

November 29, 2018

Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval of Amendment #14 for the Intergovernmental Agreement with the  
 State of Oregon, acting by and through its Oregon Health Authority,  
for Operation as the Local Public Health Authority for Clackamas County

<b>Purpose/Outcomes</b>	Amendment #14 makes the following changes: 1. Adds a sub-element to Exhibit A for SPArC 2. Increases award to PE 13-02 – Tobacco prevention and Education (TPEP) – SPArC
<b>Dollar Amount and Fiscal Impact</b>	Amendment #14 increases this Agreement by \$299,211. for a new Contract maximum value of \$6,440,896..
<b>Funding Source</b>	State of Oregon, Oregon Health Authority. No County General Funds are involved.
<b>Duration</b>	Effective upon signature and terminates on June 30, 2019
<b>Strategic Plan Alignment</b>	1. Improved community safety and health 2. Ensure safe, health and secure communities
<b>Previous Board Action</b>	The Board previously reviewed and approved this agreement on October 26, 2017 Agenda item 102617-A6, June 22, 2017, Agenda item 062217-A3 and October 5, 2017, Agenda item 100517-A2, April 12, 2018 Agenda item 041218-A2, June 7, 2018, Agenda item 060718-A11, June 14, 2018, Agenda item 061418-A3, September 27, 2018 , 092718-A5, November 8, 2018, Agenda item 110818- A-1
<b>Contact Person</b>	Dawn Emerick, Public Health Director – 503-655-8479
<b>Contract No.</b>	8327-13

**BACKGROUND:**

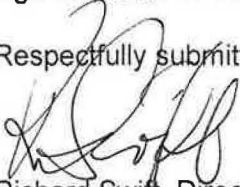
The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #14 for the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. Amendment #14 increases this Agreement by \$299,211. for a new Contract maximum value of \$6,440,896.

This Amendment is effective upon signature and continues through June 30, 2019. This contract has been reviewed by County Counsel on November 05, 2018.

**RECOMMENDATION:**

Staff recommends the Board approval of this amendment and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', written in a cursive style.

Richard Swift, Director  
Health, Housing, and Human Services

Agreement #154103



**FOURTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY  
2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Fourteenth Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2017, and restated July 1, 2018 (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County, acting by and through its Public Health Department (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify a definition set forth in Exhibit A of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2019 (FY19) Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

- Exhibit A “Definitions”, Section 16 “Program Element” is amended to add a sub-element under Program Element title PE 13 TPEP as follows:

<u>PE NUMBER AND TITLE</u> • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB- RECIPIENT (Y/N)
• SPArC	OF	N/A	N/A	N	N

- Section 1 of Exhibit C entitled “Financial Assistance Award” of the Agreement for FY19 is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C as restated July 1, 2018, entitled “Explanation of Financial Assistance Award” of the Agreement.
- LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
- Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- The parties expressly ratify the Agreement as herein amended.

7. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

8. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

9. **Signatures.**

By: \_\_\_\_\_

Name: /for/ Lillian Shirley, BSN, MPH, MPA

Title: Public Health Director

Date: \_\_\_\_\_

**CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

By: \_\_\_\_\_

Name: Richard Swift

Title: Director, Health, Housing and Human Services

Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Agreement form group-approved by D. Kevin Carlson, Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 16, 2018, copy of email approval in Agreement file.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

By: \_\_\_\_\_

Name: Derrick Clark (or designee)

Title: Program Support Manager

Date: \_\_\_\_\_

**Attachment A  
Financial Assistance Award (FY19)**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 3	
<b>1) Grantee</b> Name: Clackamas County Public Health		<b>2) Issue Date</b> October 23, 2018	<b>This Action</b> AMENDMENT FY 2019	
Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045		<b>3) Award Period</b> From July 1, 2018 Through June 30, 2019		
<b>4) OHA Public Health Funds Approved</b>				
Program	Award Balance	Increase/ (Decrease)	New Award Bal	
PE01 State Support for Public Health	486,823		486,823	
PE03 Tuberculosis Case Management	0		0	
PE07 HIV Prevention Services	130,555		130,555	
PE12 Public Health Emergency Preparedness and Response (PHEP)	164,085		164,085	
PE13 Tobacco Prevention and Education Program (TPEP)	227,587		227,587	
PE13-02 Tobacco Prevention and Education (TPEP) - SPArC	0	299,211	299,211	
PE27-02 PDOP - Opioid State Targeted Response (OSTR)	79,583		79,583	
PE40-01 WIC NSA: July - September	200,074		200,074	
PE40-02 WIC NSA: October - June	600,221		600,221	
PE40-03 BFPC: July - September	17,353		17,353	
PE40-04 BFPC: October - June	52,058		52,058	
PE40-05 Farmer's Market	3,769		3,769	
PE42-01 MCAH Title V CAH	36,671		36,671	
PE42-02 MCAH Title V Flexible Funds	85,564		85,564	
PE42-03 MCAH Perinatal General Funds & Title XIX	11,490		11,490	
PE42-04 MCAH Babies First! General Funds	36,708		36,708	
PE42-05 MCAH Oregon Mothers Care Title V	8,834		8,834	
PE42-06 MCAH General Funds & Title XIX	21,556		21,556	

**State of Oregon  
Oregon Health Authority  
Public Health Division**

<b>1) Grantee</b> Name: Clackamas County Public Health  Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045	<b>2) Issue Date</b> October 23, 2018	<b>This Action</b> AMENDMENT FY 2019
	<b>3) Award Period</b> From July 1, 2018 Through June 30, 2019	

<b>4) OHA Public Health Funds Approved</b>			
<b>Program</b>	<b>Award Balance</b>	<b>Increase/ (Decrease)</b>	<b>New Award Bal</b>
PE43 Public Health Practice (PHP) - Immunization Services (Vendors)	91,961		91,961
PE44-01 SBHC Base	224,000		224,000
PE44-02 SBHC - Mental Health Expansion	336,700		336,700
PE46 RH Community Participation & Assurance of Access	34,947		34,947
PE50 Safe Drinking Water (SDW) Program (Vendors)	147,475		147,475
	<b>2,998,014</b>	<b>299,211</b>	<b>3,297,225</b>

**5) Foot Notes:**

- PE03 1 Tuberculosis funding has been changed to a fee for service model.
- PE13-02 1 The LPHA award amount is designated for the agency-approved SPARc work plan on file with OHA. The performance period is Aug. 1, 2018 - June 30, 2019. A separate expenditure report for this funding is required for SPARc work done under Project Element 13.
- PE40-01 1 Award for July - September should be spent by 9/30/18
- PE40-02 1 Award for October - June should be spent by 6/30/19
- PE40-03 1 Award for July - September to be spent by 9/30/18
- PE40-04 1 Award October - June to be spent by 6/30/19
- PE40-05 1 Award is one-time funding to be spent by 11/30/18
- PE42-01 1 For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).
- PE42-01 2 Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.
- PE42-02 1 For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).
- PE42-02 2 Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.
- PE42-03 1 Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).
- PE42-04 1 For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).
- PE42-05 1 For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).
- PE42-05 2 Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.

State of Oregon Oregon Health Authority Public Health Division			Page 3 of 3
<b>1) Grantee</b> Name: Clackamas County Public Health  Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045	<b>2) Issue Date</b> October 23, 2018	<b>This Action</b> AMENDMENT FY 2019	
		<b>3) Award Period</b> From July 1, 2018 Through June 30, 2019	
<b>4) OHA Public Health Funds Approved</b>			
<b>Program</b>	<b>Award Balance</b>	<b>Increase/ (Decrease)</b>	<b>New Award Bal</b>
PE42-06 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE43 1	All Award Must be Spent by the End of June 30, 2019		
PE43 2	Immunization Special Payments is Funded by State General Fund and Matched dollar for Dollar with Federal Medicaid Match.		
<b>6) Comments:</b>			
PE40-01	Nutrition Ed of \$40,015 & BF of \$7,314 to be spent by 9/30/18		
PE40-02	Nutrition Ed of \$120,044, BF of \$21,942 to be spent by 6/30/19		
PE50	\$13,273 must be spent from 7/1/18 to 9/30/18. \$39,818 must be spent from 10/1/18 to 6/30/19. (for portion of award with federal funding source CFDA 66.432)		
PE03	\$3,248 must be spent by 12/31/18		
PE27-02	\$79,583 in FY19 is balance of OSTR Year 2 Funding available 7/1/18-4/30/19 only.		
PE07	\$40,282 must be spent by 12/31/18		
PE42-01	\$9,168 must be spent from 7/1/18 to 9/30/18. \$27,503 must be spent from 10/1/18 to 6/30/19.		
PE46	\$5,038 for period 7/1/18 to 8/31/18. Remaining award for 9/1/18 to 3/31/19		
PE42-02	\$21,391 must be spent from 7/1/18 to 9/30/18. \$64,173 must be spent from 10/1/18 to 6/30/19.		
PE42-05	\$2,208 must be spent from 7/1/18 to 9/30/18. \$6,626 must be spent from 10/1/18 to 6/30/19.		
<b>7) Capital outlay Requested in this Action:</b>			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>	<b>PROG APPROV</b>

November 29, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #2 to an Intergovernmental Agreement with  
the State of Oregon, Department of Consumer and Business Services,  
Senior Health Insurance Benefits Assistance (SHIBA)

<b>Purpose/Outcomes</b>	To provide grant funds for the Medicare Improvements for Patients and Providers Act (MIPPA) program to provide education for Medicare beneficiaries about public benefits.
<b>Dollar Amount and Fiscal Impact</b>	This amendment adds \$13,000 for a new revenue total of \$32,500.
<b>Funding Source</b>	The Oregon Department of Human Services' State Unit on Aging (SUA) received a Medicare Improvements for Patients and Providers Act (MIPPA) grant from the Administration for Community Living (ACL). This grant will support the continued partnership between the SUA, the Senior Health Insurance Benefits Assistance (SHIBA) program and Multnomah County Aging and Disability Services (MCADS) to expand and enhance outreach and application assistance for low income individuals who are potentially eligible for the Low Income Subsidy (LIS) or the Medicare Savings Program (MSP). No match requirements. No County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	September 30, 2018 through September 29, 2020
<b>Previous Board Action</b>	The original agreement was approved by the Board of County Commissioners on December 15, 2016, agenda item 121916-A11. Amendment #1 was approved on November 30, 2017, 113017-A1.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	7916

**BACKGROUND:**

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests approval of Amendment #2 to the Intergovernmental Grant Agreement (IGA) from the State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA). This IGA provides funding to educate Medicare beneficiaries about public benefits, and enroll those who are eligible in limited-income subsidy for Part D and Medicare Savings Programs.

SHIBA is designed to educate senior and other Medicare recipients of their rights, resources and needs relating to Medicare and other health insurance. These services are invaluable to our seniors and citizens with disabilities and provide a much needed resource for our most vulnerable populations.

*Healthy Families. Strong Communities.*



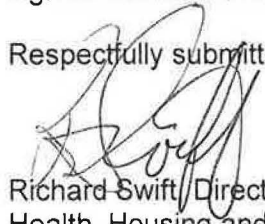
The Senior Medicare Patrol (SMP) grant funds help the Volunteer Connection SHIBA program improve and expand State efforts to provide Medicare/Medicaid beneficiaries education of healthcare fraud, errors and abuse. Outreach efforts focus on high populations in rural, Hispanic and tribal communities.

This amendment was received from the State on October 29, 2018 and it extends the end date of the Intergovernmental Agreement by two years to September 29, 2020. The amendment adds \$13,000 for a new agreement total of \$32,500. County Counsel reviewed and approved the amendment on November 6, 2018. There are no match requirements and no County General Funds are involved.

**RECOMMENDATION:**

Staff recommends the approval of this amendment, and that Richard Swift, H3S Director, be authorized to sign all documents necessary on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director  
Health, Housing and Human Services Department

**AMENDMENT #2 to  
INTERGOVERNMENTAL AGREEMENT # 45G000205**

1. This agreement is between the State of Oregon Acting by and through its Department of Consumer and Business Services, Oregon Health Insurance Marketplace, Senior Health Insurance Benefit Assistance Program (“Agency”), and Clackamas County acting by and through its Health, Housing & Human Services Department, Social Services Division (“Local Government”).
2. The Contract is hereby amended as follows (new language is indicated by bold underlining font, and deleted language is indicated by strikethrough font).

SECTION 2: PURPOSE

The State of Oregon has received a Federal grant **from the Administration for Community Living under funding opportunity number HHS-CIP-MI-18-001 and CFDA number 93.071. Funds are intended to support the objectives of the Medicare Improvements for Patients and Providers Act (MIPPA)** to educate Medicare beneficiaries about public benefits, and enroll those who are eligible in Limited-Income Subsidy for Part D (also known as LIS or Extra Help) and Medicare Savings Programs (QMB, SMB, SMF). The grant requires involvement of the Senior Health Insurance Benefit Assistance Program (SHIBA), Aging and Disability Resource Connection (ADRC) and the Area Agency on Aging (AAA) programs statewide. Agency will coordinate efforts of SHIBA sponsors statewide. Multnomah County will ~~act as a sub-grantee to~~ coordinate efforts of ADRC and AAA programs, and conduct statewide outreach. Local Government is a SHIBA sponsor covering Clackamas County.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement shall be effective retroactively to September 30, 2015, and terminates on **September 29, 2020** ~~September 29, 2018~~, unless terminated earlier in accordance with Section 16. This Agreement may be extended if the grant period is extended or for additional grant years.

SECTION 6: COMPENSATION AND PAYMENT TERMS

- 6.1 A) Agency agrees to pay Local Government a not-to-exceed amount of \$6,500.00 for performance of the work set forth in Exhibit A for the period of September 30, 2015 through September 29, 2016. Funding for future years is dependent on Agency receiving grant awards from the Administration for Community Living (ACL).
- B) Agency agrees to pay Local Government a not-to-exceed amount of \$6,500.00 for performance of the work set forth in Exhibit A for the period of September 30, 2016 through September 29, 2017. Funding for future years is dependent on Agency receiving grant awards from the Administration for Community Living (ACL).
- C) Agency agrees to pay Local Government a not-to-exceed amount of \$6,500.00 for performance of the work set forth in Exhibit A for the period of September 30, 2017 through September 29, 2018. Funding for future years is dependent on Agency receiving grant awards from the Administration for Community Living (ACL).
- D) Agency agrees to pay Local Government a not-to-exceed amount of \$13,000.00 for performance of the work set forth in Exhibit A for the period of September 30, 2018 through September 29, 2020. Funding for future years is dependent on Agency receiving grant awards from the Administration for Community Living (ACL).**

## SECTION 24: COMPLIANCE WITH LAW

### 24.3 Miscellaneous Federal Provisions:

24.3.1 Local Government shall comply and cause all subcontractors to comply with all federal laws, regulations and executive orders applicable to the Agreement. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated:

- Age Discrimination Act of 1975
- Civil Rights Act of 1964 (Title VI)
- Controlled Substances; Education Amendment of 1972 (Title IX)
- Public Health Security and Bioterrorism Preparedness and Response Act, Rehabilitation Act of 1973 (Section 504)
- USA PATRIOT Act
- Americans with Disabilities Act of 1990
- Clean Air, Clean Water, EPA Regulations
- Energy Efficiency
- Truth in Lobbying
- Resource Conservation and Recovery
- Debarment and Suspension
- Pro-Children Act
- **Uniform Administrative Requirements for Grants and Agreements** 45 CFR Part 14
- Office of Management and Budget (OMB) Circulars A-110 and A-122
- Trafficking in Persons
- **Davis-Bacon Act**
- **Contract Work Hours and Safety Standards Act**

### EXHIBIT A -- STATEMENT OF WORK

The following replaces Exhibit A in it's entirety:

#### **Agency shall:**

- Train volunteers statewide, in depth, on using [www.BenefitsCheckUp.org/Oregon](http://www.BenefitsCheckUp.org/Oregon) to enroll SHIBA clients for Low Income Subsidy (LIS), and on tracking LIS/Medicare Savings Program (MSP) activity on Beneficiary Contact Forms and Outreach forms in the SHIP Tracking and Reporting System (STARS)
- Establish criteria and award sub-grants to SHIBA sponsors involved in additional MIPPA activities
- Coordinate with Multnomah County and the State Unit on Aging on data collection, reporting statewide outreach strategies

#### **Local Government shall:**

##### **SHIBA Counselor Coordination:**

- Encourage counselors to actively screen and help clients apply for Low Income Subsidy (LIS) and Medicare Savings Program (MSP) programs. Counselors must complete LIS applications using [www.BenefitsCheckup.org/Oregon](http://www.BenefitsCheckup.org/Oregon)

- Encourage volunteers who lack time or computer access in their SHIBA appointments to refer clients to the Oregon Medicare Savings Connect toll-free line
- Ensure that 100% of their certified counselors have participated in STARS training as it relates to recording MIPPA beneficiary contacts, group outreach and media outreach in STARS.

**Tracking and Outreach:**

- Actively track data on clients screened and assisted with applications for LIS or MSP in the SHIP Tracking and Reporting System (STARS) per ACL guidance.
- Continue conducting LIS/MSP outreach as usual through your local agencies, and report MIPPA related outreach in the SHIP Tracking and Reporting System (STARS) per ACL guidance.
- Speak by phone individually with assigned State MIPPA project staff to coordinate efforts and monitor data collection. Participate in coordinated statewide outreach events occurring in your area during each 12-month grant period. (Note: targeted areas to be determined by OMSC-Multnomah County SHIBA).

