| 2. Provide outreach, resources and education to local school districts, day care providers, etc. | Initiate or follow-up on school requests or identified agencies in need of training or resources | Provide 2-5 outreach training / resources to school districts, day care providers, law enforcement or other mandatory reporters. | | |
| 3. Coordinate with HBB Team members in providing services to families. | Attending all monthly HBB meetings. Coordinate with community agencies as needed. | Monthly reports of status / outcomes of cases referred to HBB Outreach. Quarterly reports documenting number of contacts, type of referral & outcomes. | | |

Performance Reporting Schedule

1. The Recipient must submit a Performance Report to the MDT Coordinator, two times per year. The Coordinator then submits the report to the State two times per year. COUNTY is copied on all reporting submission to the State. Reports will be due no later than 15 days after the end of the six-month reporting period:

January 15, 2026 (or following award execution), for the time frame 7/01/25 – 12/31/25

July 15, 2026, for the time frame 1/01/26 – 6/30/26

January 15, 2027, for the time frame 7/01/26 – 12/31/26

July 15, 2027, for the time frame 1/01/27 – 6/30/27

(a) Statistical report to include:

- a) Number of children referred to and seen for medical assessments.*
- b) Number of children referred to and seen for advocacy services (protective, intervention, prevention)*
- c) Number of children referred to and seen for treatment services (protective, intervention, prevention)*

(b) Progress Report to include:

- a) Goals, objectives, and outcomes*

2. The Recipient must submit an Annual Final Performance Report no later than July 15, 2026, and July 15, 2027.

All reports must be submitted in a format like the example below. The reports may be provided electronically. Reports must contain a discussion on each of the following:

- A comparison of actual accomplishments to the outputs / outcomes established in the Program description above for the period. The Final Performance Report should cover the entire program period.
- The reasons established outputs/outcomes were not met.
- Other pertinent information on the progress of the Project.

In addition to the Annual Performance Reports, the Recipient must notify Clackamas County Project Officer of developments that have a significant impact on the grant supported activities. The Recipient must inform Clackamas County Project Officer as soon as problems, delays or adverse conditions become known which will materially 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.

EXHIBIT B
SUBRECIPIENT PROGRAM BUDGET

| | |
|--|---------------------------------|
| PROGRAM NAME: Clackamas County CAMI MDT 240401-240424601-01 | CAMI-RSP-2025-ClackamasCo-00003 |
| SUBRECIPIENT: THE CHILDREN'S CENTER | |

| EXHIBIT B: SUBRECIPIENT BUDGET | | | |
|---|----------------------------------|----------------------------------|----------------------------------|
| Organization: | The Children's Center | | |
| Funded Program Name: | Clackamas County CAMI MDT | | |
| Program Contact: | Amy Hatton | | |
| Agreement Term: | July 1, 2025 - June 30, 2027 | | |
| | Approved Award Amount | Approved Award Amount | Approved Award Amount |
| Approved Award Budget Categories | 07/01/25 - 06/30/26 | 07/01/26 - 06/30/27 | Total |
| Personnel | | | |
| MDT Coordinator Salary and Fringe | \$ 45,000.00 | \$ 45,000.00 | \$ 90,000.00 |
| HBB Salary and Fringe | \$ 30,000.00 | \$ 30,000.00 | \$ 60,000.00 |
| Total Personnel Services | \$ 75,000.00 | \$ 75,000.00 | \$ 150,000.00 |
| Contractual Services | \$ 570,000.00 | \$ 570,000.00 | \$ 1,140,000.00 |
| Total Programmatic Costs | \$ 570,000.00 | \$ 570,000.00 | \$ 1,140,000.00 |
| | | | |
| Total Grant Costs | \$ 645,000.00 | \$ 645,000.00 | \$ 1,290,000.00 |

EXHIBIT C
REQUEST FOR REIMBURSEMENT

Grant disbursements will be made in equal, quarterly installments for the following periods:

- October 2025 for period ending July 1, 2025 – September 30, 2025
- January 2026 for period ending October 1, 2025 – December 31, 2025
- April 2026 for period ending January 1, 2026 – March 31, 2026
- July 2026 for period ending April 1, 2026 – June 30, 2026
- October 2026 for period ending July 1, 2026 – September 30, 2026
- January 2027 for period ending October 1, 2026 – December 31, 2026
- April 2027 for period ending January 1, 2027 – March 31, 2027
- July 2027 for period ending April 1, 2027 – June 30, 2027

SUBRECIPIENT will submit an invoice for reimbursement by the 15th of the month following the period end. The final invoice (April-June 2027) should be received by COUNTY by July 15th, 2027.

Invoice for main program will be based on cost-reimbursement for actual allowable expenditures incurred and include a profit and loss or other report supporting program expenses for the reporting period.

Invoice for MDT coordinator role will include quarterly reimbursement request for flat fee of \$11,250 per quarter. Invoice reporting should include a total of hours worked for each day during the reimbursement period.

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 of documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
- c) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.
- d) **Cost Principles.** SUBRECIPIENT shall only use grant funds for eligible costs set forth in Exhibit A. Costs disallowed by the funding agency listed in the body of this Agreement shall be the liability of the SUBRECIPIENT.
- e) **Period of Availability.** SUBRECIPIENT may charge for 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 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 voluntarily foregoes 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 C: Required Financial Reporting and Payment Request.
- j) **Performance Reporting.** SUBRECIPIENT shall comply with reporting requirements as specified in Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting.

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- k) **Financial Reporting.** Upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit C: Required Financial Reporting and Payment Request on a quarterly basis.
- l) **Closeout.** COUNTY will close out 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 Department of Justice CAMI-MDT-2025-ClackamasCo.DAVAP-00003 and/or COUNTY, no later than 15 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 Department of Justice, 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 the State of Oregon 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 Clackamas County CAMI MDT - Oregon Department of Justice award number CAMI-MDT-2025-ClackamasCo.DAVAP-00003 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 Confidentiality Laws.

SUBRECIPIENT may, in the course of the Program, be exposed to or acquire information that is protected under applicable law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), the regulations governing disclosure of substance use disorder information under 42 C.F.R. Part 2, and state law regarding the protection of personal information, as defined by ORS 646A.602. SUBRECIPIENT shall comply with all applicable local, state, or federal laws regarding the confidentiality of protected information.

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) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- b) **Compliance With Applicable Law.** SUBRECIPIENT shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- c) **Conflict Resolution.** If potential, actual, or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to this Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the Program. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

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- d) **Confidential Information.** SUBRECIPIENT acknowledges that it and its employees and agents may, while 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 to resolve the dispute short of litigation. Each party will bear its own costs incurred for any mediation or non-binding arbitration.

EXHIBIT E

SUBRECIPIENT INSURANCE REQUIREMENTS

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

- 1) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$500,000.

- 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,

- 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 claim/\$2,000,000 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. If coverage is provided on a claim made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Subrecipient shall provide Continuous Claims Made coverage.

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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 volunteers. 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 and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" and "State of Oregon, its officers, employees, and agents" as an additional insured with respect to SUBRECIPIENT's activities to be performed under this Agreement.
- 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 the 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 doing business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 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.

**COUNTY COUNSEL
DOCUMENT REVIEW - TRANSMITTAL FORM**

DATE:

TO COUNTY COUNSEL ATTORNEY:

FROM:

EXTENSION: **DEPARTMENT/DIVISION:**

BILL TO

TYPE OF DOCUMENTS:

NAME OF DOCUMENTS:

REQUESTED RETURN DATE:

Requestor Comments:

=====

APPROVED AS TO FORM:

County Counsel: _____ **Date:** _____

Counsel Comments:
