

June 26, 2025

Board of County Commissioners
Clackamas County

Approval of a Subrecipient Grant Agreement with Northwest Family Services to provide youth substance use prevention programming. Agreement Value is \$220,000 for 1 year. Funding is through County Opioid Settlement Funds. No County General Funds are involved.

Previous Board Action/Review	No previous board action		
Performance Clackamas	1. Ensure safe, healthy, and secure communities.		
Counsel Review	Yes, Ryan Hammond	Procurement Review	No
Contact Person	Jessica Duke	Contact Phone	971-291-8569

EXECUTIVE SUMMARY: The Children, Family & Community Connections (CFCC) Division of the Health, Housing, and Human Services Department requests the approval of a Subrecipient Grant Agreement with Northwest Family Services (NWFS) for the PreventNet program. PreventNet is a primary prevention program created in 2001, designed to address the root causes of youth substance use through structured support, evidence-based interventions, and youth-centered activities. PreventNet is a service system to improve outcomes for high-risk youth and their families by creating a web of support between schools, non-profit agencies, community members, local businesses, and local government. NWFS will provide PreventNet program services targeting middle school students in Urban Clackamas County.

- 92% of youth stated that they feel more connected to their school and community after participating in the program (2024)
- 95% of youth demonstrated increased knowledge about substance use/misuse (2024)

Agreement value is \$220,000 for 1 year for services from July 1, 2025, through June 30, 2026.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve this agreement (12191) and Authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh
Mary Rumbaugh

Director of Health, Housing and Human Services

For Filing Use Only

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 Phone (503) 650-5697 Fax (503) 655-8677
Clackamas.us/h3s

CLACKAMAS COUNTY, OREGON SUBRECIPIENT GRANT AGREEMENT	
Project Name: <i>PreventNet – Urban</i> Project Number: H3S #12191	
This Agreement is between Clackamas County , Oregon, acting by and through its Health, Housing and Human Services Children, Family and Community Connections Division ("COUNTY"), and Northwest Family Services ("SUBRECIPIENT"), an Oregon Nonprofit Corporation.	
Clackamas County Data	
Grant Accountant: <i>Bouavieng Bounnam</i>	Program Manager: <i>Elizabeth White</i>
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5429 financegrants@clackamas.us	Children, Family and Community Connections 112 11 th Street Oregon City, OR 97045 503-502-4087 ewhite@clackamas.us
Subrecipient Data	
Finance/Fiscal Representative: <i>Rose Fuller</i>	Program Representative: <i>Jazmin Kling</i>
Northwest Family Services 6200 SE King Road Portland, OR 97222 503-546-9397 rfuller@nwfs.org	Northwest Family Services 6200 SE King Road Portland, OR 97222 503-546-6377 jkling@nwfs.org
UEI: FSXYX2BH3T18	

RECITALS

1. PreventNet was created in 2001 as a community/school-based service system to improve outcomes for high-risk youth and their families by creating a web of support between schools, non-profit agencies, community members, local business, and local government. It includes evidence-based prevention and early intervention services provided in schools to:
 - Increase protective factors by building nurturing relations with positive adult role models, improving attachment to school, building leadership and problem-solving skills;
 - Reduce risk factors and address root causes of youth substance use through structured, youth-centered activities and tailored support.
 - Support academic success by improving academic performance, reducing truancy, addressing alcohol and drug use by supporting the whole student and their family, connecting youth and their families to appropriate resources and services.

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2. **SUBRECIPIENT** is a non-for-profit organization whose mission is to support family stability, child well-being, and victims of crime by focusing on the social determinants of health. **SUBRECIPIENT** has been providing PreventNet services for over 10 years. Board of County Commissioners has allocated funding for this Agreement following the receipt of Opioid Settlement Funds. **COUNTY**, through this Agreement, is awarding grant funds to **SUBRECIPIENT** in support of the continuation to provide PreventNet services.
3. **SUBRECIPIENT** will continue to deliver PreventNet services as outlined in the Scope of Work, in partnership with schools, county agencies and other community stakeholders. PreventNet includes a range of activities designed to enhance protective factors, develop life skills, and foster positive peer and adult relationships that reduce risk factors associated with youth substance use.

SUBRECIPIENT will provide PreventNet services that align with the service locations and activities outlined in the Scope of Work. Specific activities will be tailored to local needs and program capacity.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on **June 30, 2026**, unless 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, 2026**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in the attached Exhibit A: Subrecipient Statement of Program Objectives & Performance Reporting. **SUBRECIPIENT** agrees to carry out the Program in accordance with the terms and conditions of this Agreement and according to **SUBRECIPIENT** Scope of Work and Performance Reporting 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. **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 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 County funding requirements.
4. **Grant Funds.** **COUNTY**'s funding for this Agreement Clackamas County Opioid Settlement Funds. The maximum, not to exceed, grant amount **COUNTY** will pay is **\$220,000**. This is a cost reimbursement grant, the award is conditional, and disbursements will be made in accordance with the schedule and requirements contained in Exhibit C: Required Financial Reporting and Payment Request. 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. Funds advanced and unspent must be returned to **COUNTY** within 30 days of the end of termination period in Section 1 if award conditions are not met.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT** must submit a written request including a justification for any amendment to **COUNTY** in writing at least forty-five (45) calendar days before this Agreement expires. No

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payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. 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:
- At COUNTY's discretion, upon thirty (30) days' advance written notice to SUBRECIPIENT;
 - Upon SUBRECIPIENT'S default under this Agreement, following thirty (30) days' notice with an opportunity to cure;
 - Upon mutual agreement by COUNTY and SUBRECIPIENT;
 - Immediately upon written notice provided by COUNTY that funds are no longer available for this purpose; and/or
 - 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 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:
- Has already accrued hereunder;
 - Comes into effect due to the expiration or termination of the Agreement; or
 - Otherwise survives the expiration or termination of this Agreement.

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

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.
10. **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.**
- 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.
 - Indemnification.** SUBRECIPIENT agrees to indemnify, defend, and hold COUNTY, and its elected officials, officers, employees, and agents, harmless with respect to any claim, cause,

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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.

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- 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 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.

CLACKAMAS COUNTY

NORTHWEST FAMILY SERVICES

By: _____

By: Rose Fuller

Its: _____

Its: Exec. Director

Dated: _____

Dated: 6/5/2025

Approved to Form

By: [Signature]
County Counsel

Dated: 06/05/2025

EXHIBIT A
SUBRECIPIENT SCOPE OF WORK AND PERFORMANCE REPORTING

PROGRAM NAME: PreventNet
SUBRECIPIENT: Northwest Family Services

Program Objectives

PreventNet is a primary prevention program designed to address the root causes of youth substance use through structured support, evidence-based interventions and youth-centered activities. The program's services are tailored to meet the unique needs of each youth, focusing on enhancing protective factors and reducing risk factors associated with substance use.

PreventNet includes a range of activities designed to build resilience, develop essential life skills, and create supportive networks that reduce the appeal of substance use. These activities are centered on intensive engagement, skill development, and positive reinforcement through adult mentorship and peer interaction. The core activities of PreventNet include:

- Core Youth Services
- LifeSkills, Circle Groups, and other Evidence-Based Programs
- Mentorship
- Homework Assistance
- Science, Technology, Engineering, and Mathematics (STEM)
- Career Development
- Prevention Education
- Community Service
- Youth Leadership

Scope of Work

Northwest Family Services will provide PreventNet services to a minimum of 120 unduplicated youth at Rowe Middle School, Alder Creek Middle School, Gardiner Middle School and Kraxberger Middle School. These locations may be adjusted to other schools serving similar populations, pending approval by CFCC staff.