**Multnomah County will provide the following assistance to Contractor:**

- Operate an incoming toll-free line (Oregon Medicare Savings Connect, 1-855-447-0155) to complete LIS applications online for eligible Medicare beneficiaries, and to directly assist in the process of applying for MSP throughout Oregon.
  - Give priority to referrals from SHIBA volunteers statewide, to assist those who did not have sufficient time during their SHIBA appointment to complete LIS applications.
  - Provide outreach materials for LIS, MSP and other public benefits programs.
  - Conduct public outreach events in targeted areas of the State to increase awareness of LIS/MSP/public benefits.
  - Coordinate with Food Banks, Low Income Home Assistance (LIHEAP) organizations, Gatekeeper programs, and other community partners to target outreach to Medicare beneficiaries.
3. Except as expressly amended above, all other terms and conditions of original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**Signatures on next page**

Clackamas County acting by and through its Health, Housing & Human Services Department, Social Services Division

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Name, Title	Richard Swift, Director Health, Housing and Human Services Department	Date
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STATE OF OREGON acting by and through its Department of Consumer and Business Services, Oregon Health Insurance Marketplace, Senior Health Insurance Benefit Assistance Program

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Reviewed by:	Chiqui Flowers Administrator, Oregon Health Insurance Marketplace	Date
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Executed by:	Nancy A. Cody Designated Procurement Officer	Date
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COPY

November 29, 2018

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #3 to Agency Services Contract with  
Catholic Community Services of Western Washington for  
Community-Based Emergency Department Crisis Stabilization

<b>Purpose/Outcomes</b>	To provide peer community-based emergency department crisis stabilization services
<b>Dollar Amount and Fiscal Impact</b>	Amendment #3 adds \$80,622 to the value of the contract; increasing the maximum contract value to \$322,488.
<b>Funding Source</b>	No County General Funds. State of Oregon, Community Mental Health Program (CMHP) funds.
<b>Duration</b>	Effective January 1, 2019; terminating June 30, 2019
<b>Previous Board Action</b>	County Administrator approved Amendment #1 January 11, 2018, on the Board's behalf during Winter recess.
<b>Strategic Plan Alignment</b>	1. Increase self-sufficiency for our clients. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Director, Behavioral Health Division 503-742-5305
<b>Contract No.</b>	#8122-03

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #3 to Agency Services Contract with Catholic Community Services of Western Washington for community-based emergency department crisis stabilization services. Amendment #03 will extend the term of the contract six months and provide compensation for the additional six months of service. The Behavioral Health Division has partnered with Catholic Community Services of Western Washington for behavioral health services since 2015.

This Amendment to be effective January 1, 2019 and terminates June 30, 2019. Additional funding totaling \$80,622 to be provided; increasing the maximum value of this contract to \$322,488. County Counsel reviewed and approved Amendment #3 November 1, 2018.

**RECOMMENDATION:**

Staff recommends Board approval of this Amendment and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director  
Health, Housing and Human Services

*Healthy Families. Strong Communities.*

**Agreement Amendment  
Health, Housing, and Human Services Department**

H3S Agreement Number: 8122

Board Agenda Number: \_\_\_\_\_

and Board date: \_\_\_\_\_

Division: Behavioral Health

Amendment No. 3

Agency: Catholic Community Services of Western Washington

Amendment Requested By: Mary Rumbaugh, Director of Behavioral Health

Changes:       Scope of Services       Agreement Budget/Compensation  
                   Agreement Term             Other \_\_\_\_\_

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**Justification for Amendment:**

This agreement provides community-based Emergency Department crisis stabilization services.

This amendment extends the term of the agreement six (6) months and increases compensation.

The agreement termination date will be **June 30, 2019**.

Compensation of the agreement **is increased by \$80,622.00** for the additional six (6) months of service, bringing the maximum compensation to **\$322,488.00**. **Exhibit C**, Compensation and Budget is amended to reflect the increase in compensation.

This amendment is effective **January 1, 2019** and continues through **June 30, 2019**.

Except as amended hereby, all other terms and conditions of the agreement remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference, except when exhibits are added.

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**Catholic Community Services of Western Washington #8122**

*Agency Services Agreement – Amendment #03*

Page 2 of 5

**AMEND:**

**2.0 Term**

Services provided under the terms of this agreement shall commence on **July 1, 2017** and shall terminate on **December 31, 2018** unless terminated by one or both parties as provided for in paragraph 6.0 below.

**TO READ:**

**2.0 Term**

Services provided under the terms of this agreement shall commence on **July 1, 2017** and shall terminate on **June 30, 2019** unless terminated by one or both parties as provided for in paragraph 6.0 below.

**AMEND:**

**3.0 Compensation and Fiscal Records**

3.1 Compensation. COUNTY shall compensate AGENCY as specified in **Exhibit C: Compensation**. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

Maximum payment for the term of this Agreement shall not exceed **\$241,866.00**.

**TO READ:**

**3.0 Compensation and Fiscal Records**

3.1 Compensation. County shall compensate Agency as specified in **Exhibit C: Compensation**. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

Maximum payment for the term of this Agreement shall not exceed **\$322,488.00**.

**AMEND:**

**EXHIBIT C  
COMPENSATION**

1. Payment for all Work performed under this Agreement shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$241,866.00**.



**Catholic Community Services of Western Washington #8122**

*Agency Services Agreement – Amendment #03*

Page 3 of 5

<b>Catholic Community Services of Western Washington</b>				
<b><u>ED Crisis Stabilization and Diversion</u></b>				
<b><u>Direct Service Expenses</u></b>				
	FTE	Monthly basis	1 month	18 months
Supervisor/Liaison	0.15	\$ 4,667	\$ 700	\$ 12,600
Clinician	1.00	\$ 3,833	\$ 3,833	\$ 69,000
QMHA (2 hours/week)	0.05	\$ 2,438	\$ 122	\$ 2,194
Psychiatry (4 hours/week)		\$ 3,813	\$ 3,813	\$ 68,640
Benefits & Taxes.			\$ 1,397	\$ 25,138
<b>Sub-total: Personnel Costs</b>	<b>1.20</b>		<b>9,865.10</b>	<b>177,571.88</b>
<b><u>Other Direct Program Expenses</u></b>				
Fixed Salary (QI, Ops, MIS, Fiscal, Etc.)			\$ 592	\$ 10,654
Fixed Employee Benefits			\$ 112	\$ 2,024
Fixed Payroll Taxes			\$ 65	\$ 1,179
Mileage			\$ 600	\$ 10,800
Professional / Corporate Fees			\$ 500	\$ 9,000
Supplies / Postage			\$ 30	\$ 540
Furniture, Fixtures & Equip			\$ 48	\$ 864
Telephone/Communication			\$ 144	\$ 2,592
Occupancy-Rent/Leases			\$ 450	\$ 8,100
Occupancy-Utilities/Other			\$ 200	\$ 3,600
Repairs & Maintenance			\$ 50	\$ 900
Conferences & Trainings			\$ 50	\$ 900
Shared Indirect: Facilities & Tech			\$ 200	\$ 3,600
Printing & Publications			\$ 30	\$ 540
Flex Funds (safety supplies, specific assistance)			\$ 500	\$ 9,000
<b>Sub-total: Other Direct Costs</b>			<b>\$ 3,571</b>	<b>\$ 64,294</b>
<b>Fixed Totals/Capacity Payment Basis</b>			<b>\$ 13,437</b>	<b>\$ 241,866</b>

**TO READ:**

**EXHIBIT C  
COMPENSATION**

1. Payment for all Work performed under this Agreement shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$322,488.00**.

**Catholic Community Services of Western Washington #8122**

*Agency Services Agreement – Amendment #03*

Page 4 of 5

<b><u>Catholic Community Services of Western Washington</u></b>				
<b><u>ED Crisis Stabilization and Diversion</u></b>				
<b><u>Direct Service Expenses</u></b>				
	FTE	Monthly basis	1 month	24 months
Supervisor/Liaison	0.15	\$ 4,667	\$ 700	\$ 16,800
Clinician	1.00	\$ 3,833	\$ 3,833	\$ 92,000
QMHA (2 hours/week)	0.05	\$ 2,438	\$ 122	\$ 2,925
Psychiatry (4 hours/week)		\$ 3,813	\$ 3,813	\$ 91,520
Benefits & Taxes.			\$ 1,397	\$ 33,518
<b>Sub-total: Personnel Costs</b>	<b>1.20</b>		<b>9,865.10</b>	<b>236,762.50</b>
<b><u>Other Direct Program Expenses</u></b>				
Fixed Salary (QI, Ops, MIS, Fiscal, Etc.)			\$ 592	\$ 14,206
Fixed Employee Benefits			\$ 112	\$ 2,699
Fixed Payroll Taxes			\$ 65	\$ 1,573
Mileage			\$ 600	\$ 14,400
Professional / Corporate Fees			\$ 500	\$ 12,000
Supplies / Postage			\$ 30	\$ 720
Furniture, Fixtures & Equip			\$ 48	\$ 1,152
Telephone/Communication			\$ 144	\$ 3,456
Occupancy-Rent/Leases			\$ 450	\$ 10,800
Occupancy-Utilities/Other			\$ 200	\$ 4,800
Repairs & Maintenance			\$ 50	\$ 1,200
Conferences & Trainings			\$ 50	\$ 1,200
Shared Indirect: Facilities & Tech			\$ 200	\$ 4,800
Printing & Publications			\$ 30	\$ 720
Flex Funds (safety supplies, specific assistance)			\$ 500	\$ 12,000
<b>Sub-total: Other Direct Costs</b>			<b>\$ 3,571</b>	<b>\$ 85,725</b>
<b>Fixed Totals/Capacity Payment Basis</b>			<b>\$ 13,437</b>	<b>\$ 322,488</b>

(Signature page follows)



November 29, 2018

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #2 to a Professional Services Agreement with  
Laboratory Corporation of America (LabCorp) for  
laboratory services for Clackamas County Health Centers Division (CCHCD).

<b>Purpose/Outcomes</b>	Contractor will provide clinical laboratory services to CCHCD clinics.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum is being increased by \$80,000, bringing the contract maximum to \$550,000.
<b>Funding Source</b>	No County General Funds are involved. Fee for service through Health Centers' clinics.
<b>Duration</b>	Effective April 1, 2014 and terminates on March 31, 2019
<b>Previous Board Action</b>	The Board previously viewed this contract on June 14, 2018 – agenda item 061418 – A4
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Deborah Cockrell, Health Center Director – 503-742-5495
<b>Contract No.</b>	6521_02

**BACKGROUND:**

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of Amendment #2 to a Professional Services Agreement with LabCorp for clinical laboratory services for CCHCD related to Primary Care and Behavioral Health patient services.

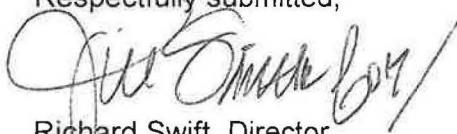
LabCorp will provide professional laboratory services including: testing, specimen collection(s), testing reports of specimens collected, laboratory specimen pick-up, supplies, and consultations.

Additional funding is needed to ensure no break in services until the term of the agreement. Amendment #2 adds \$80,000, bringing the maximum value of this contract to \$550,000. This Amendment is effective upon signature and terminates on March 31, 2019. A RFP is currently published for solicitation in accordance with ORS and LCRB Rules.

**Recommendation**

Staff recommends the Board approval of this agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director  
Health, Housing and Human Services

**Second Amendment To  
LABORATORY SERVICES AGREEMENT  
CONTRACT #6521**

H3S Contract Number 6521 Board Agenda Number \_\_\_\_\_

and Date 10/30/18

Division Health Centers Amendment No. 2

Contractor Laboratory Corporation of America

Amendment Requested By Ed Johnson

Changes:       Scope of Services                       Contract Budget  
                   Contract Time                                       Other \_\_\_\_\_

**Justification for Amendment:**

This Amendment updates language of the Laboratory Services Agreement in Section 5, B, Compensation, by adding funding to continue to the term. This Amendment reflects a change in the compensation by adding \$80,000 to the budget for the remaining term of the Agreement. The total amount of the contract budget is being increased by \$80,000, bringing it to a new contract maximum of \$550,000. The additional funding is to pay for lab services that are essential to the Primary Care and Behavioral Health clinics.

This amendment is effective **upon signature** and continues through **March 31, 2019**.

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**MEMBER and LABORATORY hereby agree as follows:**

1. Section 5B of the Addendum is modified to read:  

Total payment to LABORATORY shall not exceed **\$550,000.00**, for the term of the Agreement
  
2. Except as specifically modified by this Second Amendment, the Agreement shall remain unchanged and in full force and effect.

***Signature page follows***

---

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

**LABORATORY CORPORATION OF AMERICA (LABORATORY)**

By: \_\_\_\_\_



Clarissa Willett, Vice President

11/7/18

\_\_\_\_\_  
Date

13112 Evening Creek Dr. South

\_\_\_\_\_  
Street Address

San Diego, CA 92128

\_\_\_\_\_  
City/State/Zip

800-859-6046

/ n/a

\_\_\_\_\_  
Phone

/ Fax

**CLACKAMAS COUNTY (MEMBER)**

Commissioner: Jim Bernard, Chair

Commissioner: Sonya Fischer

Commissioner: Ken Humberston

Commissioner: Paul Savas

Commissioner: Martha Schrader

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director

Health, Housing and Human Services Department

\_\_\_\_\_  
Date

November 29, 2018

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of Amendment #1 to a Revenue Agreement with CareOregon  
for a revised Dental Home Payment Model

<b>Purpose/Outcomes</b>	The purpose of this agreement is to increase new patient numbers, increase the number of visits by CareOregon members, and increase the number of patients receiving dental sealants.
<b>Dollar Amount and Fiscal Impact</b>	CareOregon will pay County receive up to \$2.00 per member per month based on improvement of the stated goals.
<b>Funding Source</b>	No County funds. CareOregon PMPM & Incentive payments
<b>Duration</b>	November 1, 2018 – December 31, 2018
<b>Previous Board Action</b>	Previous Board Action on April 19, 2018 Agenda item – A4; 041918-A4
<b>Strategic Plan Alignment</b>	1. Improved community safety and health 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Deborah Cockrell 503-742-5495
<b>Contract No.</b>	8763_01

**BACKGROUND:**

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of Amendment #1 to a Revenue agreement with CareOregon for the Dental Home Payment Model. This amendment is an incentive to increase the number of new members assigned, increase the number of visits by CareOregon members, and increase the number of members receiving dental sealants. CCHCD will be compensated based on this new payment model for patients receiving dental care. CCHCD will receive up to \$2.00 per member per month (PMPM) based on meeting the improvement goals. CCHCD will also be eligible for additional bonus incentive payment.

There is no maximum dollar value assigned to this agreement as it is based on number of members assigned and goals reached. Amendment #1 is effective November 1, 2018 and will terminate on December 31, 2018. The agreement is retro-active due to receiving it late from CareOregon. County Counsel has reviewed this Agreement on November 14, 2018.

**RECOMMENDATION:**

Staff recommends the Board approval of this contract and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director  
 Health, Housing, and Human Services

**AMENDMENT**

To The

**CAREOREGON LETTER OF AGREEMENT**

Between

**CAREOREGON, INC.**

and

**Clackamas County Health Department**

**#8763\_01**

This is an Amendment to the CareOregon Letter of Agreement (hereinafter referred to as "Agreement") that was effective April 26, 2018 between CareOregon, Inc. (herein referred to as "CareOregon") and Clackamas County acting on by and through its Health, Housing and Human Services Department, Health Centers Division (hereinafter referred to as "Provider"). Provider Agreement #8763, CareOregon Agreement number 18-0101DA.

CareOregon and Provider agree that the Agreement between the parties be amended as follows:

1. Exhibit A, Quality Measure 2018 Dental Home Payment Model, is hereby **replaced in its entirety with the attached Exhibit A, Quality Measure 2018 Dental Home Payment Model.**

IN WITNESS WHEREOF, the parties have executed the terms of this Amendment to be effective on **November 1, 2018**. All other terms and conditions of the Agreement shall remain in full force and effect.

**Clackamas County Health Department:**

**CareOregon, Inc.:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Eric Hunter

Title: \_\_\_\_\_

Title: Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**  
**Quality Measure**  
**2018 Dental Home Payment Model**

**If Provider clinics are eligible, CareOregon will pay a per-member-per month payment (PMPM) and an Incentive Payment contingent on CareOregon, Inc Dental Care Organization having medical loss ratio (medical costs divided by revenue) no more than 85% on risk revenue for calendar year 2018.**

**I. PMPM PAYMENT:**

- A. Each Provider clinic location is eligible for a maximum of \$2 PMPM for January 2018 to December 2018.
  
- B. Provider clinic locations are eligible to earn a percentage towards the maximum \$2 PMPM in three (3) categories if improvements meet or exceed improvement targets in Terms Section B below:
  - 1. 30%: Increase in adult (age 21 and older on 12/31/2018) members seen vs members assigned during the calendar year; requires 90 days continuous enrollment.
  - 2. 30%: Increase in child (age 0 through 20 on 12/31/2018) members seen vs members assigned during the calendar year; requires 90 days continuous enrollment.
  - 3. 40%: Increase in assigned members ages 6-9 and 10-14 on Dec 31, 2018 to have received a sealant (CPT code D1351) within the clinic during the calendar year; requires 90 days continuous enrollment; excludes school-based dental sealant programs.
  