Youth who only engage in **single-session activities** *are not included* in the count of the **120 minimum youth served**.

Northwest Family Services is not required to provide all the listed activities. These represent the range of recognized services available under the program, allowing for flexibility to choose based on local needs and capacity.

Core Youth Services

Core Youth are identified based on their risk of poor attachment and engagement within both school and community settings.

Once identified, Core Youth receive individualized support from PreventNet staff that is holistic and responsive to their unique needs. This support includes homework assistance aimed at improving academic performance and fostering stronger connection to learning, as well as assistance in overcoming barriers that may prevent participation in extracurricular activities or other opportunities that enhance positive youth development.

Core Youth are encouraged to participate in other PreventNet services and also connected to community resources. These connections includes access to basic needs support, medical and dental care, mental health services, and health insurance coverage through the Oregon Health Plan (OHP) or other available programs. Additionally, if a need for substance use intervention is identified, staff facilitate referrals for drug and alcohol assessment and treatment services.

Other Youth Services

Youth in schools and communities served by PreventNet will have opportunities to engage in the following activities:

- **LifeSkills, Circle Groups, and other Evidence-Based Programs** that focus on resilience building, decision-making skills, and fostering healthy social interactions.
- **Mentorship** activities that allow to connect with trusted adults who guide them through challenges, support goal setting, and help strengthen their connections with peers, school and community.
- **Homework Assistance** designed to improve learning outcomes and school engagement.
- **Science, Technology, Engineering, and Mathematics (STEM)** activities that encourage critical thinking and problem-solving while inspiring interest in STEM fields while building technical skills.
- **Career Development** activities focused on preparing youth for future employment opportunities by equipping them with job-readiness skills and career exploration experiences.
- **Prevention Education** aimed at building critical life and social skills, including decision-making, refusal skills, media literacy, and systematic judgment abilities.
- **Community Service** activities to provide youth with opportunities to engage positively with their communities.
- **Youth Leadership** activities empower youth to take on leadership roles in their communities, fostering confidence, accountability, and connection.

Performance Outcomes

- 90% of youth participating in PreventNet programs will demonstrate increased knowledge about substance use/misuse.
- 90% percent of participating in PreventNet programs will state that they feel more connected to their school and community after participating in the program.

Performance Reporting Requirements

SUBRECIPIENT must submit a Quarterly Performance Report, to Clackamas County, no later than the 15th day of the month following the end of the quarter:

Quarter ending September 30, 2025	Due October 15, 2025
Quarter ending December 31, 2025	Due January 15, 2026
Quarter ending March 31, 2026	Due April 15, 2026
Quarter ending June 30, 2026	Due July 15, 2026

CFCC will provide a reporting tool that captures the required performance measures and work with the SUBRECIPIENT to develop a survey aimed at measuring program engagement and the effectiveness of the interventions to assess additional outcomes. These surveys will assess shifts in perception, resistance skills, and competencies through pre- and post-program evaluations.

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The reporting tool will be used to gather the following reporting requirements:

- Specific programs/services received by participants including frequency of services provided.
- The number of unique individuals enrolled in programs/services.
- The number of unique individuals that have participated in a program and/or received a service.
- The percentage of unique individuals who are successful in the program
 - Percent participating in PreventNet programs that demonstrate increased knowledge about substance use/misuse.
 - Percent participating in PreventNet programs that state that they feel more connected to their school and community after participating in the program.
- Demographic information on individuals served.
- Quarterly progress of completed activities including effectiveness, barriers and changes made to project.

Additional Outcomes:

- Percentage of Youth who Received Homework Assistance
- Percentage of Youth with Improved Academic Performance
- Percentage of Youth who Participated in Afterschool Activities
- Percentage of Youth who Improved or Maintained Attendance

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 Children, Family & Community Connections prior to distribution. Media communications should also acknowledge CFCC.