- C. Provider agrees to file all claims for the services provided within the period of service dates covered in this Agreement within 90 days of the final service date.
  
- D. The PMPM payment will be remitted in a single payment for all months covered in this Agreement after the claims runout period of 90 days from the last service date has passed.
  
- E. The PMPM payment is in addition to the Incentive Payments described in Exhibit A.II.A and B.

**II. Terms of PMPM:**

- A. Membership totals.
  - 1. For the months of January 2018 to September 2018 membership will be determined by total number of members on the fifteenth (15<sup>th</sup>) day of the month.
  - 2. For the months of October 2018, November 2018 and December 2018 membership will be determined by total number of members on the fifteenth (15<sup>th</sup>) day of the month less

the total number of Health Share Oregon (HSO) Dental Transition Members (members who transitioned into CareOregon Dental due to the Health Share 10/01/2018 transition).

- B. An improvement target over 2017 year-end performance, as defined below, is set for each of category in Section I.B. above and are measured as follows:
1. Assigned vs Seen Adults (age 21 and older on 12/31/2018):
    - a) 30% of PMPM is allocated if a minimum of 3% over 2017 year-end clinic performance is met.
  2. Assigned vs Seen Children (age 1 through 20 on 12/31/2018):
    - a) 30% of PMPM is allocated if a minimum of 3% over 2017 year-end clinic performance is met, with a benchmark of 58%.
  3. Dental Sealants:
    - a) 40% of PMPM is allocated for reaching an improvement target of 3% over 2017 year-end clinic performance, with a benchmark of 25%.
- C. For the service months of October 2018, November 2018 and December 2018, HSO Dental Transition Members will be excluded from the metric denominator total unless the member receives a metric qualifying service during these months, AND the claim was received and processed by CareOregon Dental within 90 days of service date.
- D. For the service months of October 2018, November 2018 and December 2018, HSO Dental Transition Members included in metric denominator total as described in Exhibit A.C. will also be included in the associated numerator total.

### **III. Incentive Payment:**

- A. A payment of \$500 for each Department of Human Services child to receive a dental assessment within 60 days (meets Oregon Health Authority (OHA) metric). This excludes children who meet metric on claims in the prior 30 days.
- B. A payment of \$100 for each member provided to the clinic for care coordination that complete a visit within its classification timeframe
- Classifications and timeframes include:
1. Medicare/Medicaid dual eligible members – visit within calendar year
  2. Pregnancy – visit within 9 months prior to delivery
  3. Routine care requests – visit within 60 days of notification
  4. PreManage/Urgent – visit within 30 days of Emergency Department (ED) visit/notification

November 29, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Revenue Intergovernmental Agreement (IGA) Between  
Children, Family and Community Connections and State of Oregon  
Housing and Community Services for Weatherization Services

<b>Purpose/Outcomes</b>	Provides funding for the Clackamas County Weatherization Program to install cost effective energy conservation measures in qualified dwellings
<b>Dollar Amount and Fiscal Impact</b>	The IGA provides \$21,000 in revenue
<b>Funding Source</b>	Oregon Housing and Community Services No County General Funds are involved
<b>Duration</b>	Effective upon signature and terminates on June 30, 2019
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Provide energy education, dwelling assessment, and energy efficiency services to lower-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Jacque Meier 503-650-3339
<b>Contract No.</b>	H3S Contract #9089

**BACKGROUND:**

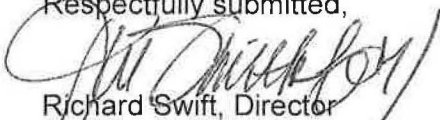
Children, Family and Community Connections (CFCC) a division of Health Housing and Human Services Department request the approval of an IGA with the State of Oregon Housing and Community Services Department to reimburse the Clackamas County Weatherization Program for providing weatherization services to low-income households that have primary space heating fuel obtained from fuel oil dealers. Upon eligibility determination, an energy audit will be performed to determine cost effective energy saving measures to be installed. These measures may include oil-heated heating equipment repair or replacement, ductwork sealing and insulation, and window or door replacements.

This IGA was reviewed by County Counsel on November 1, 2018.

**RECOMMENDATION:**

Staff recommends the Board approval of this IGA and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

[www.clackamas.us](http://www.clackamas.us)

**STATE OF OREGON  
OREGON HOUSING AND COMMUNITY SERVICES**

**GRANT AGREEMENT #5009**

**Introduction**

This Grant Agreement ("Agreement") is entered into by and between the State of Oregon, acting by and through its Housing and Community Services Department, together with its successors and assigns hereinafter referred to collectively as ("OHCS") and Clackamas County, a Local Government organization, together with its successors and assigns hereinafter referred to collectively as "Grantee."

**Recitals**

- A. Grantee has completed and submitted to OHCS an application (the "Application") for an award of State Home Oil Weatherization ("SHOW") Program funds to be used to reimburse Grantee for providing free weatherization services to low-income households that have primary space heating fuel obtained from fuel oil dealers.
- B. Grant funds to be disbursed pursuant to this Agreement derive from the petroleum supplier assessment described in ORS 456.595, and are intended for reimbursement of allowable costs incurred by Grantee consistent with the terms and conditions of this Agreement. Senate Bill 100 (2017) transferred the SHOW Program from the Oregon Department of Energy to OHCS, permitting OHCS to conduct the petroleum supplier assessment.
- C. OHCS has reviewed the Grantee's Application and determined the activities, as hereinafter defined, are feasible and merit funding. The Application, as approved by OHCS, is incorporated herein by reference.

**Agreement**

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

**1. Incorporations**

The foregoing Recitals and Attachments are incorporated herein by reference.

**2. Term of Agreement**

Unless terminated or extended, this Agreement covers the period through **June 30, 2019**. This Agreement shall become effective on the date this Agreement has been signed by every party and, when required, approved by the Oregon State Department of Justice. The expiration of the term of this Agreement, including if this Agreement is terminated prior to the end of the above-described term, shall not terminate remedies available to OHCS or to Grantee hereunder.

**3. Scope of Activities**

The work to be performed by Grantee ("Work") is described in Exhibit A (the "Statement of Work"), which is attached and incorporated by reference. Grantee shall perform the Work described in the Statement of Work in accordance with the terms and conditions of this Agreement. Any requests or

changes to Grant fund use or the Statement of Work from the original intended purpose must be approved in writing by OHCS in order for Grantee to retain use of the Grant funds.

#### **4. Consideration**

- a. OHCS has agreed to make a conditional award of funds to the Grantee in the amount not-to-exceed of **Twenty-One Thousand Dollars (\$21,000)** ("Grant"). Distributions will be made in accordance with Section 6 unless otherwise agreed to by OHCS.
- b. Any desired use of funds by Grantee which differs from the approved Grant Application must first be approved in writing by OHCS. 100% of the Grant award must be used for the Work or funding indicated in the Application.

#### **5. Funding Appropriation**

All disbursements of funds by OHCS to Grantee are contingent upon them being lawfully appropriated, allocated, and available to OHCS.

#### **6. Requests for Funds**

Grantee shall request Grant funds by submitting to OHCS a Grantee Request for Reimbursement Application, as provided by OHCS, within three (3) months after the completion of the Work. OHCS will determine funding availability of both awarded funds and overall program funds prior to granting additional funds to Grantee. Before approving a Grantee request for Grant funds, OHCS may request additional information.

#### **7. Remedies Related to Requests for Funds**

##### **a. Withholding of Grant Funds from Request**

OHCS may withhold any and all requested funds from Grantee under this Agreement if OHCS, in its sole discretion, determines that Grantee has failed to timely satisfy any material obligation arising under this Agreement or otherwise. In reaching a determination, OHCS may consider factors including, but not limited to, compliance with terms of the RFA, statutory and administrative rule standards, availability of funds, and responsiveness of request for funds. Grantee obligations may include, but are not limited to providing complete, accurate and timely reports as requested by OHCS and satisfactory to OHCS about its performance under this Agreement as well as timely satisfying all Agreement obligations, including federal requirements relating to any awarded grant funds.

##### **b. Redistribution or Retention of Funds**

If Grant funds are not obligated for reimbursement by Grantee in a timely manner as determined by OHCS at its sole discretion, OHCS may reduce Grantee funding and redistribute such funds to other Grantees or retain such Grant funds for other OHCS use. OHCS may implement adjustments pursuant to this subsection by modifying the applicable. This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

#### **8. Termination**

- a. OHCS may immediately terminate this Agreement in whole or in part upon written notice to the Grantee of OHCS's loss of funding or expenditure authority or for cause related to any material

misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Grantee, whether directly by Grantee or through one or more of its sub-recipients, agents, representatives, contractors, successors or assignees, as determined by OHCS in its sole discretion.

b. OHCS may, upon 30 days' written notice, terminate this Agreement in whole or in part for cause including, but not limited to the events described above in subsection 8(a). Cause may include any event, including an event of default, as determined by OHCS in its sole discretion that renders inappropriate the continuation of this Agreement. An event of default constitutes an act or omission by Grantee. Grantee, its sub-recipients, agents, representatives, contractors, successors or assignees by which Grantee, as determined by OHCS at its sole discretion, fails to timely and appropriately perform one or more material obligations, or otherwise breaches a duty, owed to OHCS under this Agreement. Such events and events of default may include, but are not limited to an occurrence of any of the following:

- 1) Grantee fails to fulfill timely any of its obligations under this Agreement;
- 2) Grantee fails to comply timely with directives received from OHCS;
- 3) Funds provided under this Agreement are used improperly or illegally by Grantee or any of its sub-recipients;
- 4) Funding for grant programs are denied, suspended, reduced or eliminated;
- 5) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that OHCS is prohibited from paying for or lacks authority to pay for any Work performed under this Agreement or to pay for any such performance from the planned funding source;
- 6) Funding, appropriations, limitations or expenditure authorization to expend funds is denied, suspended, reduced or eliminated;
- 7) Any certification, license or certificate required by law to be held by Grantee or others to provide the services required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed;
- 8) Grantee (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;
- 9) Grantee is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any federal department or agency.

c. Grantee may, upon 30 days' written notice, terminate this Agreement in whole or in part, if;

- 1) OHCS unreasonably fails to provide timely funding hereunder and does not correct such

failure within the 30-day notice period.

- 2) OHCS provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct such directives within the 30-day notice period.

d. Either party may terminate this Agreement in whole or in part immediately upon written notice to the other party if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a competent court (in a final determination) in such a way that one or both parties no longer has the authority to meet its obligations under this Agreement.

e. Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, OHCS may, in its sole and absolute discretion, require that Grantee obtain prior OHCS approval from it for any additional expenditures that would obligate OHCS to reimburse it from Agreement grant funds or otherwise.

f. Notwithstanding the above, or any termination thereunder, neither Grantee nor OHCS shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. OHCS may withhold any reimbursement to Grantee in the amount of compensation for damages due to OHCS from Grantee (as estimated by OHCS in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.

g. In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Grantee under this Agreement shall be delivered to OHCS within 30 days of the date of termination or upon such date as requested by OHCS.

h. Termination of this Agreement shall not impair or invalidate any remedy available to OHCS or to Grantee hereunder, at law, or otherwise.

## **9. Agreement Documents in Order of Precedence**

This Agreement consists of the following documents which are listed in descending order of precedence:

- This Agreement less all exhibits;
- Exhibit A – Statement of Work
- Exhibit B – Insurance Requirements

All described Exhibits A-B are incorporated by reference.

## **10. Choice of Law; Designation of Forum; Federal Forum**

a. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

b. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and

waives any claim that such forum is an inconvenient forum.

c. Notwithstanding Section 10(b), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

#### **11. Expenditure and Distribution of Funds Properly Supported**

a. Grantee shall document in a manner satisfactory to OHCS all expenditures made with Grant funds received under this Agreement. Expenditures and request for Grant funds shall be supported by Grantee by invoices, orders, or any other documentation pertaining in whole or in part to the Agreement in accordance with generally accepted accounting principles (GAAP), Oregon Administrative Rules and applicable federal requirements as specified herein. OHCS may require such other information as it deems necessary or appropriate in its sole discretion.

b. OHCS reserves the right to and may request full itemization, receipts, and any other information at any time. OHCS also may request financial records in order to review costs associated with Grantee's provision of services and other performance under this Agreement, at its discretion.

#### **12. Compliance with Applicable Law**

Grantee shall comply with Oregon Revised Statute 456.594 through 456.599, Oregon Administrative Rule chapter 813, division 207, all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with the following laws, regulations and executive orders 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, 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) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. OHCS' performance under the Agreement is conditioned upon Grantee's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235, and 279B.270, which are incorporated by reference herein. Grantee shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg)).



### **13. No Third-Party Beneficiaries**

OHCS and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

### **14. Notices**

Except as otherwise expressly provided in this Agreement, any communications between the parties or notices to be given shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee or OHCS at the email address, postal address, or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section; provided however that any notice of termination shall be given by certified or registered mail, return receipt requested, unless submitted by email. Any communication or notice so addressed and mailed shall be deemed to be given 5 days after mailing. Any communication or notice delivered by facsimile or email shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against OHCS, such facsimile transmission must be confirmed by telephone notice to OHCS' primary contact within twenty-four (24) hours. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any notice given by email is effective when the sender receives confirmation of delivery, either by return email, or by demonstrating through other technological means that the email has been delivered to the intended email address.

### **15. Confidentiality**

Grantee shall, and shall require and cause its sub-recipients to, protect the confidentiality of all information concerning Applicants for and recipients of services funded by this Agreement. It shall not release or disclose any such information except as necessary for the administration of the program(s), as authorized in writing by the Applicant or recipient or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons. Grantee shall, and shall require and cause its sub-recipients to ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

### **16. Dual Payment**

Grantee shall not be compensated for work performed under this Agreement from any other department of the State of Oregon, nor from any other source, including the federal government, unless such funds are used solely to increase the total services provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to OHCS.

### **17. Monitoring Required**

#### **a. OHCS Authorized to Monitor Each Grantee**

OHCS may monitor the activities of each Grantee as it deems necessary or appropriate, among other things, to ensure Grantee and its sub-recipients comply with the terms of this Agreement and that Grant fund awards are used properly for authorized purposes hereunder. OHCS also may ensure that performance goals are achieved as specified in the Statement of Work. Monitoring activities may include any action deemed necessary or appropriate by OHCS including, but not limited to the following: (1) the review (including copying) from time to time of any and all Grantee and sub-recipient(s) files, records and other information of every type arising from or related to performance under this Agreement; (2)

arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of Grantee fiscal and program reports prior approval documentation; and (5) evaluating, training, providing technical assistance and enforcing compliance of Grantee, sub-recipient(s), and their officers, employees, agents, contractors and other staff. OHCS may utilize third parties in its monitoring and enforcement activities, including monitoring by peer agencies. OHCS monitoring and enforcement activities may be conducted in person, by telephone and by other means deemed appropriate by OHCS and may be effected through contractors, agents or other authorized representatives. Grantee consents to such monitoring and enforcement by OHCS and agrees to cooperate fully with same, including requiring by agreement and causing that its sub-recipients so cooperate.

OHCS reserves the right, at its sole and absolute discretion, to request assistance in monitoring from outside parties including, but not limited to the Oregon Secretary of State, the Attorney General, the federal government, and law enforcement agencies.

**b. Grantee Shall Fully Cooperate**

Grantee shall fully and timely cooperate with OHCS in the performance of any and all monitoring and enforcement activities. Failure by Grantee or any of its sub-recipients to comply with this requirement is sufficient cause for OHCS to require special conditions and may be deemed by OHCS as a failure by the Grantee to perform its obligations under this Agreement.

**18. Monitoring**

a. OHCS generally will advise the Grantee as to its observations and findings generated by any on-site visit; usually through an exit interview. Within 60 days after an on-site inspection, OHCS will endeavor to provide Grantee with a written report as to its findings from that inspection. OHCS may advise the Grantee of any corrective action that it deems appropriate based upon its monitoring activities or otherwise. Grantee shall timely satisfy such corrective actions required by OHCS.

b. OHCS may review (including copying) from time to time any and all Grantee and sub-grantee(s) files, records, and other information of every type arising from or related to performance under this Agreement. Within 60 days after a review, OHCS will endeavor to communicate in writing to the Grantee. OHCS may advise the Grantee of any corrective action that it deems appropriate based upon its monitoring activities or otherwise. Grantee shall timely satisfy such corrective actions as reasonably required by OHCS.

**19. Monitoring: Major Findings Resolution**

OHCS may track and follow up with Grantee regarding the correction by Grantee of findings made or other corrective actions required in OHCS' monitoring of Grantee's performance under this Agreement. The tracking record developed by OHCS may include, without limitation: findings, corrective actions, deliverables, due dates, responsible parties, actions taken, and final resolution. Grantees shall resolve findings and other required corrective actions within the timeframes reasonably given by OHCS by written report or otherwise.