EXHIBIT B
SUBRECIPIENT Program Budget

PROGRAM NAME: PreventNet
SUBRECIPIENT: Northwest Family Services

EXHIBIT B: SUBRECIPIENT BUDGET	
<i>Organization:</i> Northwest Family Services	
<i>Program Name:</i> PreventNet - Milwaukie/Gladstone	
<i>Program Contact:</i> Jazmin Kling	
<i>Agreement Term:</i> July 1, 2025-June 30, 2026	
<i>Approved Award Budget Categories</i>	<i>Total Budget</i>
Personnel Services	
Program Staff - \$54,080 @ 1.0 FTE x 12 months	54,080.00
Program Staff - \$54,080 @ 1.0 FTE x 12 months	54,080.00
Peer Support - \$52,000@ 0.50 FTE x 12 months	26,000.00
Program Supervision - \$80,000 @ 0.20 FTE x 12 months	16,000.00
Fringe @ 26%	37,473.00
Total Personnel Services	187,633.00
Program Costs	
Direct Supports and Assistance to Youth (clothes, incentives, bus passes, etc.)	4,000.00
Supplies and Materials (office and program supplies including books)	4,455.00
Travel & Transportation (mileage, etc)	1,764.00
Telecommunication (2.8 FTE x \$45 x 12)	1,512.00
Professional Development and Training	1,000.00
Total Programmatic Costs	12,731.00
Indirect @ 10% of Personnel Services and Programmatic Costs	19,636.00
Total Indirect Costs	19,636.00
Total Approved Budget	220,000.00

**EXHIBIT C
REQUIRED FINANCIAL REPORTING AND PAYMENT REQUEST**

PROGRAM NAME: PreventNet
SUBRECIPIENT: Northwest Family Services

EXHIBIT C: REQUEST FOR REIMBURSEMENT-PreventNet				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:				
<ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount 				
Contractor: Northwest Family Services Address: 6200 SE King Rd Portland, OR 97222 Contact Person: Jazmin Kling Contact Info: PreventNet - Milwaukie/Gladstone Term: 7/1/25-6/30/26	Contract Number: 12191 Report Period: PreventNet Opioid			
Budget Category	Approved Budget 7/1/25-6/30/26	Current Draw Request	Previously Requested	Balance
<u>Personnel (List each position separately)</u>				
Program Staff - \$54,080 @ 1.0 FTE x 12 months	\$ 54,080	\$ -	\$ -	\$ 54,080
Program Staff - \$54,080 @ 1.0 FTE x 12 months	\$ 54,080	\$ -	\$ -	\$ 54,080
Peer Support - \$52,000 @ 0.50 FTE x 12 months	\$ 26,000	\$ -	\$ -	\$ 26,000
Program Supervision - \$80,000 @ 0.20 FTE x 12 months	\$ 16,000	\$ -	\$ -	\$ 16,000
Fringe @ 26%	\$ 37,473	\$ -	\$ -	\$ 37,473
	\$ 187,633	\$ -	\$ -	\$ 187,633
<u>Indirect @ 10% of personnel and programatic costs</u>				
Indirect	\$ 19,636	\$ -	\$ -	\$ 19,636
	\$ 19,636	\$ -	\$ -	\$ 19,636
<u>Program costs</u>				
Direct Supports and Assistance to Youth	\$ 4,000	\$ -	\$ -	\$ 4,000
Program Supplies and Materials	\$ 4,455	\$ -	\$ -	\$ 4,455
Travel and Transportation	\$ 1,764	\$ -	\$ -	\$ 1,764
Telecommunication	\$ 1,512	\$ -	\$ -	\$ 1,512
Professional Development and Training	\$ 1,000	\$ -	\$ -	\$ 1,000
	\$ 12,731	\$ -	\$ -	\$ 12,731
Total Budget	\$ 220,000	\$ -	\$ -	\$ 220,000
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.				

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.

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- 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, Oregon State University, 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)

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

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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

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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 and Pollution Liability Insurance, 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.