**20. Remedies**

a. If OHCS determines, in its sole discretion, that Grantee has failed to comply timely with any material obligation under this Agreement, including but not limited to any OHCS directive or term of a corrective action plan, OHCS may, exercise any remedy available to it under this Agreement, applicable

law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part or all of this Agreement; (b) withholding and/or reducing grant funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of grant funds under this Agreement; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance or otherwise; (h) debarring or otherwise limiting Grantee's eligibility for other funding from OHCS; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies.

b. The rights and remedies of OHCS provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise. This Section does not limit Grantee's remedies provided under this Agreement, by law, or otherwise. No failure of or delay by OHCS to enforce any provision of this Agreement will constitute a waiver by OHCS of that or any other provision, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

#### **21. Unallowable Costs and Lobbying Activities**

Grantee shall review and comply with the allowable costs and other provisions applicable to expenditures under the particular grant programs covered by this Agreement. Grantee shall, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities, whether in 2 CFR Part 230, 2 CFR Part 225, or otherwise. If Grantee makes expenditures or incurs costs for purposes or an amount inconsistent with the allowable costs or any other provisions governing expenditures in an Agreement grant program, OHCS may exercise any and all remedies under this Agreement, at law or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

#### **22. Disallowance of Costs**

OHCS neither is responsible for nor shall it pay for any costs disallowed either upon request for reimbursement or as a result of any audit, review, or site visit or other disallowance action by OHCS except for costs incurred by Grantee solely due to the negligence of OHCS, its employees, officers or agents. If a cost is disallowed by OHCS after reimbursement has occurred, Grantee shall, within 30 days of notice of disallowance or such other date as may be required by OHCS, either demonstrate to the satisfaction of OHCS that such disallowance is in error or make repayment of such cost.

If Grantee is a county, such disallowed costs may be recovered by OHCS only through repayment or withholding to the extent permitted by the Oregon Constitution, and particularly Article XI, Section 10. If Grantee is other than a county, OHCS may recover such disallowed costs through repayment, withholding, offset or other means permitted under this Agreement, by law or otherwise.

Grantee shall cooperate and shall cause its sub-recipients to cooperate with OHCS and all appropriate investigative agencies and shall assist in recovering invalid payments.

#### **23. Records Maintenance**

Grantee shall, and shall require and cause its sub-recipients to, prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement.

The Grantee and its sub-recipients shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of state and federal law, including

but not limited to those requirements listed in OHCS' Record Retention Schedule, as may be modified from time to time and is available upon request. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

#### **24. Records Access**

OHCS, the Oregon Secretary of State's Office, the federal government and the duly authorized representatives of such entities shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Grantee and its sub-recipients which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts. These records are the property of OHCS who may take possession of them at any time after three (3) business days' notice to Grantee or sub-recipient, as the case may be. Grantee or sub-recipient may retain copies of all records taken by OHCS under this Section.

In its agreements with sub-recipients, Grantee shall require and cause its sub-recipients to comply with the requirements of this Section and to grant right of access to and ownership by OHCS of the sub-recipients' books and records related to this Agreement.

#### **25. Audits**

Grantee shall comply, and require all sub-recipients to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

OHCS may withhold any or all requested funds from Grantee if Grantee violates this provision and OHCS may deem such failure as a material default and exercise any available remedy under this Agreement, including without limitation, termination of this Agreement.

#### **26. Insurance**

Grantee will provide all necessary insurance required by Oregon Law and outlined in Exhibit B to perform services under this Grant Agreement, and provide proof of coverage upon request of OHCS.

#### **27. Grantee Status**

a. Grantee shall perform all Services under this Agreement as an independent contractor. Grantee is not an officer, employee or agent of the State, as those terms are used in ORS 30.265, with respect to Services performed under this Agreement.

b. Grantee agrees that insurance coverage, whether purchased or by self-insurance, for Grantee's agents, employees, officers and/or subcontractors is the sole responsibility of Grantee.

c. Grantee certifies that it is not employed by or contracting with the federal government for the Services covered by this Agreement.

d. Grantee certifies to the best of its knowledge and belief that neither the Grantee nor any of its principals, officers, directors or employees:

- 1) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

- 2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract related to a public transaction; violation of federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subsection (d)(2); and
- 4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default.

## **28. Captions**

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

## **29. Severability**

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

## **30. Execution and Counterparts**

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

## **31. Grant Funds; Indemnity**

For Grant funds used in conjunction with this Agreement, Grantee assumes sole liability for breach of the conditions of the Grant (including all terms and conditions of this Agreement) by Grantee or any of its sub-recipients, agents or assigns, and hereby covenants and agrees to save, defend, hold harmless and indemnify OHCS, the State of Oregon and their officers, employees, agents and assigns from any claims, causes of action or other demands related in any way to this Agreement or to Grant funds provided or to be provided hereunder as well as to reimburse OHCS for an amount equal to the Grant funds received by it under this Agreement that OHCS must repay to a source of such funds.

## **32. Oregon False Claims Act**

a. Grantee acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct by Grantee pertaining to this Agreement that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Grantee certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other liabilities that may be applicable, Grantee further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Grantee.

- b. Without limiting the generality of the foregoing, Grantee represents and warrants that:
- 1) Grantee's representations, certifications, and other undertakings in this Agreement are not False Claims Act Violations; and
  - 2) None of Grantee's performance under this Agreement, including but not limited to any invoices, reports, or other deliverables in connection with its performance of this Agreement, will constitute False Claims Act Violations.
- c. For purposes of this Section 34.b. a "False Claims Act Violation" means a false claim as defined by ORS 180.750(2) or anything prohibited by ORS 180.755.
- d. Grantee shall immediately report in writing, to OHCS, any credible evidence that a principal, employee, agent, subcontractor, subgrantee, or other person has made a false claim or committed a prohibited act under the Oregon False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, bribery, gratuity, conflict of interest, or similar misconduct in connection with this Agreement or any moneys paid under this Agreement.
- e. Grantee understands and agrees that any remedy that may be available under the Oregon False Claims Act shall be in addition to any other remedy available to the State of Oregon or OHCS under any other provision of law, or this Agreement.

### **33. Attorney Fees**

In the event a lawsuit of any kind is instituted on behalf of OHCS or the Grantee with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional sums as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable attorney fees shall not exceed the rate charged to the OHCS by its counsel.

### **34. Time is of the essence**

Time is of the essence in the performance of all obligations under this Agreement.

### **35. No Limitations on Actions of OHCS in Exercise of Its Governmental Powers**

Nothing in this Agreement is intended, nor shall it be construed, to in any way limit the actions of OHCS in the exercise of its governmental powers. The exercise of its governmental powers by OHCS shall not constitute a breach of this Agreement.

### **36. Amendments**

This Agreement may be amended only by a written instrument executed by the parties or by their successors.

### 37. Merger Clause

This Agreement and attached or incorporated exhibits and documents constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of OHCS to enforce any provision of this Agreement shall not constitute a waiver by OHCS of that or any other provision.

### 38. CERTIFICATIONS AND SIGNATURE OF GRANTEE'S AUTHORIZED REPRESENTATIVE

THIS AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF GRANTEE.

The undersigned certifies under penalty of perjury both individually and on behalf of Grantee that:

A. The undersigned is a duly authorized representative of Grantee, has been authorized by Grantee to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Grantee;

B. By signature on this Agreement for Grantee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Grantee and that Grantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

C. To the best of the undersigned's knowledge, Grantee has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

D. Grantee and Grantee's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>; and

E. Grantee is bound by and will comply with all requirements, terms and conditions contained in this Agreement.

F. Grantee further certifies to having a formal statement of nondiscrimination in employment policy.

*[Signature Pages Follow]*

**GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

Grantee (print name): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

By (print name): \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Telephone Number: (\_\_\_\_) \_\_\_\_\_

Contact Fax Number: (\_\_\_\_) \_\_\_\_\_

Contact E-Mail Address: \_\_\_\_\_

Grantee Address: \_\_\_\_\_

Contact Person (Type or Print): \_\_\_\_\_

Contact Telephone Number: (\_\_\_\_) \_\_\_\_\_

Contact Fax Number: (\_\_\_\_) \_\_\_\_\_

Contact E-Mail Address: \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

DUNS #:

Secretary of State Business Registry #: \_\_\_\_\_

Fiscal Contact Name: \_\_\_\_\_

Title of Fiscal Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_



**39. SIGNATURE OF STATE'S AUTHORIZED REPRESENTATIVE**

State of Oregon acting by and through  
Oregon Housing and Community Services Department  
725 Summer Street NE Suite B, Salem, OR 97301

Authorized Signature: \_\_\_\_\_  
Margaret Solle Salazar, Director or designee Date

OHCS Contact Person: Joy Aldrich  
Contact Telephone Number: 503-986-0973  
E-Mail Address: Joy.Aldrich@oregon.gov

DEPARTMENT OF JUSTICE

Not required per OAR 137-045-0050  
\_\_\_\_\_  
Assistant Attorney General Date

November 29, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of the Intergovernmental Agreement with Multnomah County for  
Billing Support Services for Authorizations and Claims

<b>Purpose/Outcomes</b>	Multnomah County to provide billing support services for authorizations and claims functions.
<b>Dollar Amount and Fiscal Impact</b>	Agreement maximum value is \$262,430.
<b>Funding Source</b>	No County General Funds involved. State of Oregon Community Mental Health Program (CMHP) and Oregon Health Plan (OHP) funds.
<b>Duration</b>	Effective upon signature and terminates June 30, 2020
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Director, Behavioral Health Division 503-742-5305
<b>Contract No.</b>	#8983

**BACKGROUND:**

The Clackamas County Behavioral Health Division of the Housing & Human Services Department requests the approval of the Intergovernmental Agreement with Multnomah County for the purpose of providing billing support services for authorizations and claims functions.

This Intergovernmental Agreement, with a maximum value of \$262,430, is effective upon signature and terminates June 30, 2020. County Counsel reviewed and approved this Agreement September 25, 2018.

**RECOMMENDATION:**

Staff recommends the Board approval of this Agreement and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director  
Health, Housing and Human Services Department

INTERGOVERNMENTAL AGREEMENT

BETWEEN

**CLACKAMAS COUNTY, OREGON**  
HEALTH, HOUSING AND HUMAN SERVICES, BEHAVIORAL HEALTH DIVISION

AND

**MULTNOMAH COUNTY, OREGON**  
MENTAL HEALTH AND ADDICTION SERVICES DIVISION

**Agreement # 8983**

**I. PURPOSE**

This Agreement is entered into between Clackamas County Department of Health, Housing and Human Services, Behavioral Health Division (CLACKAMAS) and MULTNOMAH COUNTY (MULTNOMAH) for the cooperation of units of local government under the authority of ORS 190.010.

This Agreement provides the basis for providing billing support services for authorization and claims functions for CLACKAMAS.

**II. TERM OF AGREEMENT**

This agreement becomes effective **upon signature** and is scheduled to terminate **June 30, 2020**.

This Agreement is subject to termination by either of the parties when **thirty (30) days** written notice has been provided.

**III. SCOPE OF WORK AND COOPERATION**

MULTNOMAH agrees to provide a position to carry out billing support functions for Clackamas County Behavioral Health's (CCBH) Medicaid and General Fund health plans. MULTNOMAH will provide all work space and equipment for this position which will be located in Multnomah County. MULTNOMAH agrees to provide billing support functions for CLACKAMAS CCBH's Medicaid and General Fund health plans, which includes the following services:

**1) Triage Support**

- a) Monitor, categorize, assign, and resolve provider support requests through [billingsupport@multco.us](mailto:billingsupport@multco.us)
- b) Work with PH Tech and CIM regarding troubleshooting issues
- c) Request billing information as needed from providers to assist with ticket resolution
- d) Liaison with CLACKAMAS finance staff as needed regarding client invoices and payment issues

**2) Provider Relations and Training**

- a) Liaison with providers regarding policy and procedure related items; send updates/notifications of policy changes not otherwise distributed by Health Share Pathways
- b) Liaison with PH Tech regarding provider billing issues
- c) Provide billing-related technical assistance to providers
- d) Manage provider billing contact information and distribution lists
- e) Manage and facilitate the Regional Billing and Admin meetings

- f) Develop and maintain billing training materials for region including Clackamas County General Fund providers

### 3) Ticket Management

- a) Coordinate with CLACKAMAS Utilization Management staff regarding services requiring prior authorization
- b) Coordinate with CLACKAMAS Utilization Management staff regarding Clackamas General Fund authorizations and eligibility
- c) Research and resolve provider authorization and claims concerns
- d) Run weekly PH Tech CIM denied/pend report and resolve pending/denied authorizations

### 4) System Management

- a) Manage Fee Schedule/Rates, Authorization Rules, and Business Rules
- b) Liaison with PH Tech regarding Authorization Rules, Business Rules, and Fee Schedule Updates
- c) Represent CLACKAMAS on regional workgroups related to billing and administration including: TPA Operations Committee, Regional Billing & Admin Steering Committee, Regional Billing & Admin Provider Meeting, and ad-hoc meetings/workgroups as needed
- d) Participation in the development of regional Billing Policies/Procedures
- e) Oversee and manage billing-related projects, as needed

## IV. COMPENSATION

- 1) CLACKAMAS shall compensate MULTNOMAH for satisfactorily completing activities described in Section II above.
- 2) The total payment to MULTNOMAH shall not exceed \$131,215 per year.
  - a) Staff payments for the following time periods are as follows:
    - (1) October 1st, 2018 - June 30th, 2019: Annual payment will be between: **\$80,910** and **\$96,292** depending on the step that a staff is hired into (note: the full range is between **\$107,880** – **\$128,390** but has been pro-rated based on a period of 9 months in FY19).
    - (2) July 1st, 2019 - June 30th, 2020: Annual payment will be between: **\$110,253 - 131,215** depending on the salary including the annual salary increase and cost of living increase.
    - (3) MULTNOMAH will initiate an amendment to this IGA to finalize the funding each year.
  - b) One-time startup expenses to be paid within 60 days of the start date of the Agreement:
    - (1) Laptop: **\$1,160**
    - (2) Monitors (2): **\$358**
    - (3) Docking Station: **\$120**
  - c) Annual expenses to be paid as a lump sum fee during the first quarter of each year of service.
    - (1) Ticketing system: **\$1,600.00** (applicable once MULTNOMAH acquires a ticketing system (currently in process).
  - d) CLACKAMAS shall pay MULTNOMAH the one-time startup costs and annual expenses in addition to approximately equal monthly allotments to cover staff costs.
    - (1) Invoice shall be submitted via email to [BHAP@clackmas.us](mailto:BHAP@clackmas.us)
    - (2) CLACKAMAS will remit payment to: Business Operation 209 SW 4th Ave. Suite 210, Portland, OR 97204 and will include the IGA reference number on each check.

- 3) MULTNOMAH shall submit to CLACKAMAS a monthly invoice for services rendered. Payment must be received by MULTNOMAH on or before the 30th day after the invoice is received by CLACKAMAS. If payment is not received by the designated due date, a late fee will be assessed along with interest at the highest applicable legal rate, but not exceeding 18% per annum and all actual costs of collection shall be added to the amount due.

Invoices shall be submitted to:

[BHAP@clackamas.us](mailto:BHAP@clackamas.us)

or

**Clackamas County Behavioral Health Division  
Attn: Accounts Payable  
2051 Kaen Road, #154  
Oregon City, Oregon  
97045**

#### **V. LIAISON RESPONSIBILITY**

**Jacob Mestman, Manager, Decision Support Unit** will act as liaison from MULTNOMAH for this project.

**Corrie Kraai, Senior Management Analyst** will act as liaison from CLACKAMAS for this project.

#### **VI. SPECIAL REQUIREMENTS**

- 1) CLACKAMAS and MULTNOMAH agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including Oregon Public Contract laws and all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, as well as all applicable provisions in each party's Intergovernmental Agreement with the State of Oregon.
- 2) Within the limits of the Oregon Tort Claims Act, MULTNOMAH agrees to protect and save CLACKAMAS, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against CLACKAMAS' employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of MULTNOMAH, and/or its agents, employees, subcontractors, or representatives under this Agreement.

Within the limits of the Oregon Tort Claims Act, CLACKAMAS agrees to protect and save MULTNOMAH, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against MULTNOMAH's employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CLACKAMAS, and/or its appointed officials, agents, employees, subcontractors, or representatives under this agreement.

- 3) CLACKAMAS shall have control of the defense and settlement of any claim that is subject to this section. However, neither CLACKAMAS nor any attorney engaged by CLACKAMAS shall defend the claim in the name of MULTNOMAH or any department of MULTNOMAH, nor purport to act as legal

representative of MULTNOMAH or any of its departments, without first receiving from the Multnomah County Attorney's Office authority to act as legal counsel for MULTNOMAH, nor shall CLACKAMAS settle any claim on behalf of MULTNOMAH without the approval of the Multnomah County Attorney's Office. MULTNOMAH may, at its election and expense, assume its own defense and settlement.

- 4) Access to Records. Each party to this agreement, as well as the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the other party to this Agreement which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- 5) This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.

## VII. AMENDMENT

This Agreement may be amended at any time with the concurrence of both parties. Any changes in the proposed budget or scope of work will be negotiated between the designated liaisons, or by his or her official designee. Amendments become a part of this Agreement only after the written Amendment has been signed by both parties.

This agreement consists of seven (7) sections plus the following exhibits that by this reference are incorporated herein:

- Exhibit A – CMHP Required Provider Provisions
- Exhibit B – CMHP Required Federal Terms & Conditions
- Exhibit C – OHP Required Federal Terms & Conditions
- Exhibit D – Business Associate Agreement (BAA)
- Exhibit E – Performance Standards

[Signature Page Follows]

